CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, March 26, 2024 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, relation, 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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024 AS ARBOR DAY 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 2 through Item 27 be placed on the consent docket.

APPROVAL OF MINUTES

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
   CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 16, 2023, AND DECEMBER 21, 2023

First Reading Ordinance

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-43 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

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

BOARD OF APPEALS
TERM: 02/03/24 TO 02/03/28, J.W. DANSBY, WARD 3
TERM: 02/03/24 TO 02/03/28, MARC ETTERS, WARD 5

PUBLIC SAFETY OVERSIGHT BOARD
TERM: 02/10/24 TO 02/10/27, LEE GREENLEAF, WARD 4
TERM: 02/10/24 TO 02/10/27, ANN GALLAGHER, WARD 6
TERM: 02/10/24 TO 02/10/27, GREGORY GILKEY, WARD 3

UNP TIF OVERSIGHT COMMITTEE
TERM: 04/10/24 TO 04/10/27, ROB NORMAN, WARD 3
TERM: 04/10/24 TO 04/10/27, KAIMEE KELLIS, WARD 4
TERM: 04/10/24 TO 04/10/27, NICK MIGLIORINO

CENTER CITY URBAN DESIGN IMPLEMENTATION PLAN AD HOC COMMITTEE
LEE HALL
KEITH MCCABE
RICHARD MCKOWN
AUTUMN MCMAHON
JIM ADAIR
COUNCILMEMBER HOLMAN
COUNCILMEMBER PEACOCK

Reports/Communications

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 29, 2024, AND DIRECTING THE FILING THEREOF.

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF FEBRUARY, 2024.

Donation

7. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION AND APPROPRIATION IN THE AMOUNT OF $6,500 FROM ROBERT KEYES FOR THE PURCHASE OF A VISUALLY RESTORED ANTIQUE WELL PUMP TO BE DISPLAYED AS OUTLINED IN THE STAFF REPORT.

Acceptance of Grant

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $5,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT

Easement

9. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-132 & E-2324-133: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $2,450 TO STONEWALL HOMES, LLC FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-134 & E-2324-135: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $11,050.00 TO ELMER BRUEHL AND KRYSTAL BRUEHL FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

Contracts

11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT TO AMENDMENT TWO TO CONTRACT K-1617-137 AND MEMORANDUM OF UNDERSTANDING: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, SUMMIT LAKES PROPERTY OWNERS ASSOCIATION, SUMMIT LAKE VILLAS PROPERTY OWNERS ASSOCIATION, AND SUMMIT LAKES, L.L.C., FOR THE MISTY LAKE DAM REPAIR PROJECT, TO ALLOW THE CITY TO SUBMIT AN APPLICATION FOR HIGH HAZARD POTENTIAL DAM GRANT FUNDS, ADDRESSING OWNERSHIP TRANSFERS, FUND HANDLING AND OTHER MATTERS AS SET FORTH THEREIN.

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-134: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY AND CITY OF NORMAN AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FEMA'S REHABILITATION OF HIGH HAZARD POTENTIAL DAMS (HHPD) FOR CONSTRUCTION OF THE MISTY LAKE DAM FOR FISCAL YEAR 2024.

13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-107 MODIFYING AN EXISTING GRANT CONTRACT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) THROUGH THE PUBLIC FLEET CONVERSION GRANT PROGRAM TO BE USED FOR THREE (3) "BEAM SOLAR" LEVEL 2 EV CHARGING STATIONS AND TO EXTEND THE CONTRACT TERM AND BUDGET APPROPRIATION.

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $45,642 TO BE USED FOR THREE (3) “BEAM SOLAR” LEVEL 2 EV CHARGING STATIONS; APPROVAL OF CONTRACT K-2324-164; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-131: BY AND BETWEEN E & E LAWN CARE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-132: BY AND BETWEEN GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-41 AND CONTRACT K-2324-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC DBA A-TECH PAVING IN THE AMOUNT OF $154,312.85 FOR THE CLASSEN SIDEWALK PROJECT, PERFORMANCE BOND B-2324-52, STATUTORY BOND B-2324-53, MAINTENANCE BOND MB-2324-50, AND RESOLUTION R-2324-109 GRANTING TAX-EXEMPT STATUS.

18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-159: A SUBSCRIPTION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEARMAP US, INC. (NEARMAP) TO PROVIDE ACCESS TO OBLIQUE IMAGERY FOR THE CITY OF NORMAN IN THE AMOUNT OF $28,500 PER YEAR FOR A PERIOD OF THREE YEARS.

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,136,000 TO BE USED FOR TWO (2) ELECTRIC CNG FUELING COMPRESSORS; APPROVAL OF CONTRACT K-2324-162; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $320,260 TO BE USED FOR TWENTY-SIX (26) ALTERNATIVE FUEL VEHICLES, AND ONE (1) ELECTRIC FORD LIGHTNING TRUCK; APPROVAL OF CONTRACT K-2324-163; AND BUDGET ALLOCATION AS OUTLINED IN THE STAFF REPORT.

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,078,880 TO BE USED FOR TWO (2) ELECTRIC BUS PANTOGRAPH CHARGERS; APPROVAL OF CONTRACT K-2324-165; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

22. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-166 AND CONVEYANCES E-2324-136, E-2324-137, AND E-2324-138: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-228, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $194,919.84 IN FAVOR OF DEFENDANT HALLBROOKE.

23. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-167 AND CONVEYANCES E-2324-139, E-2324-140, E-2324-141 AND E-2324-142: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. UPLANDS DEVELOPMENT CO., L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-227, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $199,771.31 IN FAVOR OF DEFENDANT UPLANDS.

Resolutions

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-129: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 72ND AND 84TH AVENUES SE.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-130: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 84TH AND 96TH AVENUES SE.

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY REDUCING SEWER NEW DEVELOPMENT EXCISE TAX FUND APPROPRIATIONS BY $1,000,000 TO BETTER REFLECT REVENUES.

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $9,882.77 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RICK MANAGEMENT ACCOUNT TO REPAIR A CITY VEHICLE DAMAGED BY ANOTHER DRIVER IN A TRAFFIC COLLISION.

NON-CONSENT ITEMS

Second Reading Ordinance

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

30. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE LAND USE & TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.) CLEVELAND COUNTY, OKLAHOMA, FROM LOW-DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION AND HIGH-DENSITY RESIDENTIAL DESIGNATION (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

33. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9 PRELIMINARY PLAT FOR WHISPERING TRAILS ADDITION, (GENERALLY LOCATED ONE QUARTER MILE EAST OF 48TH AVENUE NW ON THE NORTH SIDE OF WEST INDIAN HILLS ROAD.)

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 (“ZONING”), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-511 (“A-1, GENERAL AGRICULTURAL DISTRICT”), 36-512 (“A-2, RURAL AGRICULTURAL DISTRICT”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”) AND 36-570 (“BOARD OF ADJUSTMENT”) IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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 ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024 AS ARBOR DAY IN THE CITY OF NORMAN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Don Menzie, Arborist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-25: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024 AS ARBOR DAY IN THE CITY OF NORMAN.

Proclamation

P-2324-25

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 21, 2024, AS ARBOR DAY IN THE CITY OF NORMAN.

§ 1. WHEREAS, Oklahoma has recognized Arbor Day through observance and ceremonies for more than 100 years; and

§ 2. WHEREAS, we recognize the importance of planting trees to beautify our parks and public places and around our homes and businesses; and

§ 3. WHEREAS, we recognize the environmental, social and economic benefits of trees such as providing shade; creating a sense of community and visually pleasing neighborhoods; reducing home heating and cooling costs, reducing air pollution, noise pollution and soil erosion; and enhancing property value and economic vitality of business areas; and

§ 4. WHEREAS, it is the purpose of Arbor Day to encourage the planting of trees in urban and rural areas, promote proper management of trees; and to remember the many benefits we receive from trees; and

§ 5. WHEREAS, Norman has been awarded for the twenty-first consecutive year, **Tree City USA** status by the Arbor Day Foundation; and

§ 6. WHEREAS, the City of Norman Parks and Recreation and City Tree Board have scheduled an Arbor Day observance Sunday, April 21st, 2024, at 3:00 p.m. in Reaves Park with a tree planting and presentation.

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

§ 7. Do hereby proclaim Sunday, April 21st, 2024, as Arbor Day in the City of Norman and encourage all citizens to observe Arbor Day by planting an Oklahoma proven tree for the benefit of all citizens and that of future generations.

PASSED AND APPROVED this 26th day of March, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

File Attachments for Item:

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 16, 2023, AND DECEMBER 21, 2023

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF FEBRUARY 16, 2023, AND DECEMBER 21, 2023

CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 16, 2023 at 4:00 PM

CITY COUNCIL FINANCE COMMITTEE MINUTES

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 pm in the Municipal Building Executive Conference Room on the 16th day of February, 2023, and notice of agenda of the meeting were posted in the Municipal Building at 201 West Gray, 24 hours prior to the beginning of the meeting.

PRESENT:

Chairman Heikkila and Member Lynn

ABSENT:

Member Foreman

OTHERS PRESENT:

Councilmember Grant
Councilmember Schueler
Councilmember Holman
Darrel Pyle, City Manager
Anthony Francisco, Director of Finance
Dannielle Risenhoover, Administrative Tech. IV
Kim Coffman, Budget Manager
Jacob Huckabaa, Budget Technician
Kathryn Walker, City Attorney
Jane Judson, Director of Planning
Jason Olsen, Director of Parks & Recreation
Chris Mattingly, Director of Utilities

CALL TO ORDER AND ROLL CALL

Mayor Heikkila welcomed everyone to the meeting. The meeting began at approximately 4:00 pm.

* * * * *

Item 1, being:

DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS

Anthony Francisco discussed the Monthly Revenue and Expenditure Reports. The sales and use tax, received in December 2022, is low in comparison to December 2021; however, December 2021 was a record month. Francisco stated that the December 2022 funds are still good and if the healthy sales trend

Item 1, continued:

continues, the City should continue to build some fund balances. As the City moves into their Fiscal Year 2024 budget, Francisco encouraged Council to consider appropriating funds for "one-time" expenditures, as opposed to "on-going" expenditures. City Manager Darrel Pyle highlighted that Norman's large student population impacts the City's sales tax timing differently than other cities in Oklahoma.

Councilmember Holman discussed the bankruptcy of the national Bed Bath & Beyond retail chain and pending closure of their store in Norman. Sara Kaplan, retail marketing coordinator, is monitoring this closure as well as an entertainment business that may move into the Sooner Fashion Mall's, Sears space.

Items submitted for the record:

1. Monthly Revenue and Expenditure Reports

* * * * *

Item 2, being:

DISCUSSION OF FISCAL YEAR 2023-2024 BUDGET

Francisco discussed the Fiscal Year 2023-2024 Budget. The Finance Department is in the process of receiving City department, revenue requests for next year's budget. Francisco stated that the City departments are doing a really good job justifying their requests. The City's Finance Department will review and prioritize these revenue requests during their Management Retreat on Friday, March 3, 2023. The City Manager will propose this draft budget to City Council for consideration.

Francisco highlighted a large Microsoft Office expenditure that will be requested by the City's Information Technology Department. This request will be a high dollar expenditure and is due to the necessary Microsoft Office Suite upgrade.

Several outside agencies have requested on-going support through the City's General Fund. Those agencies requesting an increase in the City's support for Fiscal Year Ending 24, were invited to attend this meeting; however, no representatives attended. These outside agency requests will be considered while planning the City Manager's 2024 budget. Francisco stated, that it is a Council question as to if they want to continue outside agency, General Fund, support. Councilmember Holman noted that the outside agency funding requests amount to approximately 1% of the City's General Fund budget.

Items submitted for the record:

1. Fiscal Year 2023-2024 Budget Reports
2. Outside Agency, Revenue Request Letters

* * * * *

Item 3, being:

ADJOURNMENT

Chairman Heikkila adjourned the meeting at approximately 4:40 pm.

* * * * *

ATTEST:

City Clerk

Mayor

CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 21, 2023 at 4:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, 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

PRESENT
Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya

ABSENT
Councilmember Ward 6 Elizabeth Foreman

OTHERS
Councilmember Helen Grant
Councilmember Stephen Holman
Councilmember Lauren Schueler
Anthony Francisco, Director of Finance
Shawn O'Leary, Director of Public Works
Kathryn Walker, City Attorney
Chris Mattingly, Director of Utilities
Scott Sturtz, City Engineer
Major Chad Vincent, Norman Police Dept.
Shaakira Calnick, Internal Auditor

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING THE INTERNAL AUDIT PROGRAM

Internal Auditor, Shaakira Calnick, announced approximately 16 projects that she has slated for audit review. Some of the projects include proper use of IntelliTime, travel card policies, fleet expenses, contract compliance, hiring processes, Public Safety Sales Tax compliance, University North Park TIF compliance, and Norman Forward compliance. Calnick said that it

would be up to the Audit Committee which projects were addressed first and that she would like to look at a tri-annual, risk based audit plan due to the length of time it takes to do a thorough audit. Calnick stated, "The Audit Committee shall consist of five voting members, two Councilmembers and three at large members who shall be appointed by the City Council. The three at large members shall be residents of the City of Norman with expertise in auditing, preferably performance auditing as well as financial auditing. Minimal professional standards shall include at least five years of experience as a performance auditor, a certified public accountant, certified internal auditor, certified management accountant, or ten years of other relevant, professional experience." Anthony Francisco stated, "We had anticipated that this Finance/Audit Committee would be the Audit Committee, now if you wanted to form a separate Audit Committee that would be up to the Mayor and Council." Councilmember Schueler stated that it would be a benefit to discuss the make-up of the Audit Committee with the Oversight Committee and that she would get this on the Oversight Committee's next agenda.

2. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS

Anthony Francisco gave the report. He brought up the record stock market returns from recent weeks highlighting that the City invests in the Municipal Bond and Treasury Bond market. "It is kind of unusual for the bond market to move with the stock market," Francisco said. "This has been a real good market for Municipal Bonds and the Treasury market as well and that's reflected in the investment returns that you see in these revenue reports." The General Fund is 181% above the budgeted target for investment returns, making it 250% above last year's target. The Capital Fund is 594% above last year's target. The Room Tax Fund is 1117% above budget for investment returns. "It's been a very good market and it's reflected in these investment returns," Francisco said.

In looking at the budget line items, Councilmember Holman asked about "Services and Maintenance" being down -34.66% indicating that the City had not spent $981,000 that was budgeted. Francisco stated that that was a reflection of the emergency reserve, "You're going to start to see some expenditures there because we're paying for the repairs to the library out of that emergency reserve budget. It's a 1% emergency allocation that Council does in each budget. It's mandated by the Rainy Day Fund Ordinance. We always hope that we don't have to spend it."

Councilmember Holman also asked, "How much of an increase have we seen since voters approved the increase in the hotel/motel tax?" Francisco replied, "We're right on budget for the room tax. Where we were just algebraically increasing the amount that we would bring in from the room tax related to the tax increase that has followed on those projections - at least so far."

Councilmember Grant said, "In regards to the Rainy Day Fund that paid for the repairs to the library, do we expect to get all of that back?" Francisco replied, "We do expect to get all or some of that back but it will probably be years of litigation before we do. So we're up fronting those expenditures trying to get the library repaired and back open as quickly as we can, and then let the litigation play itself out. It may be against the architect, it may be against the subcontractor or the main contractor; we'll see how those things play out." City Attorney Kathryn Walker added, "Or maybe they will work with us without litigation. That's the hope. We're still trying to identify the root cause."

With the budget process for FY25 approaching, Francisco told Councilmembers, "It's never a bad time for us (staff) to cost out things that you might want to do, if you want to pave a street or do a sidewalk in this neighborhood, that sort of thing. We will refer that to the Public Works

Department to say how much that would cost and then staff can start to prepare a budg request, prioritize them for Council consideration as we move along in the budget process."

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 4:45 PM.

ATTEST:

_____ _____

City Clerk Mayor

File Attachments for Item:

3.

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-43 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: City of Norman, Jerry's L.L.C., and the Linze Trust

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-43 UPON FIRST READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In September 2020, the City Council approved an agreement with Jerry's, LLC (K-2021-56) to solidify the acquisition of property necessary for the Porter Corridor project. Van's Pig Stand is the business occupying the parcel from which the subject acquisition was sought. There were a number of components to the agreement, including language that committed the City to participate in closure of the public street portion of the then existing Daws Street that would no longer be needed north of the newly-constructed cul-de-sac terminating the remainder of Daws Street. The closure of this right-of-way completes the redesign plan for Daws Street that removes the portion connecting to Porter Avenue, which should discourage commercial traffic's use of residential streets to the south. The closure also benefits adjacent property owner, the Linze Trust (Don's Lock Shop is located on this property), and thus that entity has also joined in the request.

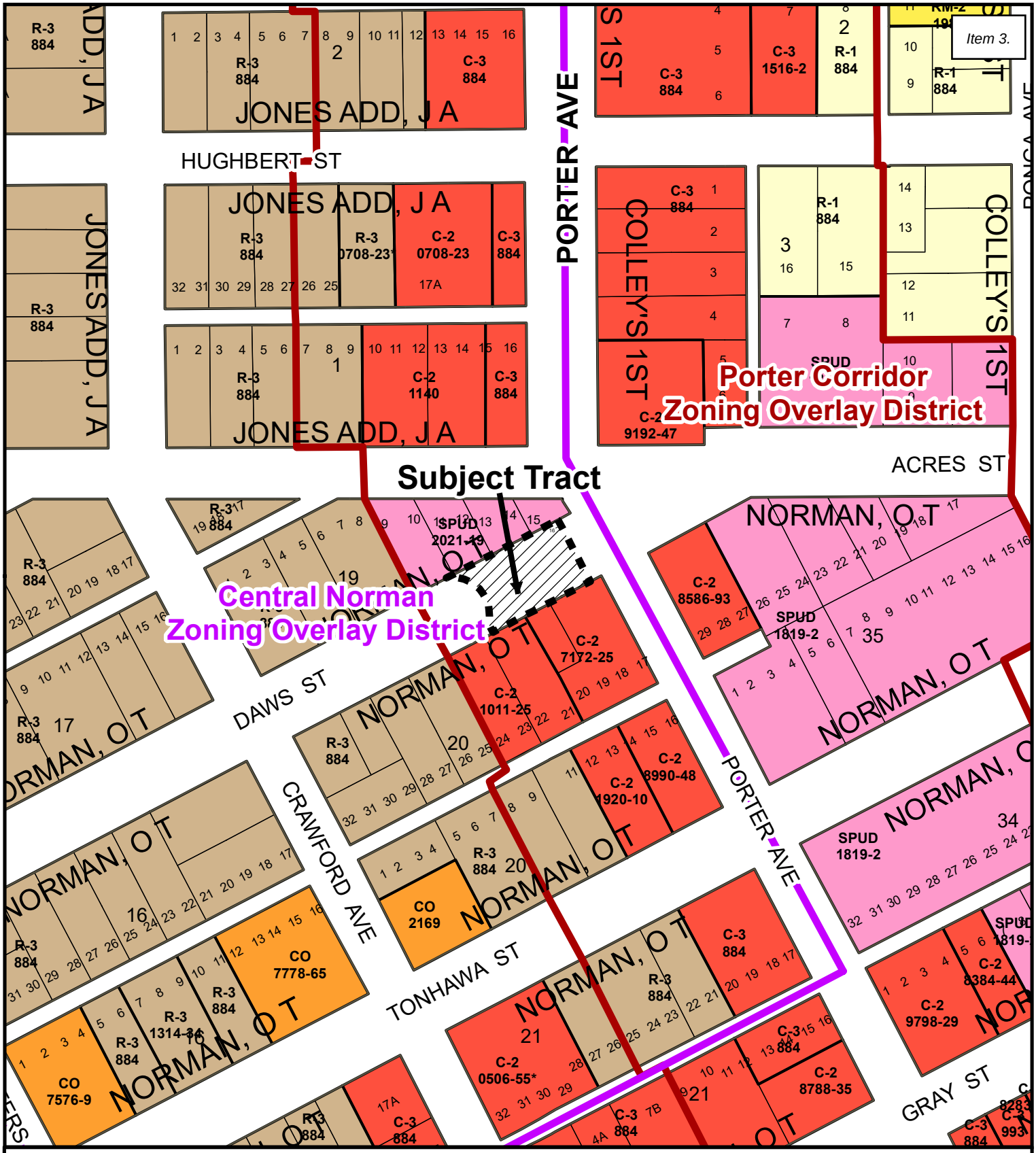
Part of the agreement required the retention by the City of certain public easements relating to installed sidewalk, drainage, and existing waterline and fiber. Upon closure, the private parties on either side may elect to seek vacation in District Court, at which time such easements would be reserved of record. This closure seeks to make a record of the parties' agreements regarding retained future easements for future use in any action for vacation. Thus, any closure approval is made subject to retention of necessary public easement.

DISCUSSION:

The Requesters desire to move forward with the planned closure so that the property can be utilized as currently designed. No changes to the current configuration of Daws Street and Porter Avenue are precipitated by this closure action. This will preserve necessary utility easement for existing City and other franchise utilities.

RECOMMENDATION:

Staff supports the request to close the Requested Closure demonstrated in the application, located at the former intersection of Daws Street and Porter Avenue, subject to the identified retained public utility easements, and recommends approval of Ordinance No. O-2324-43.



Location Map

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

N W E S

February 19, 2024

0 75 150 Ft.

Subject Tract

Zoning

G:\ArcGIS10.MapTemplates\8x11_LocationMapArcMap10.mxd

Ordinance No. O-2324-43

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, IN NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, pursuant to Resolution Number R-8182-66, the City of Norman, Jerry's LLC and the Linze Trust, owners of property adjacent to the subject right-of-way, have petitioned the City to have a portion of the right-of-way of Daws Street lying between the current terminating cul-de-sac of Daws Street and Porter Avenue closed; and,

§ 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and

§ 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held by the Planning Commission on March 14, 2024 regarding said closure; and

§ 4. That, subject to retention of identified public easements upon any future vacation, the portion of the public right-of-way described as follows is hereby closed:

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'48"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Lien of Lot 10, BLOCK 19;

THENCE N62°22’14”E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet of 0.22 acres more or less.

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

ADOPTED this _____ day

of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day

of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

office memorandum

DATE: January 6, 2024

TO: Beth Muckala, Assistant City Attorney
Chris Mattingly, Director of Utilities
Ken Danner, Subdivision Manager
Rone Tromble, Administrative Technician IV
Jane Hudson, Director of Planning and Community Development
Nathan Madenwald, Utilities Engineer

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Close Daws Street at the North Porter Avenue Intersection

I am in receipt of a request to close Daws Street where it intersects with North Porter Avenue as part of the 2019 Transportation Bond Improvements Projects.

After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item on March 26, 2024, and the information must be received in my office by March 18, 2024. If there is a problem in meeting that timeframe, please advise.

BH:smr
attachments

CITY OF NORMAN, OK
Memorandum

FILED IN THE OFFICE OF THE CITY CLERK ON 2-6-24

DATE: 2/6/2024

REQUESTERS: Paul D'Andrea, Capital Projects Manager for the **City of Norman**

Gunner Joyce, Attorney for **Jerry's LLC** and The Kaye M. Linze Revocable Trust Dated the 13th day of April, 2016 ("**Linze Trust**")

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: Petition and Joint Request to Close Daws Street where it intersects with North Porter Avenue

BACKGROUND:

The identified Requesters, the City of Norman, Jerry's LLC and the Linze Trust are all beneficial owners of the lands surrounding certain current public right-of-way previously utilized as Daws Street, where it intersects with North Porter Avenue, which right-of-way the requesters jointly propose be closed by the City of Norman, with reservation of certain utility easements.

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.

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 including new waterlines.

7. New ADA compliant pedestrian sidewalks adjacent to the roadway

8. Streetscape elements such as decorative lighting, sidewalk concrete and landscaping.

As part of the reconfiguration of Daws Street, the City eliminated the intersection between Daws Street and Porter Avenue and Daws Street became a cul-de-sac just west of Porter Avenue. Therefore, a portion of the remaining street right of way between the cul-de-sac and Porter Avenue no longer contains a city street. However, there are still City water, storm drainage and other structures in the area that the City of Norman, must maintain in the future.

DISCUSSION:

The Requesters believe the proposed closure of right-of-way is in the best interests of all parties, and ask the City of Norman to release and close, the following described portion of the Daws Street right-of-way ("Requested Closure"):

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'48"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Lien of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet of 0.22 acres more or less.

Upon closure, the Requested Closure area would distribute to each of the beneficial owners as demonstrated in the attached materials.

City of Norman Staff has reviewed the Requested Closure and identified affected utilities. The only utility infrastructure found within the Requested Closure is a City of Norman waterline. To

effectuate the Requested Closure, utility easements from each of the Requesters will need to be retained for the benefit of City of Norman, as demonstrated in the attached materials.

An ownership list certified by the Director of Public Works, reflecting all owners of record, according to County records, of property within 400 feet[1] in any direction of the above-described Requested Closure area is submitted herewith. A map which is attached to said ownership list shows the location of ownership lines for each owner of record whose name appears on the ownership list. The City of Norman will bear responsibility for effectuation and applicable costs and fees associated with this closure action, and all notices required thereby.

REQUESTED ACTION:

Pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Requestor/Applicants request the closure of the above-described Requested Closure area, by enactment of an ordinance by the City Council of the City of Norman.

Gunner Joyce, *Attorney for Jerry's, and the Linze Trust*

Paul D'Andrea, *Capital Projects Manager for the City of Norman*

[ATTACHMENTS]

[1] 300 ft. is the minimum notice radius, but the applicants have opted to notify to 400 ft.

TOTAL CLOSURE AREA

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 80.00 feet to the North line of Lot 17, BLOCK 20;

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18 ,19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N43°33'58"W a distance of 69.89 feet, a central angle bearing 112°37'17", and an arc length of 82.56 feet to a point on the South Line of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 9759 square feet or 0.22 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 13th day of September, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

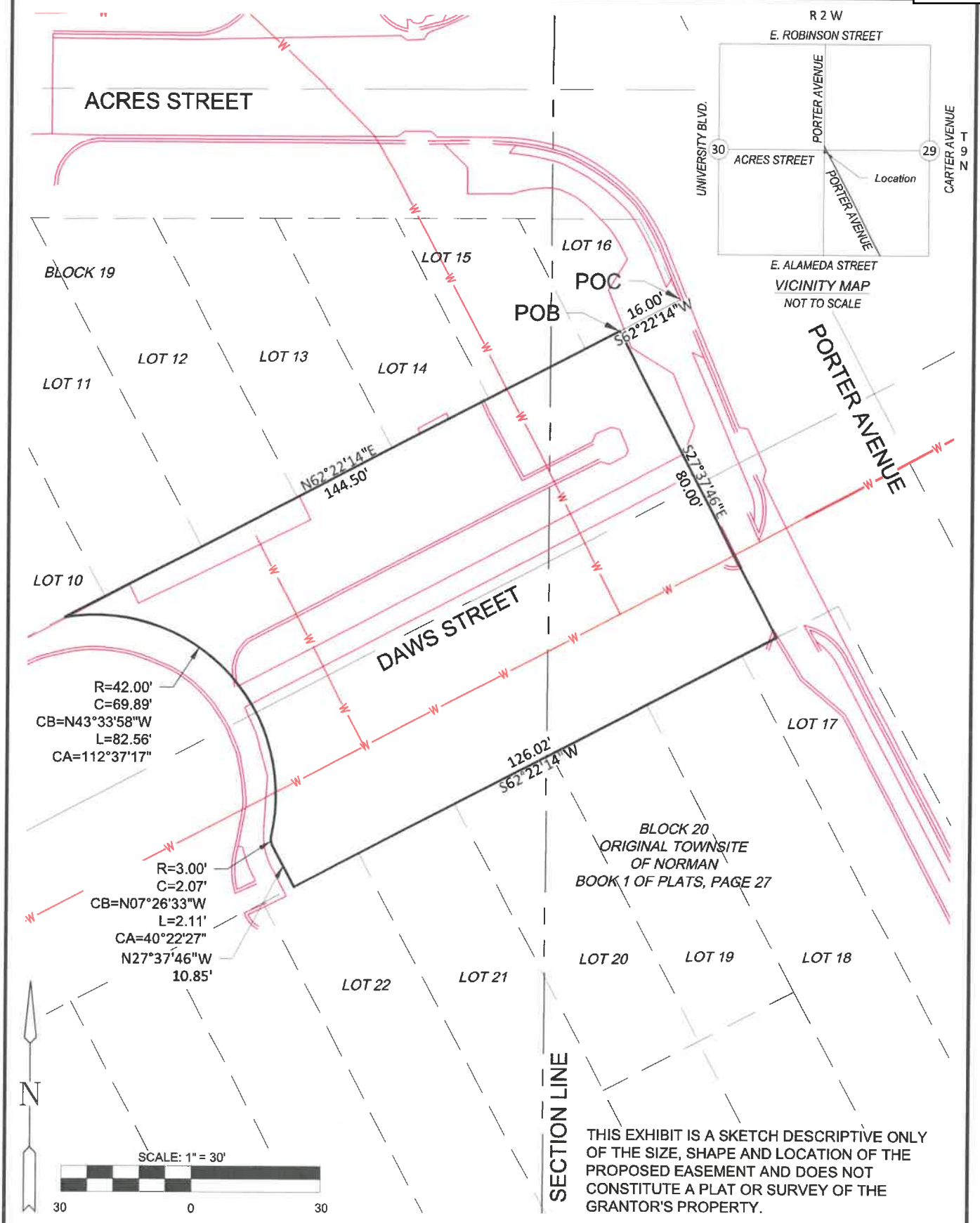
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Legal Description

FIGURE NUMBER ORWV1

SHEET NUMBER 1 of



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit

FIGURE NUMBER
ORWV2

SHEET NUMBER 2 of

TO VAN'S AFTER CLOSURE

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Northeast Corner of Lot 17, BLOCK 20 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the North Line of Lot 17 and said point being the POINT OF BEGINNING (POB);

THENCE S62°22'14"W a distance of 126.02 feet along the North Lines of Lots 17, 18, 19, 20, 21, and 22;

THENCE N27°37'46"W a distance of 10.85 feet to a point of curve;

THENCE on a tangent curve to the right having a radius of 3.00 feet, a chord bearing N07°26'33"W a distance of 2.07 feet, a central angle bearing 40°22'27", and an arc length of 2.11 feet to a point of curve;

THENCE on a tangent curve to the left having a radius of 42.00', a chord bearing N07°26'33"W a distance of 28.99 feet, a central angle bearing 40°22'27", and an arc length of 29.60 feet to a point on the platted centerline of Daws Street;

THENCE N62°22'14"E a distance of 115.31 feet along the platted centerline;

THENCE S27°37'46"E a distance of 40.00 feet to the POB;

Said parcel containing 4835 square feet or 0.11 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

LICENSED PROFESSIONAL LAND SURVEYOR
Paul E. Davis 1565
OKLAHOMA

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

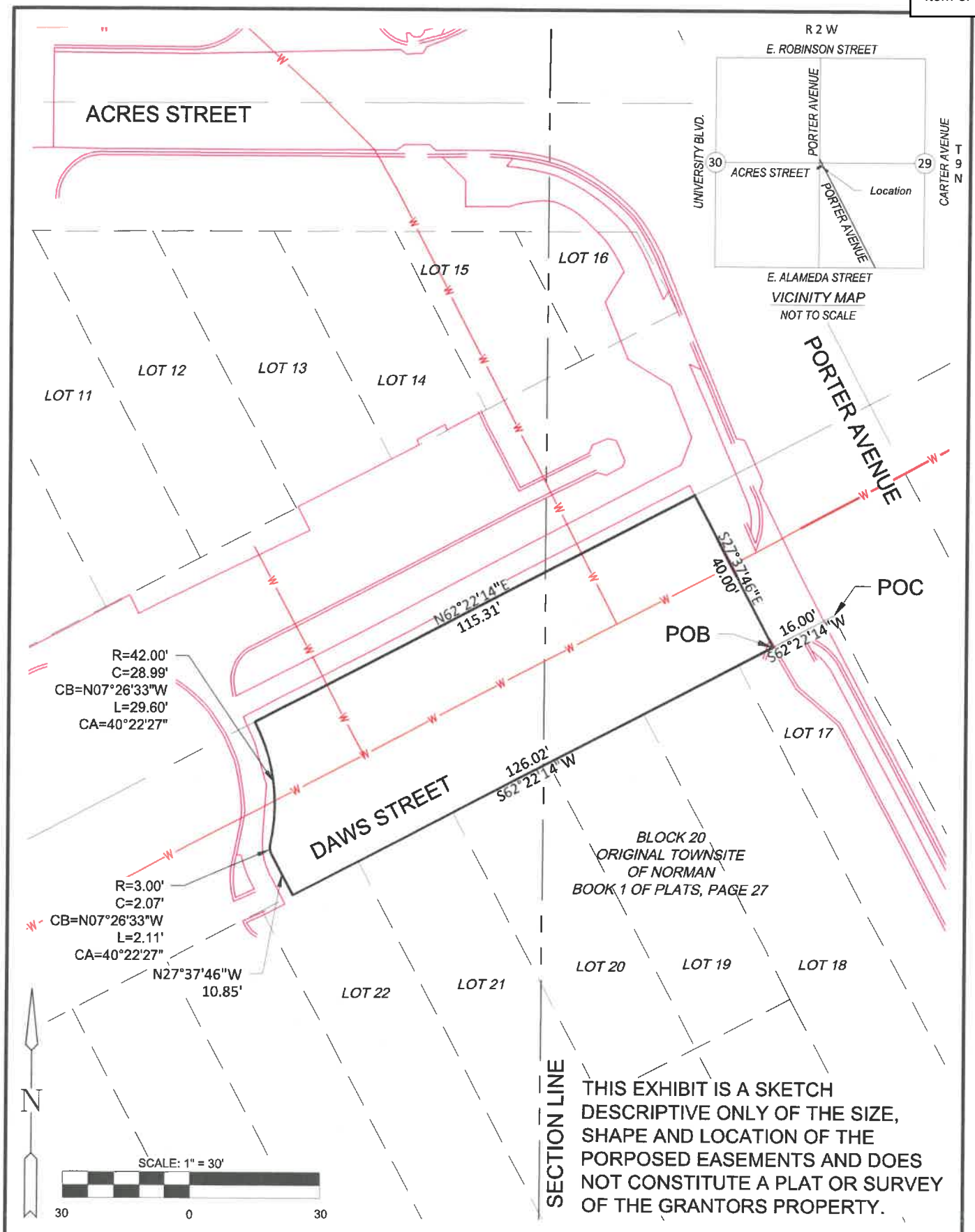
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit A

FIGURE NUMBER
VRWV1

SHEET NUMBER 1 of



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit B

FIGURE NUMBER
VRWV2

SHEET NUMBER 2 of

PUBLIC WATERLINE EASEMENT RETAINED ON VAN'S AFTER CLOSURE

Waterline Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING at the Northeast Corner of Lot 17, Block 20 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the North Line of Lot 17 to a point on the North Line of Lot 17;

THENCE N27°37'46"W a distance of 18.00 feet to the POINT OF BEGINNING (POB);

THENCE S62°22'14"W a distance of 121.53 feet to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing N86°02'29"W, a chord bearing N07°02'18"W a length of 16.02 feet, a central angle of 21°59'39", and an arc length of 16.12 feet;

THENCE N62°22'14"E a distance of 14.36 feet;

THENCE N27°37'46"W a distance of 7.00 feet to the platted centerline of Daws Street;

THENCE N62°22'14"E along said platted centerline a distance of 10.00 feet;

THENCE S27°37'46"E a distance of 7.00 feet;

THENCE N62°22'14"E a distance of 57.54 feet;

THENCE N27°37'46"W a distance of 7.00 feet to a point on said platted centerline;

THENCE N62°22'14"E along said platted centerline a distance of 15.00 feet;

THENCE S27°37'46"E a distance of 7.00 feet;

THENCE N62°22'14"E a distance of 19.00 feet;

THENCE S27°37'46"E a distance of 15.00 to the POB;

Said parcel containing 1949 square feet or 0.05 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

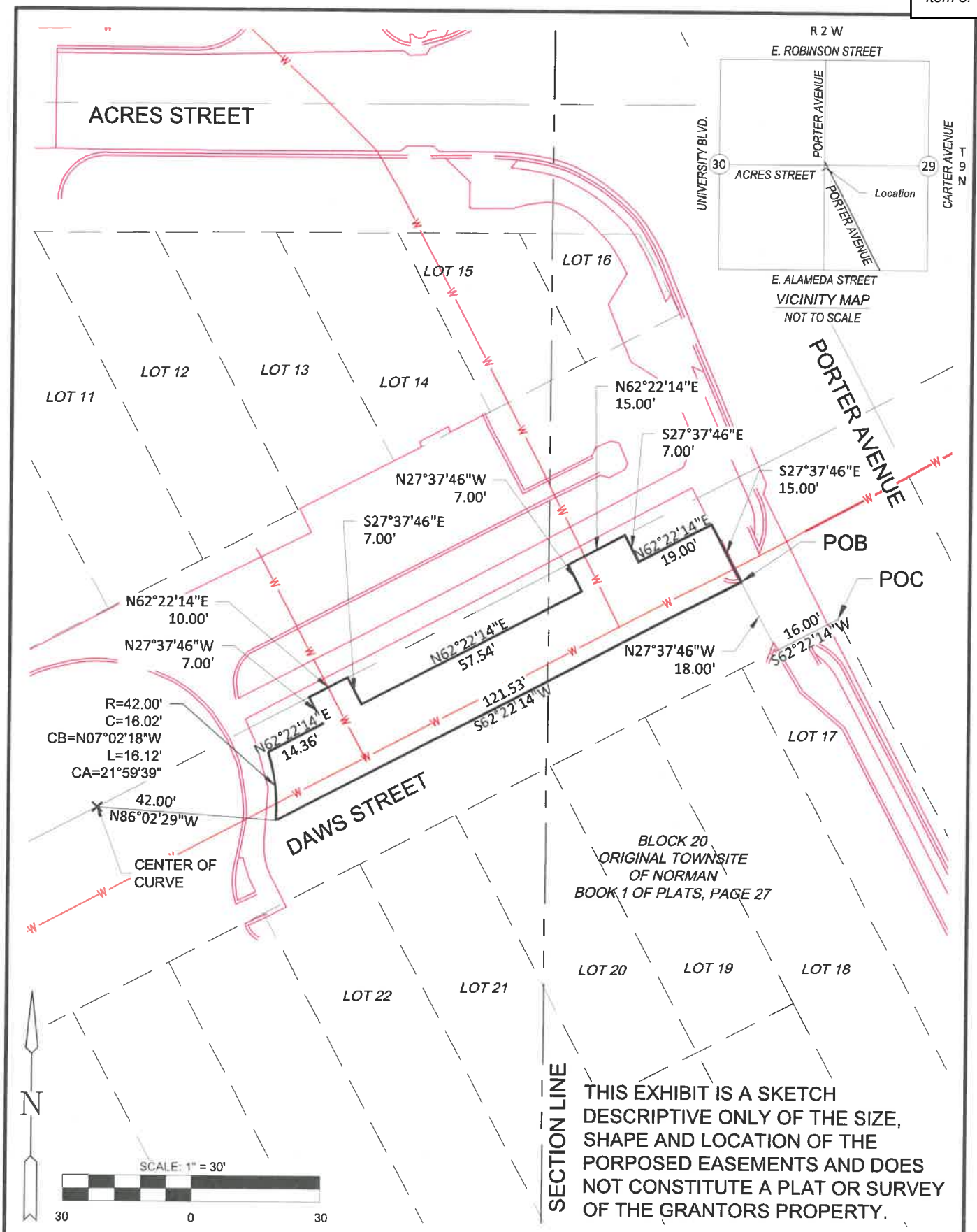
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit A

FIGURE NUMBER
VWLE1

SHEET NUMBER 1 of



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit B

FIGURE NUMBER
VWLE2

SHEET NUMBER 2 of 40

TO DON'S AFTER CLOSURE

RIGHT OF WAY VACATION

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING (POB) at the Southeast Corner of Lot 14;

THENCE S27°37'46"E a distance of 40.00 feet to the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 81.31 feet along the platted centerline to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing S62°22'14"W, a chord bearing N63°45'12"W a distance of 49.52 feet, a central angle bearing 72°14'50", and an arc length of 52.96 feet to a point on the South Line of Lot 10;

THENCE N62°22'14"E a distance of 110.50 feet along the South Lines of Lots 10, 11, 12, 13, and 14 to the POINT OF BEGINNING;

Said parcel containing 3564 square feet or 0.08 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

LICENSED PROFESSIONAL LAND SURVEYOR
Paul E. Davis 1565
OKLAHOMA

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

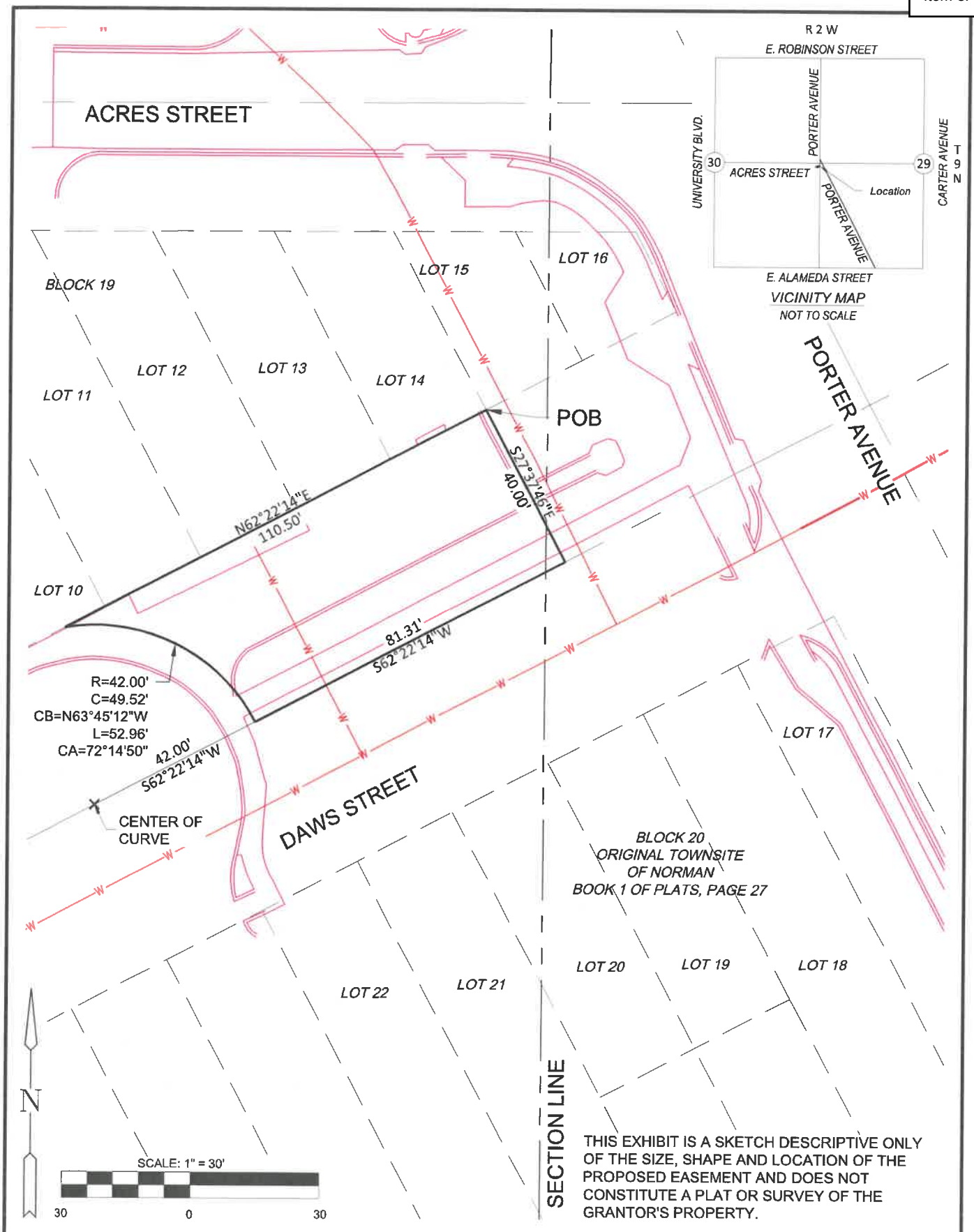
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit A

FIGURE NUMBER DRWV1

SHEET NUMBER 1 of 42



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit B

FIGURE NUMBER
DRWV2

SHEET NUMBER 2 of 43

PUBLIC SIDEWALK AND DRAINAGE EASEMENT RETAINED ON DON'S AFTER CLOSURE

Drainage and Sidewalk Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 14, Block 19 of ORIGINAL TOWNSITE OF NORMAN, BOOK 1 OF PLATS, Page 27;

THENCE S27°37'46"E a distance of 23.00 feet to a point and said point being the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 17.00 feet to a point on the platted centerline of Daws Street

THENCE S62°22'14"W a distance of 81.31 feet along the platted centerline to a curve;

THENCE on a curve to the left having a radius of 42.00 feet bearing S62°22'14"W, a chord bearing N39°34'04"W a distance of 17.38 feet, a central angle of 23°52'34", and an arc length of 17.50 feet;

THENCE N62°22'14"E a distance of 84.90 feet to the POB;

Said parcel containing 1402 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

LICENSED PROFESSIONAL LAND SURVEYOR
Paul E. Davis
1565
OKLAHOMA

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

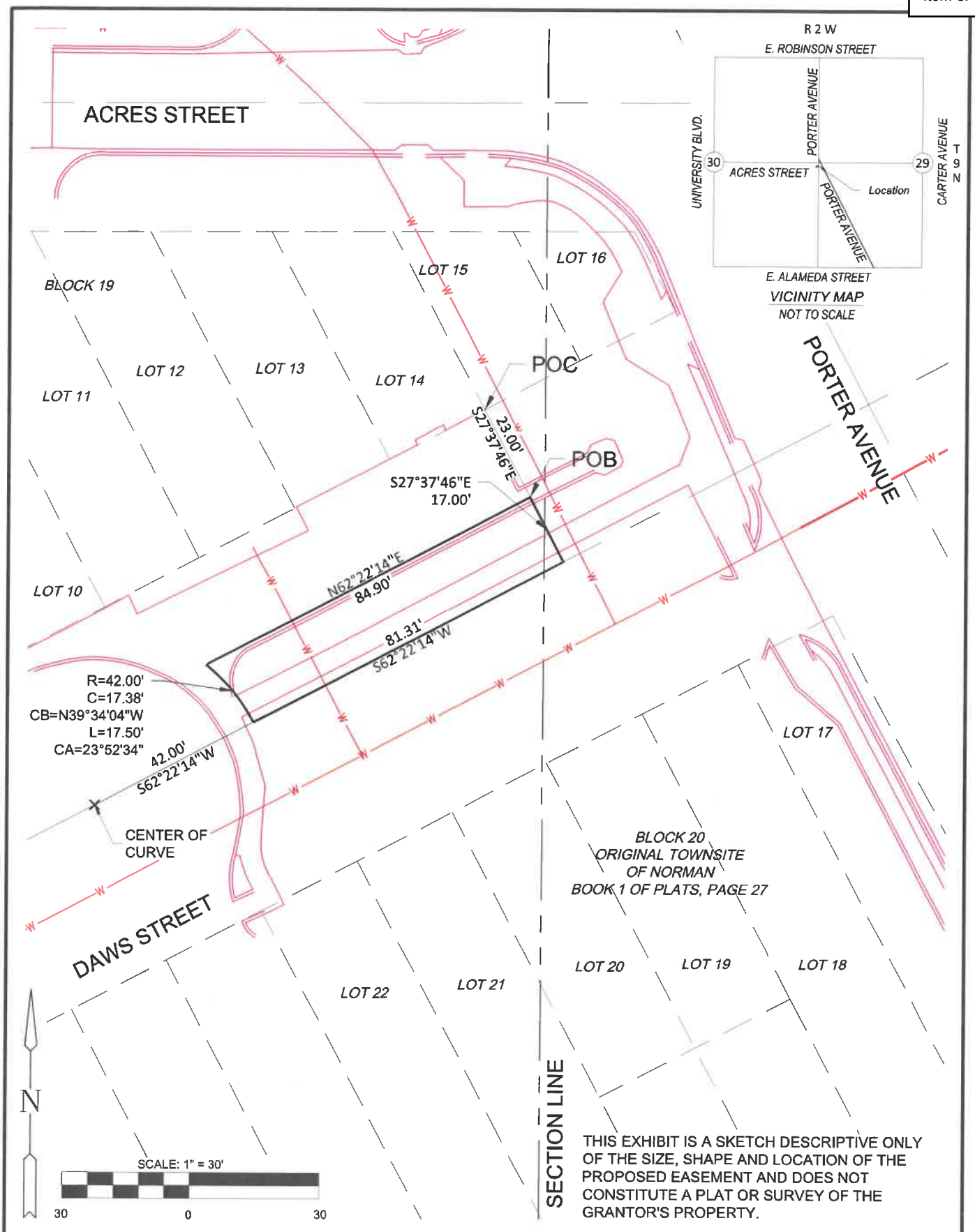
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Drainage and Sidewalk Easement
Exhibit A

FIGURE NUMBER
DDSWE1

SHEET NUMBER 1 of



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Drainage and Sidewalk Easement
Exhibit B

FIGURE NUMBER
DDSWE2

SHEET NUMBER 2 of

PUBLIC WATERLINE EASEMENT RETAINED ON DON'S CLOSURE

Waterline Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of LOT 12, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 8.09 feet along the South Line of Lot 12 to the POINT OF BEGINNING (POB);

THENCE S27°37'46"E a distance of 40.00 feet to the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 10.00 along the platted centerline;

THENCE N27°37'46"W a distance of 40.00 feet to a point on the South Line of Lot 12;

THENCE N62°22'14"E a distance of 10.00 feet along the South Line of Lot 12 to the POB;

Said parcel containing 400 square feet or 0.01 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Aut. 4193
Exp. Date June 30, 2024

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

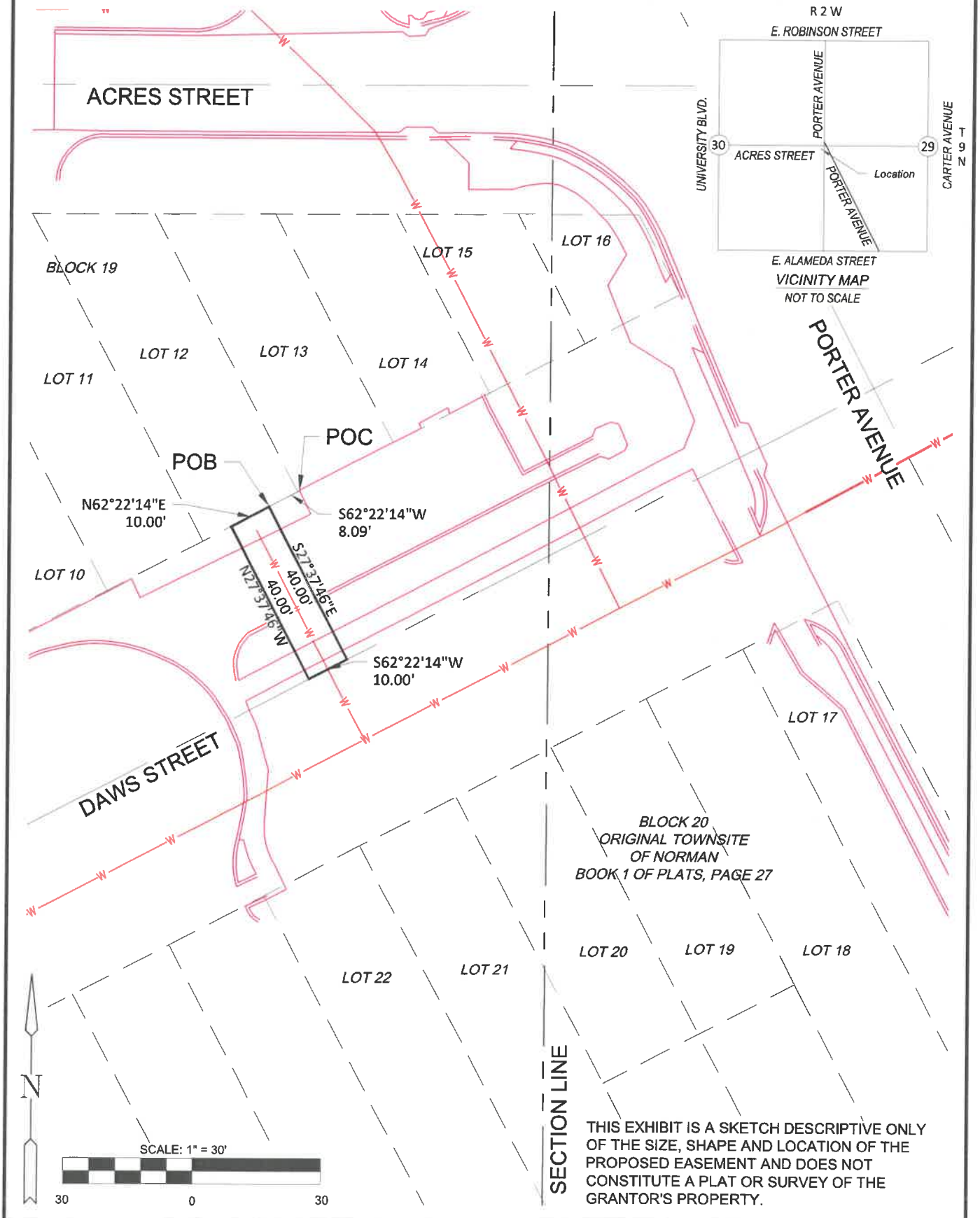
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit A

FIGURE NUMBER
DWLE1

SHEET NUMBER 1 of



© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit B

FIGURE NUMBER
DWLE2

SHEET NUMBER 2 of 49

TO CITY AFTER CLOSURE

Right of Way Vacation

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING (POB) at the Southwest Corner of Lot 15, Block 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE N62°22'14"E a distance of 34.00 feet along the South Lines of Lots 15 and 16;

THENCE S27°37'46"E a distance of 40.00 feet to a point on the platted centerline of Daws Street;

THENCE S62°22'14"W a distance of 34.00 feet along the platted centerline;

THENCE N27°37'46"W a distance of 40.00 feet to the POB;

Said parcel containing 1360 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

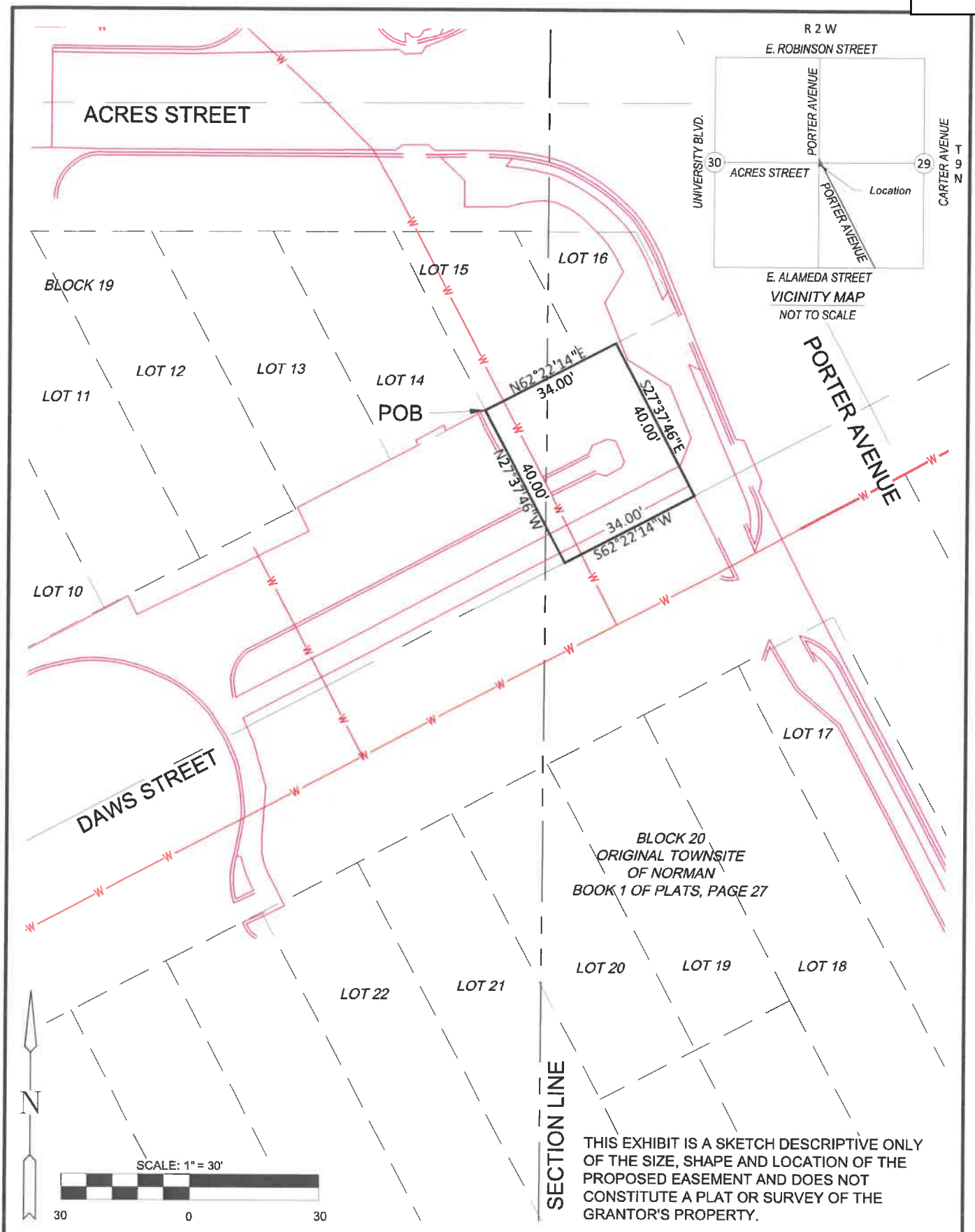
SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 13th day of September, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Right of Way Vacation
Exhibit

FIGURE NUMBER
NRWV2

SHEET NUMBER 2 of

PUBLIC WATERLINE EASEMENT RETAINED ON CITY'S AFTER CLOSURE

WATERLINE EASEMENT

A part of the of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 15, Block 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S27°37'46"E a distance of 86.86 feet to a point on the platted centerline of Daws Street;

THENCE N62°22'14"E a distance of 15.00 feet along the platted centerline of Daws Street;

THENCE N27°37'46"W a distance of 79.08 feet to a point on the North Line of Lot 15;

THENCE S89°47'34"W a distance of 16.90 feet along the North Line to the POINT OF BEGINNING;

Said parcel containing 1245 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 22nd day of June, 2023.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

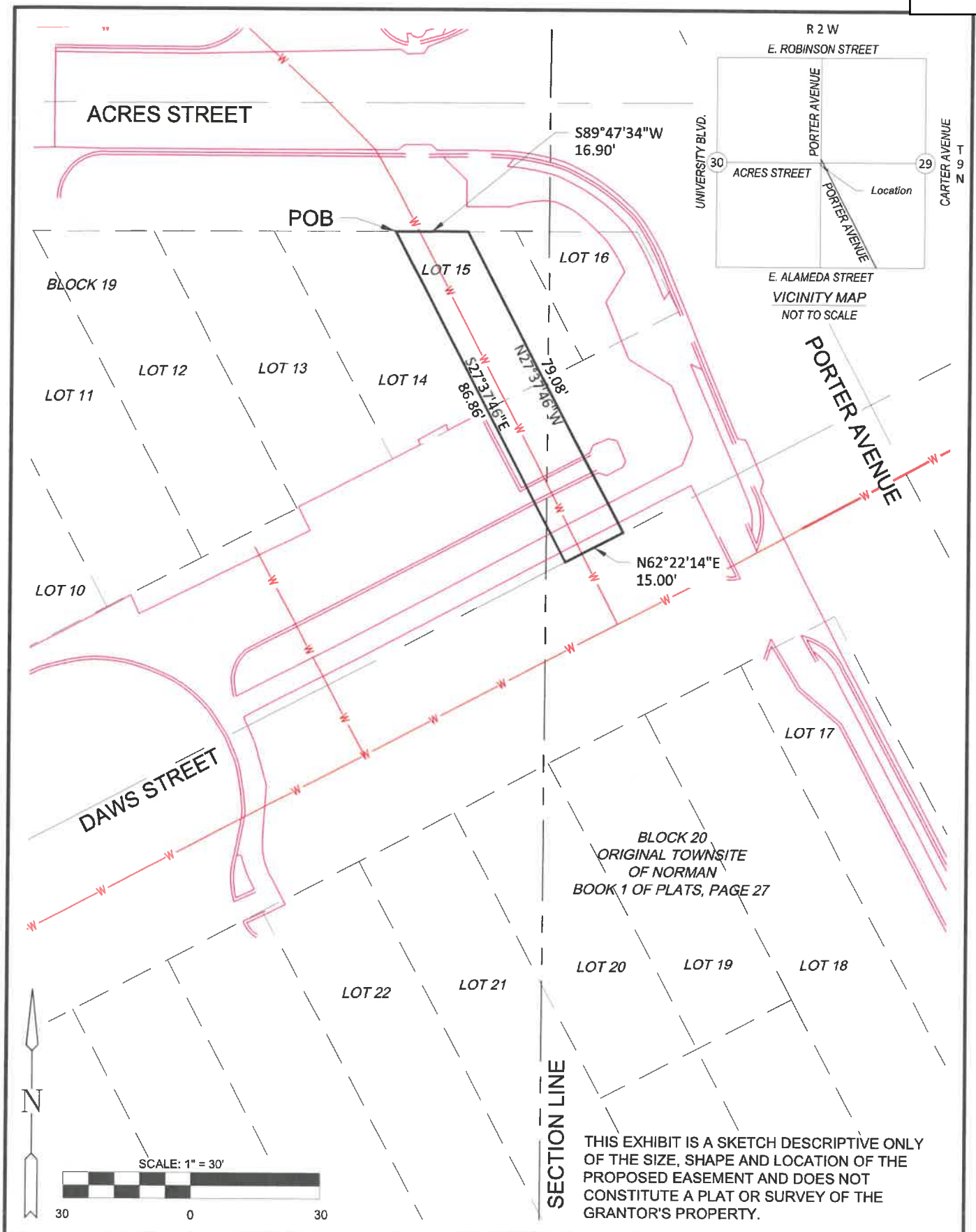
GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Waterline Easement
Exhibit A

FIGURE NUMBER
NWLE1

SHEET NUMBER 1 of



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

© 2023 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

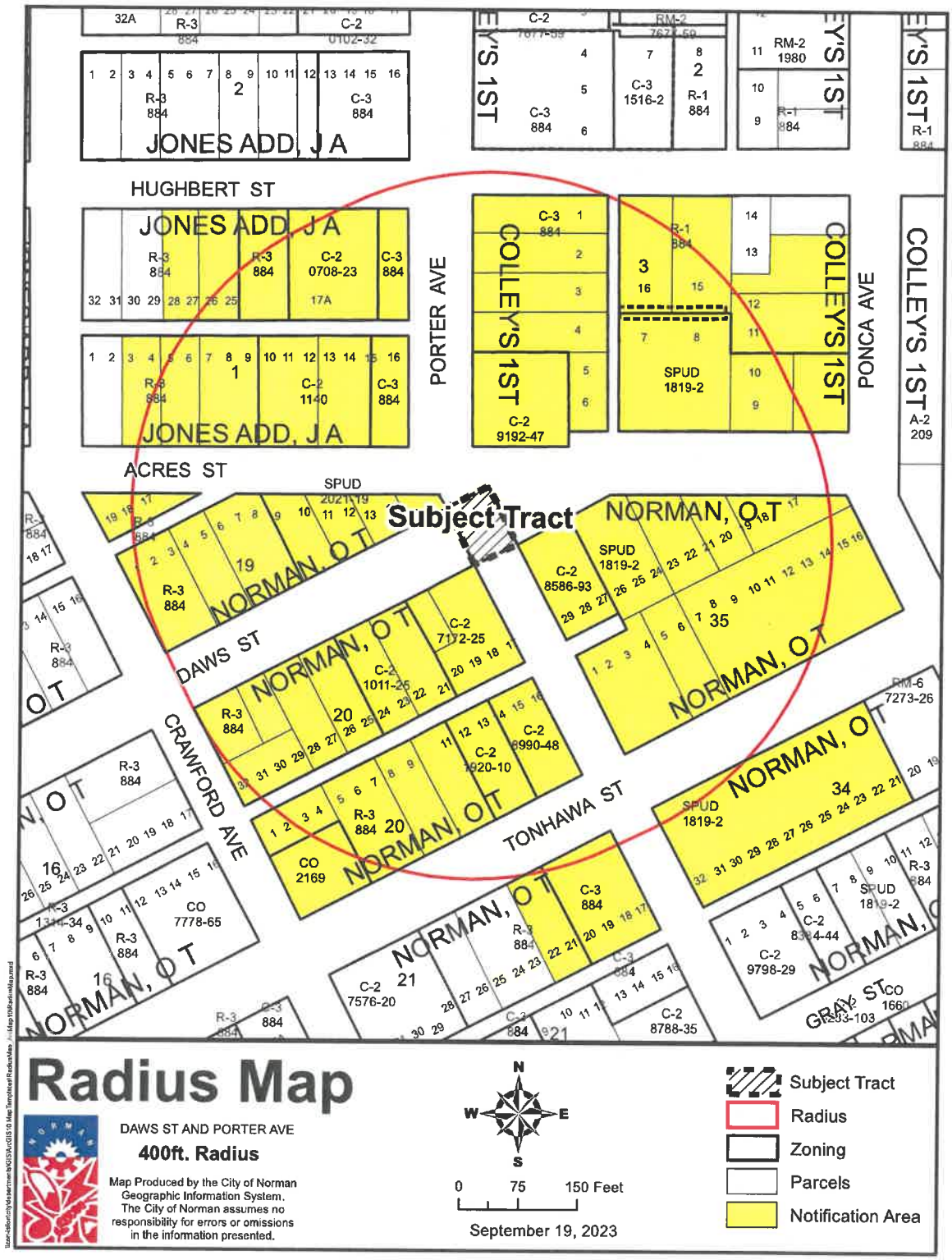
Waterline Easement
Exhibit B

FIGURE NUMBER
NWLE2

SHEET NUMBER 2 of

RADIUS MAP &

NOTICE ADDRESS LIST


Subject Tract
HUGHBERT ST
ACRES ST
DAWS ST
CRAWFORD AVE
PORTER AVE
PONCA AVE
TONHAWA ST
GRAY ST
JONES ADD, J A
COLLEY'S 1ST
NORMAN, O T
SPUD
1819-2
Radius Map
DAWS ST AND PORTER AVE
400ft. Radius
Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.
N
W
E
S
0 75 150 Feet
September 19, 2023
Subject Tract
Radius
Zoning
Parcels
Notification Area

COX, JEFFREY & LISA
301 E Daws ST
Norman OK 73069-7214

KIMMEL, BRENDA
309 E Daws ST
Norman OK 73069-7214

WOODROW, MOLLY
315 E DAWS ST
NORMAN OK 73069

CLEAR, DENISE
3300 Fireside CIR
Norman OK 73072-2928

LINZE, KAYE M-REV TRT
3101 Cruden DR
Norman OK 73072

LINZE, KAYE M-REV TRT
3101 Cruden DR
Norman OK 73072

CITY OF NORMAN
201 W Gray ST
Norman OK 73069-7108

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

DAWSON, SHELLEY
315 N Crawford AVE
Norman OK 73069-7221

JB COMMERCIAL, LLC
1875 Rolling Hills ST
Norman OK 73072-6707

HOOPER RENTAL, LLC
100 W Main ST
Norman OK 73069-1301

WATERMAN, DAVID H
315 E Tonhawa ST
Norman OK 73069-7236

DILLON, MARK
278 1st AVE, Apt 6A
New York NY 10009-1829

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

JERRY`S LLC
320 N Porter AVE
Norman OK 73071-5839

SOLTERO, TRISTEN H
312 E Daws ST
Norman OK 73069-7215

OSBURN, ARVA
310 E Daws ST
Norman OK 73069-7215

HARMON, LISA MARIE
308 E DAWS ST
NORMAN OK 73069

MURPHY, EARL W
319 N CRAWFORD AVE
NORMAN OK 73069

WILLIGE, JUSTIN D
306 E Daws ST
Norman OK 73069-7215

NORTH PORTER CENTER, LLC
2301 W Main ST
Norman OK 73069-6463

NORTH PORTER CENTER, LLC
2301 W Main ST
Norman OK 73069-6463

CATHOLIC CHURCH & RECTORY
211 N Porter AVE
Norman OK 73071-5836

ARCHDIOCESE OF OKLA CITY
425 E Tonhawa ST
Norman OK 73071-5842

MCQUINNESS, EUGENE REV
409 N PORTER AVE
NORMAN OK 73071

ST JOSEPHS SCHOOL
425 N PORTER AVE
NORMAN OK 73071

SALATKA, CHARLES A-ARCHBISHOP
425 E Tonhawa ST
Norman OK 73071-5842

QUINN, JOHN R
420 E ACRES ST
NORMAN OK 73071

QUINN, JOHN R REV
414 E ACRES ST
NORMAN OK 73071

ST JOSEPHS CATHOLIC CHURCH
410 E DAWS ST
NORMAN OK 73071

DAVE`S HEALTH MART PHARMACY INC
12520 S Youngs PL
Oklahoma City OK 73170-3415

D & J RENTAL PROPERTIES, LLC
142 Breakenridge DR
Eufaula OK 74432-5271

WOODS PROPERTY MANAGEMENT LLC
2301 W Main ST
Norman OK 73069-6463

WOODS PROPERTY MANAGEMENT LLC
2301 W Main ST
Norman OK 73069-6463

WOODS PROPERTY MANAGEMENT LLC
2301 W Main ST
Norman OK 73069-6463

VESPER PROPERTIES, LLC
501 N Porter AVE
Norman OK 73071-6027

WOODS PROPERTY MANAGEMENT LLC
2301 W Main ST
Norman OK 73069-6463

REED ET AL, VICTOR RT RE
413 E ACRES ST
Norman OK 73071

REED ET AL, VICTOR RT RE
429 E ACRES ST
Norman OK 73071

REED ET AL, VICTOR RT RE
425 E ACRES ST
Norman OK 73071

GRAVEL, LARRY H & KARLINDA J
410 N PONCA AVE
NORMAN OK 73071

CLAYDON, CAROLINE KAY
1920 Delancey DR
Norman OK 73071-3817

COKER, JEANETTE
418 E HUGHBERT ST
NORMAN OK 73071

WOODS PROPERTY MANAGEMENT LLC
2301 W Main ST
Norman OK 73069-6463

PRICE, JERRY D & MARTHA J-REV LIV TRT
708 N Cockrel AVE
Norman OK 73071-6212

HUNTINGTON INVESTMENT CORP
3113 MILLBURY RD
NORMAN OK 73071

KHOURI & JAZZAR PROPERTIES, LLC
620 N Berry RD
Norman OK 73069-7542

GOODMAN, BRADLEY K
300 1/2 E Main ST
Norman OK 73069-1305

RAYA, LLC
506 N PORTER AVE
NORMAN OK 73071

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

GOODMAN INVESTMENTS, LLC
820 W Franklin RD
Norman OK 73069-8107

GOODMAN HOLDINGS, LLC
300 1/2 E MAIN ST
NORMAN OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/8/24

To the planning City Council and to those it might concern,

The residents that share the neighborhood with Vans Pig Stand have been fighting the encroachment of said business as far back as 2006. The original plans- for the culdesac that Vans Pig Stand eventually won- indicated that their own property would be used in part for the culdesac itself. Instead, it was the properties around it that suffered loss of square footage. The neighbors yard next to Dons Lock Shop has been largely scalped for the culdesac- disregarding those who live here and giving that space up for business over residents.

A majority of the business that Vans Pig Stand receives enter onto the property using the Porter street entrance. It is right back on to Porter that these same customers exit. The Porter entrance for Vans Pig Stand is their main thoroughfare.

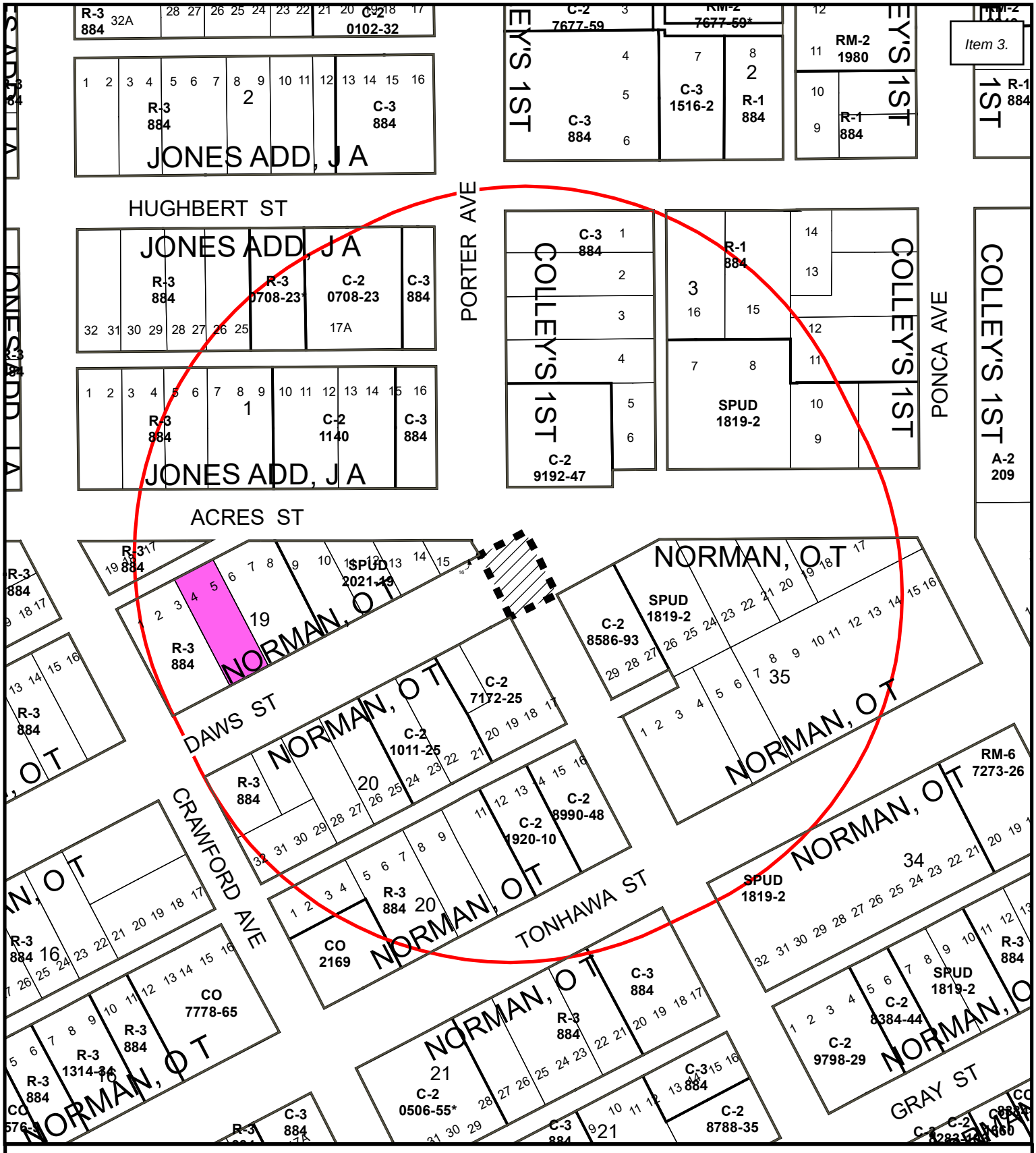
The culdesac that was created at the behest of Vans Pig Stand was developed with complete disregard to the eye-sore that it created for the residents of East Daws street and the surrounding area. The culdesac itself is little more than a dead-end and certainly does not provide the turn around space that school busses for the neighborhoods children and city sanitation need to properly and safely turn around. We regularly watch trucks struggle to turn around in the miniscule space provided to do so.

I would recommend that the culdesac be redesigned appropriately, using more of the Vans Pig Stand parking lot as it was originally intended to do so- with the neighborhood in mind. There is a fence between Vans Pig Stand and the neighbor sharing a property line with them- but no sound barrier or visual barrier for the rest of the neighborhood that is forced to look at their parking lot that is rarely more than 50% full. A sound barrier and fence should be erected, which would provide Vans Pig Stand with space to place benches along on their side for their customers that walk there to eat.

The culdesac was designed under the assumption that the residents of the neighborhood would be considered. Instead we were given a small bare space that hardly qualifies as a space to turn around- muchless an actual culdesac. Maintaining the Porter entrance and exit for the Vans Pig Stand business saves the neighborhood from further being trampled on by businesses whos needs have been put first.

405 623 7989

1 Brenda Kimmel
309 E. Daws St
Norman OK 73069



Protest Map

1.7% Protest Within Notification Area

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

N W E S

0 75 150 Feet

March 13, 2024

Subject Tract

Notification Area

Protest

Public Utility Easement

A part of ORIGINAL TOWNSITE OF NORMAN, RECORD BOOK 1 OF PLATS, PAGE 27, more particularly described as follows:

COMMENCING (POC) at the Southeast Corner of Lot 16, BLOCK 19 of said ORIGINAL TOWNSITE OF NORMAN;

THENCE S62°22'14"W a distance of 16.00 feet along the South Line of Lot 16 and said point being the POINT OF BEGINNING (POB);

THENCE leaving said South Line S27°37'46"E a distance of 10.00 feet;

THENCE S62°22'14"W a distance of 127.91 feet to a point of curve;

THENCE on a curve to the left having a radius of 42.00 feet, a chord bearing N86°32'44"W a distance of 19.37 feet, a central angle bearing 26°39'45", and an arc length of 19.54 feet to a point on the South Line of Lot 10, BLOCK 19;

THENCE N62°22'14"E a distance of 144.50 feet along the South Lines of Lots 10, 11, 12, 13, 14, 15, and 16 to the POB;

Said parcel containing 1348 square feet or 0.03 acres more or less.

Bearings and Distances are GRID - Oklahoma State Plane - South Zone

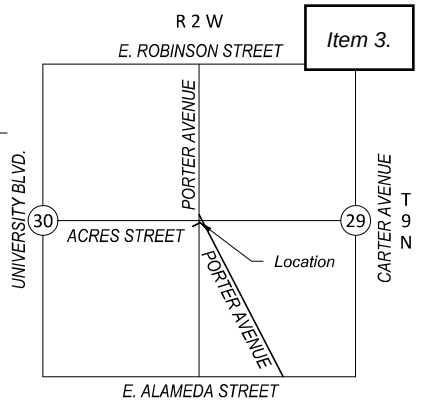
SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herin closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical sttandards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 12th day of March, 2024.

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2024

© 2024 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.



VICINITY MAP
NOT TO SCALE

ACRES STREET

BLOCK 19

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

POC

POB

S62°22'14"W
16.00'

S27°37'46"E
10.00'

PORTER AVENUE

N62°22'14"E
144.50'

127.91'
S62°22'14"W

LOT 10

DAWS STREET

R=42.00'
C=19.37'
CB=N86°32'44"W
L=19.54'
CA=26°39'45"

LOT 17

BLOCK 20
ORIGINAL TOWNSITE
OF NORMAN
BOOK 1 OF PLATS, PAGE 27

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

SECTION LINE

N

SCALE: 1" = 30'

30 0 30

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

© 2024 GARVER, LLC - THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

GARVER
750 SW 24th Street, Suite 200
Moore, OK 73160
405.329.2555

CITY OF NORMAN
NORMAN, OKLAHOMA
PORTER AND ACRES
INTERSECTION
IMPROVEMENTS

Public Utility Easement
Exhibit

FIGURE NUMBER
CPUE2

SHEET NUMBER 2

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/14/2024

REQUESTER: City of Norman, Jerry's L.L.C., and the Linze Trust

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-43: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE DAWS STREET RIGHT-OF-WAY, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In September 2020, the City Council approved an agreement with Jerry's, LLC (K-2021-56) to solidify the acquisition of property necessary for the Porter Corridor project. Van's Pig Stand is the business occupying the parcel from which the subject acquisition was sought. There were a number of components to the agreement, including language that committed the City to participate in closure of the public street portion of the then existing Daws Street that would no longer be needed north of the newly-constructed cul-de-sac terminating the remainder of Daws Street. The closure of this right-of-way completes the redesign plan for Daws Street that removes the portion connecting to Porter Avenue, which should discourage commercial traffic's use of residential streets to the south. The closure also benefits adjacent property owner, the Linze Trust (Don's Lock Shop is located on this property), and thus that entity has also joined in the request.

Part of the agreement required the retention by the City of certain public easements relating to installed sidewalk, drainage, and existing waterline and fiber. Upon closure, the private parties on either side may elect to seek vacation in District Court, at which time such easements would be reserved of record. This closure seeks to make a record of the parties' agreements regarding retained future easements for future use in any action for vacation. Thus, any closure approval is made subject to retention of necessary public easement.

DISCUSSION:

The Requesters desire to move forward with the planned closure so that the property can be utilized as currently designed. No changes to the current configuration of Daws Street and Porter Avenue are precipitated by this closure action. This will preserve necessary utility easement for existing City and other franchise utilities.

RECOMMENDATION:

Staff supports the request to close the Requested Closure demonstrated in the application, located at the former intersection of Daws Street and Porter Avenue, subject to the identified retained public utility easements, and recommends approval of Ordinance No. O-2324-43.

File Attachments for Item:

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

BOARD OF APPEALS

TERM: 02/03/24 TO 02/03/28, J.W. DANSBY, WARD 3

TERM: 02/03/24 TO 02/03/28, MARC ETTERS, WARD 5

PUBLIC SAFETY OVERSIGHT BOARD

TERM: 02/10/24 TO 02/10/27, LEE GREENLEAF, WARD 4

TERM: 02/10/24 TO 02/10/27, ANN GALLAGHER, WARD 6

TERM: 02/10/24 TO 02/10/27, GREGORY GILKEY, WARD 3

UNP TIF OVERSIGHT COMMITTEE

TERM: 04/10/24 TO 04/10/27, ROB NORMAN, WARD 3

TERM: 04/10/24 TO 04/10/27, KAIMEE KELLIS, WARD 4

TERM: 04/10/24 TO 04/10/27, NICK MIGLIORINO

CENTER CITY URBAN DESIGN IMPLEMENTATION PLAN

AD HOC COMMITTEE

LEE HALL

KEITH MCCABE

RICHARD MCKOWN

AUTUMN MCMAHON

JIM ADAIR

COUNCILMEMBER HOLMAN

COUNCILMEMBER PEACOCK

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Mayor Heikkila

PRESENTER: Brenda Hall, City Clerk

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

BOARD OF APPEALS
TERM: 02/03/24 TO 02/03/28, J.W. DANSBY, WARD 3
TERM: 02/03/24 TO 02/03/28, MARC ETTERS, WARD 5

PUBLIC SAFETY OVERSIGHT BOARD
TERM: 02/10/24 TO 02/10/27, LEE GREENLEAF, WARD 4
TERM: 02/10/24 TO 02/10/27, ANN GALLAGHER, WARD 6
TERM: 02/10/24 TO 02/10/27, GREGORY GILKEY, WARD 3

UNP TIF OVERSIGHT COMMITTEE
TERM: 04/10/24 TO 04/10/27, ROB NORMAN, WARD 3
TERM: 04/10/24 TO 04/10/27, KAIMEE KELLIS, WARD 4
TERM: 04/10/24 TO 04/10/27, NICK MIGLIORINO

CENTER CITY URBAN DESIGN IMPLEMENTATION PLAN AD HOC COMMITTEE
LEE HALL
KEITH MCCABE
RICHARD MCKOWN
AUTUMN MCMAHON
JIM ADAIR
COUNCILMEMBER HOLMAN
COUNCILMEMBER PEACOCK

J.W. Dansby, Marc Etters, Gregory Gilkey, Lee Greenleaf, Ann Gallagher, Rob Norman, Kaimee Kellis, Nick Migliorino, are reappointments. Lee Hall, Keith McCabe, Richard McKown, Autumn McMahon, Jim Adair, Councilmembers Holman, and Peacock are new appointments.

File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 29, 2024, AND DIRECTING THE FILING THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY 29, 2024, AND DIRECTING THE FILING THEREOF.

DATE: March 6, 2024

TO: City Council

FROM: Anthony Francisco, Director of Finance
REVIEWED BY: Clint Mercer, Chief Accountant
PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Finance Director's Investment Report

	MONTHLY COMPARISON						ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE23	MONTHLY INTEREST EARNINGS February 2024	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE February 2024	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE23-YTD	INTEREST EARNINGS YTD FYE24	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$16,101	$49,242	205.83%	6.32%	14,737,812	5.92%	$121,380	$379,824	212.92%	6.28%
NET REVENUE STABILIZATION	$4,167	$16,709	301.01%	2.14%	4,675,867	1.88%	$33,333	$117,683	253.05%	1.95%
PUBLIC SAFETY SALES TAX FUND	$4,167	$17,966	331.19%	2.30%	2,775,761	1.11%	$33,333	$177,241	431.72%	2.93%
HOUSING	N/A	$534	100.00%	0.07%	4,051,230	1.63%	N/A	$4,455	100.00%	0.07%
SPECIAL GRANTS FUND	N/A	$44,881	100.00%	5.76%	18,169,726	7.29%	N/A	$385,861	100.00%	6.38%
ROOM TAX FUND	$208	$2,721	1206.20%	0.35%	801,556	0.32%	$1,667	$20,989	1159.37%	0.35%
YFAC FUND	$0	$0	0.00%	0.00%	(104,860)	-0.04%	$0	$0	0.00%	0.00%
SEIZURES	$42	$6,565	15656.94%	0.84%	1,985,659	0.80%	$333	$44,473	13241.92%	0.74%
CLEET FUND	N/A	$17	100.00%	0.00%	3,920	0.00%	N/A	$73	100.00%	0.00%
TRANSIT & PARKING FUND	$0	$1,673	0.00%	0.21%	1,455,685	0.58%	$0	$20,207	0.00%	0.33%
ART IN PUBLIC PLACES FUND	N/A	$6	100.00%	0.00%	1,832	0.00%	N/A	$49	100.00%	0.00%
WESTWOOD FUND	$625	$388	-37.96%	0.05%	1,107,647	0.44%	$5,000	$128,499	2469.97%	2.13%
WATER FUND	$10,000	$154,365	1443.65%	19.80%	43,177,602	17.33%	$80,000	$1,046,507	1208.13%	17.31%
WASTEWATER FUND	$4,167	$24,179	480.30%	3.10%	6,930,806	2.78%	$33,333	$186,212	458.64%	3.08%
SEWER MAINTENANCE FUND	N/A	$62,262	100.00%	7.99%	17,538,470	7.04%	N/A	$432,629	100.00%	7.16%
DEVELOPMENT EXCISE	$5,833	$17,368	197.73%	2.23%	5,158,214	2.07%	$46,667	$128,459	175.27%	2.12%
SANITATION FUND	$25,000	$37,325	49.30%	4.79%	10,287,937	4.13%	$200,000	$283,569	41.78%	4.69%
RISK MANAGEMENT FUND	N/A	$4,822	100.00%	0.62%	1,645,122	0.66%	N/A	$23,188	100.00%	0.38%
CAPITAL PROJECTS FUND	$58,333	$216,589	271.30%	27.79%	77,977,675	31.31%	$266,667	$1,855,263	595.72%	30.69%
NORMAN FORWARD SALES TAX	$1,250	$28,153	2152.24%	3.61%	4,705,230	1.89%	$10,000	$269,601	2596.01%	4.46%
PARKLAND FUND	$833	$3,051	266.10%	0.39%	855,000	0.34%	$6,667	$21,725	225.88%	0.36%
UNP TAX INCREMENT DISTRICT	$2,000	$47,379	2268.93%	6.08%	10,876,316	4.37%	$320,000	$321,403	100.00%	5.32%
CENTER CITY TAX INCREMENT DIST	$167	$11,974	0.00%	1.54%	3,630,485	1.46%	N/A	$72,647	100.00%	1.20%
SINKING FUND	$2,083	$27,168	1204.07%	3.49%	15,479,404	6.21%	$16,667	$95,832	474.99%	1.59%
SITE IMPROVEMENT FUND	N/A	$189	100.00%	0.02%	52,896	0.02%	N/A	$1,331	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	$36	100.00%	0.00%	10,162	0.00%	N/A	$256	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	$3,926	100.00%	0.50%	1,098,674	0.44%	N/A	$27,652	100.00%	0.46%
	$134,976	$779,487	477.50%	100.00%	249,085,827	100.00%	$1,175,047	$6,045,630	414.50%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $249.09 million as of 02/29/24 are represented by working capital cash balances of all City funds of approximately $113.77 million, outstanding encumbrances of $54.37 million, General Obligation Bond proceeds of $57.16 million, NUA revenue bond proceeds of $8.05 million, NMA bond proceeds of $5.55 million, and UNP TIF reserve amounts of $10.19 million.

INVESTMENT BY TYPE

February 29, 2024

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			3.06%	$60,942.56	$24,123,898.25	$24,123,898.25
BANK OF OKLAHOMA	WARRANTS PAYABLE					($2,078,243.12)	($2,078,243.12)
BANK OF OKLAHOMA	PAYROLL					($4,806,836.28)	($4,806,836.28)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$263,514.25	$263,514.25
BANK OF OKLAHOMA	INSURANCE CLAIMS					$336,710.98	$336,710.98
BANK OF OKLAHOMA	LOCK BOX					$1,516,486.83	$1,516,486.83
BANK OF OKLAHOMA	RETURN CHECKS					($7,655.55)	($7,655.55)
BANK OF OKLAHOMA	PARKS					$990.90	$990.90
BANK OF OKLAHOMA	FLEXIBLE SPENDING					$3,898.35	$3,898.35
BANK OF OKLAHOMA	CDBG-CV			3.09%	$533.50	$207,708.32	$207,708.32
**Subtotal					$61,476.06	$19,560,472.93	$19,560,472.93
**Money Market							
BANCFIRST-NUA	MONEY MKT.			5.19%	$2,173.80	$967,369.55	$967,369.55
BANCFIRST-NMA Room Tax	MONEY MKT.			5.26%	$575.14	$215,866.85	$215,866.85
BANCFIRST-NUA Water	MONEY MKT.			5.19%	$21,984.73	$6,261,936.87	$6,261,936.87
BANCFIRST-NUA Clean Water	MONEY MKT.			5.26%	$1,865.19	$822,171.52	$822,171.52
BANCFIRST-NMA PSST	MONEY MKT.			5.19%	$17,966.27	$3,674,824.94	$3,674,824.94
BANCFIRST-NMA Norman Forward	MONEY MKT.			5.19%	$19,266.71	$1,664,283.41	$1,664,283.41
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			5.26%	$45,199.93	$10,193,037.08	$10,193,037.08
BANK OF OKLAHOMA ARPA	MONEY MKT.			3.09%	$44,793.63	$17,426,373.13	$17,426,373.13
BANK OF OKLAHOMA-Westwood	MONEY MKT.			3.09%	$387.75	$0.00	$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			3.09%	$32.96	$12,832.35	$12,832.35
BANK OF OKLAHOMA	MONEY MKT.			3.09%	$87.49	$34,062.95	$34,062.95
BANK OF OKLAHOMA	MONEY MKT.			3.09%	$695.29	$270,698.13	$270,698.13
BANK OF OKLAHOMA-SW	MONEY MKT.			3.09%	$0.33	$130.32	$130.32
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			3.09%	$1,579.21	$614,832.07	$614,832.07
BANK OF OKLAHOMA-2023A	MONEY MKT.			3.09%	$69,269.72	$26,968,681.75	$26,968,681.75
BANK OF OKLAHOMA-2023B	MONEY MKT.			3.09%	$35,934.95	$13,990,491.56	$13,990,491.56
BANK OF OKLAHOMA-2019B	MONEY MKT.			3.09%	$20,163.68	$7,724,801.92	$7,724,801.92
BANK OF OKLAHOMA-2020A	MONEY MKT.			3.09%	$50.71	$0.00	$0.00
BANK OF OKLAHOMA-2021	MONEY MKT.			3.09%	$21,842.78	$8,477,595.94	$8,477,595.94
**Subtotal					$303,870.27	$99,319,990.34	$99,319,990.34
**Sweep/Overnight							
GOLDMAN SACHS	GOVT SELECT 1237			5.27%	$11,590.20	$2,643,829.88	$2,643,829.88
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			5.11%	$242,788.71	$65,293,534.30	$65,293,534.30
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/23	03/30/24	2.97%	$618.75	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/23	09/30/24	1.55%	$322.92	$250,000.00	$250,000.00
VALLIANCE BANK	CD	11/30/23	11/30/24	2.55%	$531.20	$250,000.00	$250,000.00
FIRST NATIONAL BANK	CD	12/28/23	12/28/24	2.85%	$593.75	$250,000.00	$250,000.00
**Subtotal					$2,066.62	$1,000,000.00	$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
FHLB	3130AUNQ3	08/31/23	02/21/24	5.48%	1,991.38		
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	16,264.53	7,528,000.00	$7,492,618.40
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	4,105.31	6,240,000.00	$6,173,294.40
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,370.06	7,500,000.00	$7,334,925.00
FHLB	3130AVB84	07/31/23	09/13/24	5.35%	33,401.52	7,500,000.00	$7,505,925.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	29,925.93	12,500,000.00	$12,129,125.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	3,227.17	2,500,000.00	$2,454,325.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	18,463.18	7,500,000.00	$7,155,075.00
TVA Note	880591CJ9	08/31/23	11/01/25	4.89%	42,945.59	10,000,000.00	$10,288,100.00
**Subtotal					157,694.67	61,268,000.00	$60,533,387.80
TOTAL					779,486.53	249,085,827.45	$245,707,385.37

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

File Attachments for Item:

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF FEBRUARY, 2024.

CITY OF NORMAN, OK

STAFF REPORT

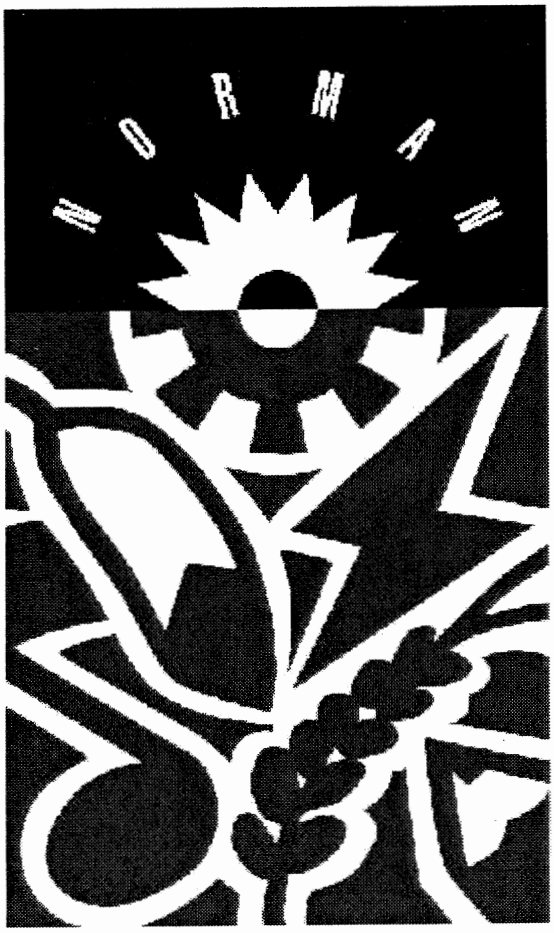
MEETING DATE: 03/26/2024

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF FEBRUARY, 2024.

City of Norman



Monthly Departmental Report

February 2024

MONTHLY PROGRESS

TABLE OF CONTENTS
MONTHLY PROGRESS REPORTS

City Clerk	1
City Manager	2
Finance	3
Accounting	3A
City Revenue Reports	3B
Utility	3C
Fire	4
Human Resources	5
Information Technology	6
Legal	7
Municipal Court	8
Parks	9
Westwood/Norman Municipal Authority	9A
Facility Maintenance	9B
Planning and community Development	10
Police	11
Animal Control	11A
Public Works	12
Utilities	13

CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
February 2024

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	16	108	2	12
Bus Service	0	0	0	0
CDBG	0	0	2	2
City Clerk	71	414	2	10
City Manager/Mayor	5	22	0	10
City Wide Garage Sale	0	0	0	0
Code Enforcement	32	349	5	15
Finance	5	19	0	0
Fire/Civil Defense	1	11	0	1
Human Resources	7	61	1	4
I.T.	3	21	0	0
Legal	5	33	0	3
Line Maintenance	18	215	1	6
Municipal Court	6	28	2	2
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Outreach	4	27	0	3
Parks & Recreation	27	185	0	9
Permits/Inspections	47	374	0	3
Planning	15	103	0	4
Police/Parking	62	727	3	14
Public Works	27	117	0	7
Recycling	0	0	0	0
Sanitation	38	388	4	15
Sidewalks	0	0	0	1
Storm Debris	0	0	0	0
Storm Water	7	59	3	12
Streets	39	231	7	16
Streets Lights	0	74	8	17
Traffic	20	147	2	8
Utilities	48	442	1	3
WC Questions	0	0	0	0
WC Violations	0	0	0	0
February Total: 546	**503**	**4155**	**43**	**177**

LICENSES

Four New licenses were issued during the month of February there were no renewals. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER ISSUED	FYE YTD	LICENSE TYPE	NUMBER ISSUED	FYE YTD
Bee Keeper	0	0	Retail Beer	0	1
Brewer	0	0	Retail Spirits Store	0	0
Coin-Operated Devices	0	2	Retail Wine	0	1
Distiller	0	0	Salvage Yard	0	0
Food	2	27	Sidewalk Dining	0	1
Game Machines	0	0	Solicitor/Peddler (30 day)	0	4
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	0	3
Kennel	0	0	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	0	2	Special Event	0	7
Medical Marijuana Grower	0	1	Strong Beer & Wine/Winemaker	0	1
Medical Marijuana Processor	0	1	Taxi/Motorbus/Limousine	0	1
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	0	3	Temp Food (one day)	1	9
Mixed Beverage/Caterer	0	2	Temp Food (30 day)	0	11
Pawnbroker	0	0	Temp Food (180 day)	1	16
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 93	**2**	**38**		**2**	**55**

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
AMICI Pizzeria	3408 36th Ave NW	Food
Levity Breakfast House	309 S. Peters Ave.	Food

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Taqueria San Tadeo		On the Hook Fish and Chips

LAW SUITS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
02/21/24	West Lindsey Center Investors, LLC	Subpoena to produce documents, pertaining to the Lindsey Road Widening Project with Sherwood Construction as the General Contractor. Dates between July 2016 and December 2017 is in the area of 2100 West Lindsey.	

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
02/13/24	Caedon Pickens	Alleges on January 25, 2024, at Norman High School the SRO took him down to the ground and laid on him without any communication or warning. Also alleges the SRO officer inflicted unnecessary force and harm, and claimants glasses were broken in the process.	$250.00
02/14/24	Patricia Griffis	Alleges on January 18, 2024, a city employee came to replace smoke detectors and accidently left black soot on Carpet. Requesting reimbursement for living room carpet cleaning.	$ 96.25
02/16/24	Braden Bussey	On January 27, 2024, at 1059, Rambling Oaks Drive, Claimant alleges that he called and asked if he had a waterline break at the meter and a city worker told him he did. Claimant hired a plumber, who came out and said it was his neighbor's house. Claimant paid plumber, requesting reimbursement due to incorrect communication.	$145.00
02/16/24	Jacqueline Koehler	On February 1, 2024, claimant was merging into traffic onto I-35 from I-240 and allegedly a rock came off a truck and cracked her windshield.	$503.60

SPECIAL SESSION

On February 06, 2024, City Council met in Special Session to adopt Ordinance O-2324-34 upon first reading by title, a closure of the specific right of way for 24th Avenue S.E. beginning south of South Lake Park to its connection with Classen Boulevard; Updates from RDG Planning and Design on the AIM Norman Project; and discussion on the FYE 2025 Capital Improvements Program Budget and the FYE 2026-2029 Capital Improvements Plan. Ordinance amendments were also discussed to amend the maximum building coverage in Residential Zoning District and to allow for accessory dwelling units in Residential Zoning Districts. Then adjourned into executive session to discuss the purchase or appraisal of real property located at 1305 Triad Village Drive and 5451 Huettner Drive.

On February 20, 2024, City Council met in Special Session to discuss Film Friendly Certification for the City of Norman; a Litter Control Program; and the City of Norman Facilities Improvements. Then adjourned into an Executive Session to discuss pending litigation against 3M Company and E.I. Dupont De Nemours and Company and other defendants Per and Polyfluoroalkyl Substances (PFAS) contamination in re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-MN-2873, United States District Court, District of South Carolina.

On February 27, 2024, City Council met in Special Session to discuss the Mircotransit Pilot Program and time change for City Council meetings. Then adjourned into an Executive Session to discuss pending class action Litigation against, 3M Company and E.I. Dupont De Nemour and Company and other defendants involving per and Polyfluoroalkyl Substances (PFAS) Contamination In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-MN-2873, United States District Court, District of South Carolina.

FINANCE COMMITTEE

On February 15, 2024, the Finance Committee met to discuss the Forfeiture and Seizure Policies; the FYE 2024-2025 City of Norman Budget: monthly Revenue and Expenditure Reports; and the Internal Audit Programs status.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On February 01, 2024, the Business and Community Affairs Committee met to discuss the development of a Tax Increment Finance District Master Plan. Additionally discussed the Public/Private Financing Collaboration as used for the construction of the Sam Noble Museum of History.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On February 22, 2024, Community Planning & Transportation Committee met to discuss the Public Transit report; Parking Space Maximums, Parking Lot Design and Landscaping Requirements; and the City of Norman Sidewalk Program.

OVERSIGHT COMMITTEE

On February 08, 2024, the Oversight Committee met to discuss the Emergency Shelter Updates and the Request for Proposals for the Mobile Crisis Unit.

CITY MANAGER 2

No reports are being generated for the Monthly Department Report from the City Manager's Office, as of Jan 2023.

FINANCE 3

CITY OF NORMAN

Department of Finance
Monthly Report – February 2024

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

Treasury Division:

In the month of February, the Treasury Division processed 39,697 payments in person and over the phone, a decrease of -4.7% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 13,460 payments in February, a decrease of -35.2% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of February by -2.4%. Revenues from the City's largest single source of revenue, sales tax, are above target by 1.4% for the year to date and -0.4% below last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 24 Budget To Date	FYE 24 Actual To Date	FYE 23 Actual To Date	FYE 22 Actual To Date
Sales Tax Revenue	$36,786,436	$37,333,903	$37,516,453	$37,194,688
General Fund Revenue	$70,219,157	$68,531,075	$66,918,836	$66,918,836
General Fund Expenses	$76,423,044	$73,567,416	$64,522,585	$64,522,585

Administration Division

	FYE 24		FYE 23	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,720.00	320.00	2,120.00
Total Comp Time Available	1.50	11.00	16.75	35.75
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	1.00	1.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	322.50	2,732.00	336.75	2,155.75
Benefit Hours Taken	47.00	454.00	16.00	317.75
TOTAL ACCOUNTABLE STAFF HOURS	275.50	2,278.00	320.75	1,838.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 24		FYE 23	
	February	YTD	February	YTD
Total Regular Hours Available	1,120.00	9,520.00	1,120.00	9,520.00
Total Comp Time Available	0.75	15.50	2.00	20.00
Total Overtime Hours	4.75	22.00	11.50	77.50
Total Bonus Hours	4.00	4.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,129.50	9,561.50	1,133.50	9,617.50
Benefit Hours Taken	158.50	1,782.25	987.75	2,480.50
TOTAL ACCOUNTABLE STAFF HOURS	971.00	7,779.25	145.75	7,137.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FYE 24 January	FYE 24 February	Plus/Minus
Total Revenue Received ($)	$5,143,002	$4,610,762	($532,240)
Utility Payments - Office (#)	41,662	39,697	(1,965)
Utility Payments - Office ($)	$4,971,713	$4,174,232	($797,481)
Paymentus (#)	20,782	13,460	(7,322)
Paymentus ($)	$1,424,513	$1,302,964	($121,549)
Lockbox (#)	8,573	8,004	(569)
Lockbox ($)	$1,356,517	$1,252,342	($104,175)
E-Lockbox (#)	3,588	3,492	-96
E-Lockbox ($)	350,021	264,145	($85,876)
Bank Draft Payments (#)	11888	11902	14
Bank Draft Payments ($)	$1,184,358	$1,125,550	($58,808)
Utility Deposits (#)			$0
Utility Deposits ($)			$0
Fix Payments (#)			$0
Fix Payments ($)			$0
Processed Return Checks (#)	127	77	(50)
Processed Return Checks ($)	($27,755)	($10,164)	$17,591
Other Revenue Transactions (#)			$0
Other Revenue Received ($)			$0
Accounts Receivable Payments ($)	0	0	$0
Municipal Court - Fines/Bonds ($)	171,289	247,530	$76,241
Municipal Court - Credit Card (#)	387	558	171
Municipal Court - Credit Card ($)	75,259	129,850	54,591
Building Permits Cash Report ($)	0	0	$0
Building Permits Credit Card (#)	0	0	0
Building Permits Credit Card ($)	$0	$0	$0
Occupational License - Bldg Insp. ($)	$0	$0	$0
Occupational License - Bldg Insp. CC (#)	0	0	0
Occupational License - Bldg Insp. CC ($)	$0	$0	$0
Business License - City Clerk ($)	0	0	$0
Accounts Receivable Billed ($)	$0	$0	$0

Building Permits/Planning/City Clerk went to a new system in the beginning of November. The reporting is not matching up with the deposits. We are still trying to figure out the best way to report it and subsequently I haven't got the info to include on my daily reports.

This affects the Total Revenue Received as well.

Budget Services Division

	FYE 24		FYE 23	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,400.00	320.00	2,720.00
Total Comp Time Available	0.75	1.25	0.00	1.25
Total Overtime Hours	0.00	0.25	0.00	1.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.75	2,401.50	320.00	2,723.00
Benefit Hours Taken	43.25	517.00	66.75	515.00
TOTAL ACCOUNTABLE STAFF HOURS	277.50	1,884.50	253.25	2,208.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 24		FYE 23	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	6,712.00	800.00	6,800.00
Total Comp Time Available	17.00	68.25	0.00	16.25
Total Overtime Hours	25.00	259.25	39.50	359.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	842.00	7,039.50	839.50	7,176.00
Benefit Hours Taken	206.25	1,482.00	163.25	1,567.25
TOTAL ACCOUNTABLE STAFF HOURS	635.75	5,557.50	676.25	5,608.75
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 24		FYE 23	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	1,120.00	8,400.00	1,120.00	9,520.00
Total Comp Time Available	12.75	132.25	1.50	60.45
Total Overtime Hours	33.75	350.50	52.00	492.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,166.50	8,882.75	1,173.50	10,072.70
Benefit Hours Taken	220.00	1,770.50	155.50	1,676.25
TOTAL ACCOUNTABLE STAFF HOURS	946.50	7,112.25	1,018.00	8,396.45
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments - FYE 2024

	24-Jan	24-Feb
Mail Payments - Lockbox	8,573	8,004
Mail Payments - E-Lockbox	3,588	3,492
Mail Payments - Office	224	93
Total Mail Payments - Subtotal	**12,385**	**11,589**
Night Deposits	156	147
Paymentus Payments	20,782	13,460
Without assistance paymnts - Subtotal	**20,938**	**13,607**
Office Payments	2,221	1,932
With assistance payments - Subtotal	**2,221**	**1,932**
Total Payments Processed - Subtotal	**35,544**	**27,128**
Bank Draft (ACH) Payments	11888	11902
Total Payments (Utility)	**47,432**	**39,030**
Total Payments	**71,088**	**54,256**

Traffic Counter at Drive-up Facility

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

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

Utility Division Activity Report - FYE 2024

	FYE 24		FYE 23	
	January	YTD	January	YTD
STATUS REPORT				
Regular Utility Accounts Billed	45,051	352,335	44,758	356,217
New Deposit Ons Billed	597	5,215	459	5,777
Final Accounts Billed	560	5,226	439	5,237
TOTAL METERS READ	46,208	362,776	45,656	367,231

FIRE DEPARTMENT 4

NFD Monthly Progress Report

February 2024

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	25	1.66%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	897	59.52%
4 - Hazardous Conditions (No Fire)	20	1.33%
5 - Service Call	130	8.63%
6 - Good Intent Call	345	22.89%
7 - False Alarm & False Call	70	4.64%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	2	0.13%
Incomplete Reports	18	1.19%
Total Incident Count (Unique Calls)	1507	100.00%
Number of Total Unit Responses	1956	

Total Fire Loss $138,728.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	345	281	0:04:41
Station #2	196	309	0:05:09
Station #3	232	366	0:06:06
Station #4	183	315	0:05:15
Station #5	57	618	0:10:18
Station #6	57	463	0:07:43
Station #7	137	368	0:06:08
Station #8	113	336	0:05:36
Station #9	184	370	0:06:10

Community Outreach

Tours and Special Events	5	Tours, Community Helpers, Ride Alongs

Burn Permits

Burn Permits Issued	69	Conditions were favorable for burning 5 days in February

Training

Total Personnel Training Hours	1607	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, Swiftwater, Peer Support

NFD Monthly Progress Report
February 2024

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3*	19	4	1	2	4	0	1	5	1	1
Chief 301	16	3	3	1	3	0	0	3	3	0
Chief 302	13	3	0	2	4	0	0	3	0	1
Chief 304	25	7	3	3	2	0	0	3	6	1
Chief 401	6	1	1	1	0	0	1	1	0	1
Chief 402	9	1	0	2	1	1	0	2	0	2
Chief 403	2	0	0	0	0	1	0	0	0	1
Chief 404	24	5	0	3	3	1	3	8	1	0
Engine 1	341	319	4	7	0	0	0	7	1	3
Brush 1	6	4	0	0	0	0	0	0	1	1
Ladder 1	62	40	2	3	4	0	1	6	1	5
Engine 2	207	2	192	6	5	0	0	1	1	0
Brush 2	2	1	0	1	0	0	0	0	0	0
Ladder 2	24	6	4	2	5	0	0	6	1	0
Engine 3	243	2	2	230	0	0	0	5	0	4
Brush 3	2	0	0	2	0	0	0	0	0	0
Engine 4	192	1	4	0	182	0	0	2	3	0
Engine 5	14	0	0	0	0	13	1	0	0	0
Brush 5	60	0	0	0	0	58	1	0	0	1
Engine 6	28	0	0	3	0	3	18	2	0	2
Brush 6	67	0	0	3	0	3	56	2	0	3
Rescue 7	2	1	0	0	0	0	0	0	1	0
Squad 7	174	10	5	4	7	0	0	136	10	2
Brush 7	4	1	0	0	0	0	0	0	1	2
Engine 8	121	1	1	0	3	0	0	5	110	1
Brush 8	3	0	0	0	0	0	0	0	2	1
Tanker 8	4	0	0	0	1	0	1	0	1	1
Engine 9	204	6	1	6	0	1	4	4	1	181
Brush 9	6	0	0	0	0	1	1	0	1	3
Tanker 9	6	0	0	0	1	1	1	0	1	2
HAZMAT	1	0	0	1	0	0	0	0	0	0
EM1*	17	4	1	2	4	0	1	4	1	0
EMS1*	18	4	1	2	4	0	1	5	1	0
Fire Marshal 1	7	2	1	0	0	0	1	2	1	0
Fire Marshal 2	8	2	1	1	0	0	2	2	0	0
Fire Marshal 3	5	1	1	1	1	0	0	1	0	0
Fire Marshal 4	12	1	0	0	4	0	2	4	0	1
Fire Marshal 5	2	0	0	0	1	0	0	1	0	0
	1956	**432**	**228**	**288**	**239**	**83**	**96**	**220**	**150**	**220**

*EM1, EMS1 and NFD3 are "notified" of certain calls. They may or may not actually go on scene.

February 2024 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	170 hours	Berchtold CLEET Academy, PPE, Emergency Medical Continued Education, Management/Supervisor Training
Inspection/Re-Inspection Activities	87 hours	Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks, Schools
Smoke Detectors	22	Check/Install Smoke Detectors/Replace Batteries/Bed Shakers
Investigations	14	0 Joint, 9 Closed, 1 Complete, 3 Pending, 1 Arrest
Investigative Activities	72 hours	Fire Scene Investigation, reports, OSBI, Court Appearances, interviews/Interrogation, Obtain Warrant, File Charges
Department Meetings	23 (25 hours)	Shift Change Meetings, Staff Meeting
Station & Equipment Maintenance	24 hours	Daily checks, supplies replenishing, cleaning & organization
Public Service/Education & Special Events	10	Polar Plunge Support, Honor Guard for Retiree Funeral, Citizen Award Prep

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews	45	50
Fire Protection System Plan Reviews	9	15
Building Inspections/Re-inspections	31	25
Meetings	10	15
Training (NFD Required/ FMAO)	6	15
Communication	N/A	10
Totals		**138**

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division February 29, 2024

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

Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by "Adopting a Pole" and reporting the siren status they adopt at the website www.w5nor.org	office and to other jurisdictions. Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing. Effective date is TBD Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.
Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps	The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.
Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross	Meetings are conducted at the Fire Training Center and usually held on an as needed basis.
Local Emergency Preparedness Committee	Meets quarterly (Meets at the Well) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information. Also, the LEPC is part of the oversight for the Citizens CORPS Council of Norman. A report on

	activities is provided each meeting.
Other Emergency Management Activities	
Planning Meeting for Upcoming Events each first Friday of the month	2024 is a busy year for supporting events. EM Division will conduct a planning meeting with CCHD and NERVT to plan support for a 30/60/90/ day schedule
Local Response	
Red Cross Coordination for burnouts. February resulted in 2 call out for assistance. One was a Family burn out and the other the NERVT UAV team provided aerial footage of response to a commercial building	With the reorganization in the Red Cross and the turmoil of having an in-home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
February 14, 2024, participated in How to plan and execute a CERT Rodeo.	Outstanding presentation on planning tips for conducting a multi0-jurisdiction CERT Rodeo
Initial meeting for a Bicycle Safety Round up planned for April 12, 2024 at the Well.	NERV will provide traffic management and a first aid station
Public Safety Drivers Training	The EM coordinator and two volunteers from NERVT completed the OSU-FST Public Safety Drivers Course February 24, 2024. This will enable the drivers to utilize appropriate lights and sirens for response events.
Community Preparedness Events	
Demand for the Medical Reserve CORPS\Norman Response Volunteers continues to increase. OU football has four home games in a row at the start of the season.	Anticipation of supporting several community event venues increases the ability

The hottest part of the year. It is anticipated the MRC unit will be in support again.	to enhance preparedness in the community. The addition of having a UAV pilot in the group expands the capability to the community.
Norman EM continues to work with Homeland Security on youth preparedness camps.	The Murray State Camp is set for July 14-19, 2024 in Tishomingo and the Panhandle State University Youth Camp is set for July 28-August 2, 2024.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through.	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Mitigation Grant Status	
Many Divisions are applying for mitigation funds for various projects	Norman EM has the role of oversight in the Mitigation grant efforts of the city and will continue to support applications
Severe Weather Issues	
No significant events for weather occurred in February	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
February 2024

HUMAN RESOURCES

Total number of Employees: 964
Orientations: 3 – 16 new hires
*All orientations require input from each area of the Human Resources Department
Terminations: 3

ADMINISTRATION

- FMLA cases – 2 new cases
- Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
    - 55 birthday and 54 anniversary
- Labor Relations:
    - FOP – New CBA signed
    - IAFF – Voted on new CBA, anticipated to be signed in March

BENEFITS

New Enrollments: 4
COBRA/Retiree participants: 42

Benefit Participation		
	#	%
Medical	783	90%
Dental	780	90%
Vision	579	67%
Disability	418	48%
Supplemental Life	818	94%

** Total Benefit Eligible Population: 868*

Claims	
Rx Claims	
ACTIVE	$239,379.39
RETIREE	$ 7,672.05
COBRA	$3.59
Medical Claims	$ 795,645.00
Dental Claims	$ 83,486.56
Death Claims	0

PERSONNEL ACTIONS

NEW HIRES – 16

Dept./Div.	Position	Number of Employees
Parks & Rec/Park Maintenance	Maintenance Worker I	2
Parks & Rec/Recreation	Recreation Center Specialist	2
Parks & Rec/YFAC	Program Coordinator	1
Parks & Rec/YFAC	Recreation Specialist	3
Parks & Rec/YFAC	Recreation Leader I	2
Parks & Rec/YFAC	Lifeguard Leader	2
Utilities/Environmental Services	Intern	1
Utilities/WLM	Laborer	2
Utilities/SLM	Utility Collection Worker I	1

PROMOTIONS – 2

Dept./Div.	Position	Number of Employees
Utilities/Sanitation	Sanitation Worker II	1
Utilities/WLM	Utility Distribution Worker II	1

SEPARATIONS – 3

Dept./Div.	Position	Number of Employees
Parks & Rec/Recreation	Recreation Center Specialist	1
Utilities/Environmental Services	Stormwater Compliance Inspector	1
Utilities/WRF	Plant Operator	1

TURNOVER STATS

Department	No. of Employees	No. of Terminated Employees	Turnover Rate
City Manager	15		0.00%
City Clerk	6		0.00%
Finance	23		0.00%
Fire	164		0.00%
Human Resources	10		0.00%
Information Technology	17		0.00%
Legal Department	9		0.00%
Municipal Court	12		0.00%
Parks & Recreation-Total	81	1	1.23%
Planning & Comm Dev.	38		0.00%
Police	256		0.80%
Public Works	125		0.00%
Utilities	159	2	1.25%

RECRUITMENT

Positions Requisitioned for Refill by Department/Division (# of vacancies) *included positions are Full Time unless otherwise indicated as Part Time (PT) or Seasonal PT*	
Parks & Recreation	
PT Laborer Parks (8)	PT All Locations – Recreation Center Specialist
PT Recreation Specialist – YFAC (4)	PT Golf Course Attendant (2)
PT Tennis Shop Attendant - (1)	PT Recreation Leader – YFAC (1)
PT Recreation Technician – Westwood (1)	PT* Swim Instructor - Westwood (20)
PT* Admission Clerk I - Westwood (20)	PT* Admission Clerk II - Westwood (4)
PT* Shallow Lifeguard - Westwood (10)	PT* Assistant Aquatic Manager - Westwood (1)
PT* Aquatic Facility Maintenance I - Westwood (8)	PT* Aquatic Facility Maintenance II - Westwood (3)
PT* Concession Manager - Westwood (1)	PT* Concession Cashier I - Westwood (6)
PT* Concession Cashier II - Westwood (4)	PT* Lifeguard - Westwood (53)
Police	
Police Officer (2)	Animal Welfare Technician (1)
Communications Officer I (1)	Communications Officer II (6)
	Police Records Clerk (1)
Parking Services Officer (1)	PT Parking Service Officer (1)
Public Works	
Engineering - City Surveyor (1)	Mechanic II (1)
Utilities	
Sanitation - Sanitation Worker I (4)	Crew Chief (1)
Utility Distribution Worker II (1)	Utility Collection Worker I (2)
City Clerk & City Manager	
Assistant City Manager	Admin Tech III (1)
Stormwater Compliance Inspector (1)	
Planning & IT	
Systems Support Technician (1)	Planner II
Legal	
Assistant City Attorney	

16 - New Hires

Full Time Position	Hire Date	Date Posted	Days to fill
Maintenance Worker I (2)	02/23/24	11/15/2023	100
Utility Collection Worker I	02/23/2024	01/22/2024	32
Program Coordinator	02/23/2024	02/01/2024	22

PT/Seasonal Position	Hire Date	Date Posted	Days to fill
Lifeguard Leader (2)	02/06/2024	11/08/2023	90
Recreation Center Specialist	02/01/2024	11/08/2023	85

(5)			
Recreation Leader I (2)	02/01/2024	11/08/2023	85
Laborer (2)	02/19/2024	12/07/2023	74
Intern	02/19/2024	1/22/2024	28

*55 Westwood hires in process as well

SAFETY

Fitness for Duty Meetings

Department	Number Held
Fire	2
Police	1

Return to Work Meetings

Department	Number Held
	0

Recordable Injuries – OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis
Police/Patrol	Strained right knee	Strained right knee during foot pursuit of suspect	Work restrictions
Police/Cadet	Strained right shoulder	Strained right shoulder during physical training	Work restrictions

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

2024*	2023	2022
1	11	7

**CY2024 is current YTD*

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

2024	2023	2022
8	7	3

Recordable Injuries per calendar year:

2024*	2023	2022
9	78	60

**CY2024 is current YTD*

Recordable Injuries per fiscal year:

2024	2023	2022
47	67	54

ADA Complaints and Resolutions

Complaints	Resolution
None	

ADA:

- Completed ADA: Ensuring Accessibility in Transient Lodging training presented by BlueDAG.
- Completed the ADA Coordinators' Training Certification Program and will receive the ADA Coordinator Certificate from the Great Plains ADA Center.
- Completed ADA walkthrough at the Young Family Athletic Center (YFAC).

CSR:

Employee Resource Groups (ERGs) – LGBTQ+ Alliance held a meeting and discussed the roles, goals, and potential events for the ERG.

- Attended OU Spring Job Fair to help recruit more diverse candidates to come work for the CoN.
- Presented a Black History Month Event: Facts, Fraps, & Fruit, for CoN employees that included trivia to learn more about Black History.
- Started DEI training from Cornell University.

Committees:

Human Rights Commission (HRC) – The monthly meeting took place on Monday, February 26, 2024. A new chair, Aisha Ali, and vice-chair, Christopher Tall Bear, were elected. Taylor Johnson, Transit and Parking Program Manager, was in attendance to answer concerns about city transportation services and facilities. Review and discussion of the 2024 Interfaith Breakfast took place and plans for the 2025 Interfaith Breakfast have begun. The next meeting will be held on Monday, March 25, 2024, at City Hall.

ADA Citizen's Advisory Committee – The ADA Citizen's Advisory Committee's next quarterly meeting will held be on Monday, March 11, 2024, at City Hall.

Cleveland County disABILITY Coalition –The monthly meeting took place on Tuesday, February 6, 2024. Lisa Krieg, CDBG/Grants Manager, was in attendance and gave information about the CoN Comprehensive Plan and how this plan is for the community. Final details were given about the upcoming 2nd Annual Disability Resource Fair on March 12, 2024, at The Well from 4:00 PM-7:00 PM. The next meeting will be held on Tuesday April 2, 2024, at United Way as the Disability Resource Fair will count as the March meeting.

CITY OF NORMAN EMPLOYEE DEMOGRAPHICS

(Includes full-time, part-time, and temp/seasonal employees)

Gender	Total Population	% of Total Population
Female	232	24.1%
Male	732	75.9%
	964	**100.00%**

Job Classification by Gender		
Job Classification	**Female**	**Male**
Full-Time	178	667
Part-Time	48	42
Permanent Part-Time	2	7
Temporary	4	16
	232	**732**

Ethnicity by Race		
Ethnicity	**Total #**	**Total %**
American Indian/Alaskan Native	39	4.0%
Asian	14	1.4%
Black/African American	45	4.7%
Hispanic/Latino	33	3.4%
Native Hawaiian	1	0.1%
Two or More Races	43	4.4%
White	789	82.0%
	964	**100.00%**

Diversity by Gender		
Ethnicity	**Female**	**Male**
American Indian/Alaskan Native	12	27
Asian	3	11
Black/African American	8	37
Hispanic/Latino	8	25
Native Hawaiian	0	1
Two or More Races	12	31
White	189	600
	232	**732**

Diversity % by Gender		
Ethnicity	**Female**	**Male**
American Indian/Alaskan Native	1.2%	2.8%
Asian	0.3%	1.1%
Black/African American	0.8%	3.8%
Hispanic/Latino	0.8%	2.6%
Pacific Islander	0%	0.1%
Two or More Races	1.2%	3.2%
White	19.6%	62.2%
	23.9%	**75.8%**

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report – February 2024.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on software for Municipal Court, Financials, Utility Billing, Work Orders, Time and Attendance, Human Resource Management, and Planning and Permits. IT now working on enhancements in HR, Finance, Planning, and Parks and Rec.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization. New equipment is being implemented to replace the old and increase security and speed requirements.	Ongoing: IT Network staff are in implementation and testing of networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings and replacement of old switch infrastructure.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing – taken over by Utilities Admin.

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation possible launch in FYE24
New Building construction/renovation support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress – YFAC, EOC, HR/IT Building, Building Maintenance, PD Moves, and Mary Abbot House expansion. Complete – Sanitation, Line Maintenance Sr. Center, Development Center, Municipal Court, Bus Station
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Progress – Finance Dept. has made funds available. Work to be complete 2024.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who utilizes the network for business.	Ongoing
Endpoint Security Review	Review current endpoint security appliances and software and make upgrades as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Progress estimated full completion in 2027

Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning – customer portal configuration in progress.
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	In Progress, full completion in July/August of 2023. Renovation of new space should be complete by April 2024.
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Progress

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of February 2024. The ticket count remains high due to various departmental moves and opening of new city facilities. IT support continues to assist with connections and configuration.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 6 emails from the groups shown were sent from city servers using city resources – of those 15,726 were delivered to outside mailboxes for the month of February 2024. The city servers generated mass communications to Norman citizens of 15,726 messages from only 6 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 359,572 attempted incoming and 106,672 outgoing messages for the month of February 2024. Incoming messages totaling 172,531 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents 48% of our inbound mail. This percentage is up from previous months for malicious email/spam and continues a trend of more scam attempts during the holiday season. Our security efforts are having a positive effect on reducing the total number of malicious email inbound. The IT Department has made the decision to block inbound traffic from specific sources with known malicious traffic that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of February 2024, the City of Norman's web site had 112,337 individual web sessions access the web site for 204,729 total page views. Of those sessions, 69,915 were identified as Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has had a few major upgrades including a new search feature and this has contributed to more relevant search results. The site boasts a build in engine that allows it to function as an app on mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the path that we have followed through our ERP Implementation Project with most operations finalized by 2023. The project began in January of 2018 and was delayed for multiple reasons by the 2020 pandemic. The final implementations are expected to run through FYE24. The City Council approved approximately $6 Million to replace the outdated software systems that run our daily business operations. Once fully complete the city will have enhanced automated services and web services for our citizen base as well as the employees who conduct business and track their daily work with these systems. The IT Department has completed implementation of all major pieces of the ERP business systems software packages. These include Parks and Rec software, Municipal Court software, Financial Systems software, Utility Billing software, Payroll, Human Resource Management, Work Orders (Tyler EAM), Time and Attendence, and Planning and Community Services software packages. Daily work continues on these systems as well as additional training, enhancements, and configuration. We will continue to evaluate and enhance each of these systems moving forward. Our current efforts include a review of the HR Systems, post launch troubleshooting of Planning and Community Dev

software, an upgraded Parks and Rec software package to help with golf management, concessions, and food carts. We Are also preparing for AMI (Automatic Meter Infrastructure), and integration with a customer portal for Utility Billing Systems software.

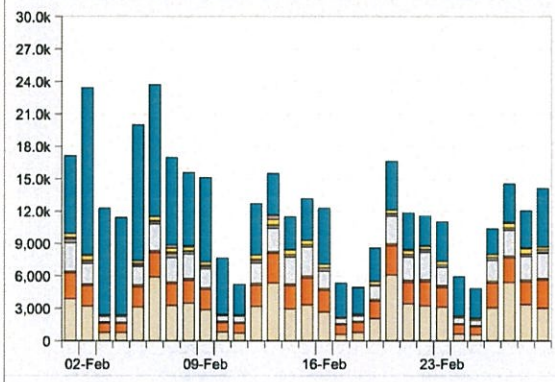
SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com

01 Feb 2024 00:00 to 29 Feb 2024 23:59 (GMT -06:00) — **Data in time range: 99.99 % complete**

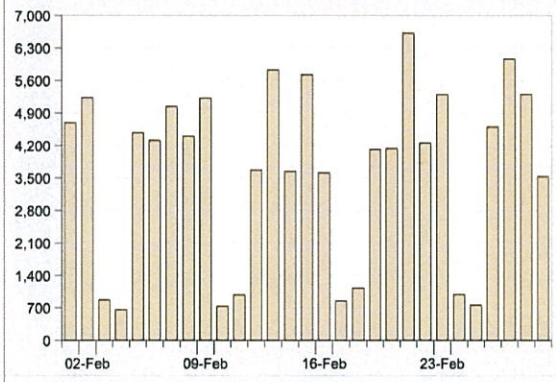
Incoming Mail Graph



Incoming Mail Summary

Message Category	%	Messages
Stopped by IP Reputation Filtering	44.9%	161,352
Stopped by Domain Reputation Filtering	0.4%	1,513
Stopped as Invalid Recipients	0.0%	24
Spam Detected	2.3%	8,400
Virus Detected	0.0%	29
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.2%	872
Stopped by Content Filter	0.1%	341
Stopped by DMARC	1.5%	5,353
S/MIME Verification/Decryption Failed	0.0%	0
Total Threat Messages:	**48.0%**	**172,531**
Marketing Messages	13.5%	48,698
Social Networking Messages	1.3%	4,762
Bulk Messages	14.4%	51,645
Total Graymails:	**29.2%**	**105,105**
S/MIME Verification/Decryption Successful	0.0%	0
Clean Messages	22.8%	81,936
Total Attempted Messages:		**359,572**

Outgoing Mail Graph



Outgoing Mail Summary

Message Processing	%	Messages
Spam Detected	0.0%	0
Virus Detected	0.0%	0
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	0
Stopped by Content Filter	0.0%	0
Stopped by DLP	0.0%	0
Clean Messages	100.0%	106,663
Total Messages Processed:		**106,663**

Message Delivery	%	Messages
Hard Bounces	1.2%	1,267
Delivered	98.8%	105,405
Total Messages Delivered:		**106,672**

Copyright © 2003-2023 Cisco Systems, Inc. All rights reserved.

Table 1

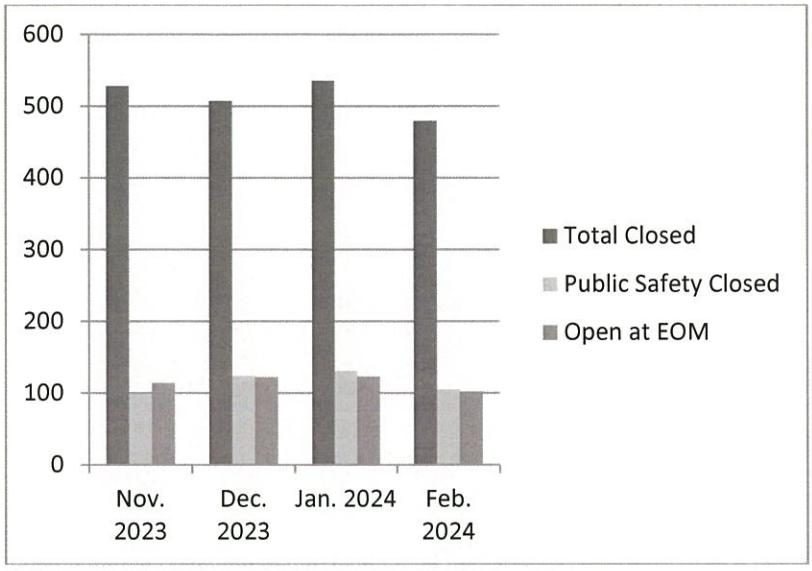


Table 2

February 2024 LIST SERVER REPORT

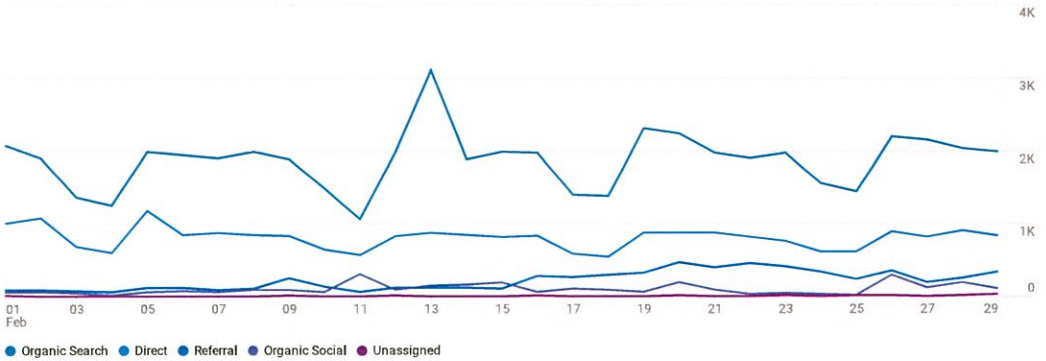
Group	Active Members	Mailings	Total Delivered
Affirmative Action Group	12	0	0
Job Posting	1324	0	0
Norman News	2621	11	29265
Totals	3957	11	29265

All Users | Add comparison | Custom Feb 1 - Feb 29, 2024

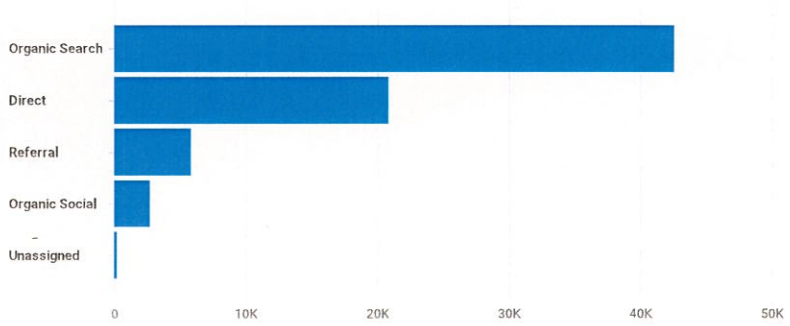
Monthly Site Traffic

Add filter

Users by Session primary channel group (Default Channel Group) over time



Users by Session primary channel group (Default Channel Group)



Search... Rows per page: 10 1-7 of 7

	Session primary...Channel Group)	Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session	Engagement rate	Event count All events
		69,915 100% of total	112,337 100% of total	64,615 100% of total	36s Avg 0%	0.92 Avg 0%	5.66 Avg 0%	57.52% Avg 0%	636,328 100% of total
1	Organic Search	42,529	73,093	48,172	43s	1.13	5.97	65.91%	436,197
2	Direct	20,806	28,413	13,792	22s	0.66	5.21	48.54%	148,063
3	Referral	5,797	6,773	1,980	20s	0.34	4.73	29.23%	32,009
4	Organic Social	2,675	3,263	1,381	16s	0.52	5.12	42.32%	16,691
5	Unassigned	181	215	1	1m 00s	<0.01	15.64	0.47%	3,363
6	Organic Video	1	1	0	0s	0.00	3.00	0%	3
7	Email	0	1	0	0s	0.00	2.00	0%	2

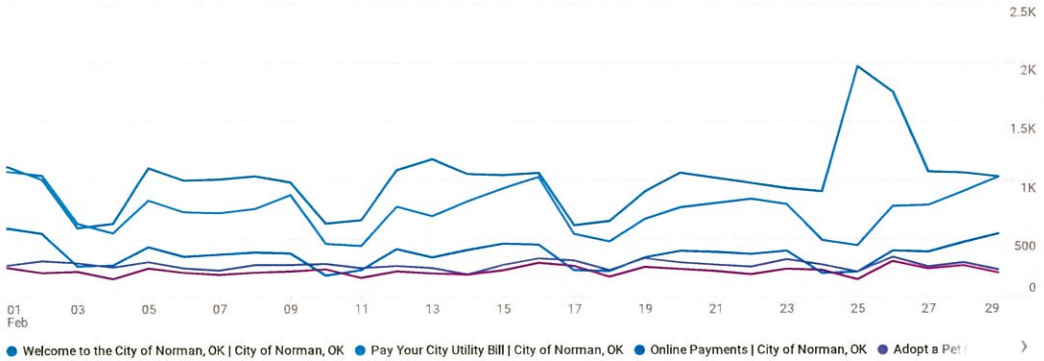
© 2024 Google | Analytics home | Terms of Service | Privacy Policy | Send feedback

All Users | Add comparison | Custom Feb 1 - Feb 29, 2024

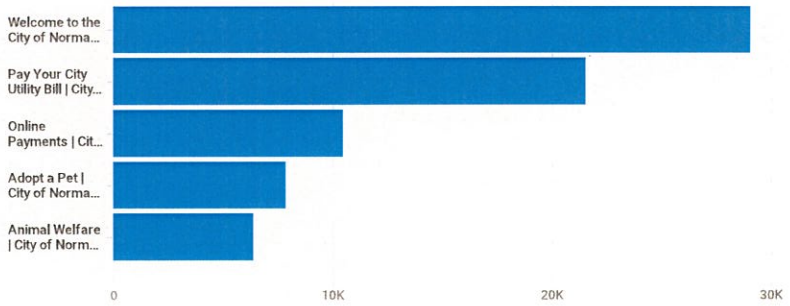
Monthly Page Views

Add filter

Views by Page title and screen class over time



Views by Page title and screen class



Search... Rows per page: 10 Go to: 1 1-10 of 1260

	Page title and screen class	Views	Users	Views per user	Average engagement time	Event count All events
		204,729 100% of total	69,915 100% of total	2.93 Avg 0%	57s Avg 0%	636,328 100% of total
1	Welcome to the City of Norman, OK | City of Norman, OK	29,035	15,664	1.85	17s	77,088
2	Pay Your City Utility Bill | City of Norman, OK	21,516	12,731	1.69	15s	76,574
3	Online Payments | City of Norman, OK	10,452	6,568	1.59	12s	26,885
4	Adopt a Pet | City of Norman, OK	7,846	4,004	1.96	22s	25,983
5	Animal Welfare | City of Norman, OK	6,361	3,747	1.70	15s	19,810
6	Job Opportunities | City of Norman, OK	5,775	3,259	1.77	1m 19s	17,219
7	Department Activity Reports | City of Norman, OK	3,772	1,897	1.99	46s	27,750
8	Young Family Athletic Center | City of Norman, OK	3,397	2,564	1.32	39s	12,722
9	Election | City of Norman, OK	2,883	2,018	1.43	46s	10,439
10	Search Results | City of Norman, OK	2,868	1,505	1.91	41s	6,546

© 2024 Google | Analytics home | Terms of Service | Privacy Policy | Send feedback

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
February 2024 Report
(Submitted March 11, 2024)

MONTHLY HIGHLIGHTS:

Easley v. City of Norman, Case No. SD-121511; CV-2022-2830 (K)
The petitioner timely filed a Petition for Certiorari with the Oklahoma Supreme Court. The City has responded and the petitioner has filed a reply but the Oklahoma Supreme Court has not issued a decision.

Henderson, et al. v. City of Norman, et al., Case No. DF-120316; CJ-2016-610 (K)
On February 15, 2024, the Court of Civil Appeals affirmed the district court's ruling on IAFF's request for costs and attorney fees. The deadline for plaintiffs to file a petition for rehearing or a petition for certiorari was March 6, 2024. As of March 8, 2024, neither a petition for rehearing nor a petition for certiorari appears on the Supreme Court's docket for this case.

Jane Doe v. S. Carter, Norman Regional Hospital Authority, and City of Norman, Case No. CJ-2022-1348
This case arises out of alleged negligence during a surgical procedure performed by Dr. Steven Carter. On February 15, 2024, the district court granted the City's Motion to Dismiss. During the hearing, the plaintiff indicated that she does not know why her attorney sued the City because it had nothing to do with her surgery. Although the plaintiff could appeal the district court's decision, she indicated that she does not intend to pursue that option. Thus, this case will no longer appear on the Monthly Report.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA
Smith v. City of Norman, CIV-22-1002 (K)
Dollarhide v. Dennis Dickens, Oklahoma Highway Patrol, et al, CIV-2022-642 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS
Walling v. Norman Regional Health System, et al, Case No. SD-121340, CJ-2014-874 (K)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. ***General Lawsuits***

Armstrong v. City of Norman, CJ-2012-1638 (K)
City v. Haddock, CV-2010-357 TS (K, S)
City v. IAFF, CV-2011-48 L; DF-109447 (K)
City v. Komiske, Cobblestone Creek Management Company, et al, CV-2012-748 (K, W)
Etter v. City of Norman, CJ-2021-731 (K)
FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)
FOP v. City of Norman, CV-2011-876 L (K)
Martin Flores v. City of Norman & John Doe, CJ-2021-1051
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
Jaclyn Jacobs v. City of Norman and Norman Utilities Authority, CJ-2022-794 (K)
DBA Doe Medical Entity, CJ-2022-1348, CJ-2020-606 (K)
City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)
City v. Lonnie Hodges, CV-2020-2922
The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)
West Lindsey Center Investors, LLC v. City of Norman, et al., CJ-2022-693 (K)

B. ***Condemnation Proceedings***

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)
City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)
City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)
City of Norman v. D&J Land, LLC, et al., CJ-2022-251 (M).

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

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

D. ***Municipal Court Appeals***

None

E. ***Small Claims Court***

None

F. ***Board of Adjustment Appeals***

NextEra Energy Transmission Southwest LLC, CV-2023-3288 (M)

LABOR / ADMINISTRATIVE PROCEEDINGS

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

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)
AFSCME Grievance FYE 23-03 – (Parks Employees)
AFSCME Grievance FYE 23-08 – (AFSCME Group Grievance)
AFSCME Grievance FYE 23-09 – (Brian Jones)
AFSCME Grievance FYE 24-01 – (April Waggoner)
AFSCME Grievance FYE 24-02 – (Hemsley, Boggs, Garner)
AFSCME Grievance FYE 24-03 – (Boggs, Whiteside, Cole)
AFSCME Grievance FYE 24-04 – (Jeremy Boggs)
AFSCME Grievance FYE 24-06 – (Ross – Discipline)
AFSCME Grievance FYE 24-07 – (Whiteside – Oral Reprimand)
AFSCME Grievance FYE 24-08 – (Whiteside - Harassment)

IAFF Grievance FYE 21 – Carl Shanon Smith – Improper Compensation
IAFF Grievance FYE 22 – Source Documents
IAFF Grievance FYE 23 – Matt Ferris – Discipline
IAFF Grievance FYE 23 – Carl Shanon Smith Termination/Forced Retirement Grievance
IAFF Grievance FYE 23 – Battalion Chief Source Document Grievance
IAFF Grievance FYE 23 – Change in Medical Benefits
IAFF Grievance FYE 23 – Change in Conditions of Employment
IAFF Grievance FYE-23 - Selective Progressive Discipline Grievance
IAFF Grievance FYE-23 - Failure to Compensate for Working Out of Classification
IAFF Grievance FYE-23 - Wellness Program
IAFF Grievance FYE-23 - Mass Casualty /Active Shooter Response
IAFF Grievance FYE-24 – Non-Emergency Call Back
IAFF Grievance FYE-24 – Failure to Staff Personnel

FOP Grievance FYE-23 – Wellness Program
FOP Grievance FYE-23 – Medical Benefits (Shawn Hawkins)
FOP Grievance FYE-24 – Lowell Wilcoxen Termination

B. Equal Employment Opportunity Commission (EEOC)

None

C. Contested Unemployment Claims (OESC)

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through February 2024. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

	ADULT CASES			JUVENILE CASES			COURT SESSIONS		
Month	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24	FYE 22	FYE 23	FYE 24
JULY	275	165	464	11	7	11	7	9	10
AUG	236	241	341	9	10	7	5	13	16
SEPT	263	245	295	9	15	18	5	10	8
OCT	269	244	346	12	13	7	6	9	11
NOV	228	205	292	2	10	11	6	6	10
DEC	162	165	163	1	5	9	3	8	4
JAN	185	205	280	9	9	9	6	10	5
FEB	787	256	338	8	17	20	8	10	12
MAR	282	272		13	13		9	12	
APR	323	322		12	9		10	9	
MAY	582	395		21	17		12	13	
JUNE	268	344		7	31		11	9	
TOTALS / YTD	3,860	3,059	2,519	114	156	92	95	118	76

WORKERS' COMPENSATION COURT

The total number cases pending as of February 2024 are 16. Two Settlements were approved by the City Council in February and one new claim was received February 9, 2024. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 24 CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES
Fire	Suppression	9		9	4	2
Fire	Prevention				1	
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool				1	
Planning	Development Services					
Police	Animal Welfare					2
Police	Criminal Investigation	1			1	
Police	Patrol	3		1	4	1
Police	Administration	0			2	
Public Works	Street Maintenance				1	1
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Public Works	Traffic Control			1		
Utilities	Line Maintenance	1		1		
Utilities	Sanitation	1		1		
TOTALS		16		11	14	6

List of Pending Cases

Amason, Amber v. City of Norman, WCC 2012-12306 K
(Police, Patrol, MPO, Intestinal/Parasite/Infection)
Attaway, Dan v. City of Norman, CM-2022-06389 G
(Fire, Suppression, Fire Captain, R. Knee)
A Joint Petition Settlement was approved by the City Council on February 13, 2024 and will no longer appear on the monthly report.
Boxford, Steven Lee v. City of Norman, CM-2022-03698 N
(Police, Patrol, MPO, L. Shoulder, Neck, L. Hand, L. Arm, L. Hip, R. Knee)
Bussell, Michael v. City of Norman, CM-2024-00740 K
(Fire, Suppression, Fire Captain, R. Shoulder)
Faught, David L. v. City of Norman, CM-2023-03669 R
(Fire, Suppression, Firefighter, Binaural Hearing Loss)
Faught, David L. v. City of Norman, CM-2023-03668 L
(Fire, Suppression, Firefighter, Chest, Pectoral & Tricep Tendon)
Hambrick, John v. City of Norman, CM-2023-02469K
(Fire, suppression, Firefighter, BAW, Cancer)
Kizzia, Derrald v. City of Norman, WCC 2014-06995 K
(Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)

Kraeger, Casey W. v. City of Norman, CM-2023-00969 R
(Utilities, Sanitation, Sanitation Worker II, Head, Upper Back, Lower Back, L. Hip, L. Knee)
Lewis, Brian K. V. City of Norman, CM-2022-02245 H
(Fire/Suppression/Fire Driver Engineer, Neck, Back UNS, L Knee, L. Leg)
Newell, Richard v. City of Norman, CEC-2022-15014 H (Request to Reopen – Change in Condition for the Worse)
(PD/Narcotics/MPO/Sergeant, Right Knee)
Rayburn, Joshua L. v. City of Norman, CM-2023-00845 J
(Utilities, Line Maintenance, Utility Distribution Worker I, Back UNS)
Robertson, Kellee v. City of Norman, WCC 2010-13896 F
(Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)
Smith, Carl Shanon v. City of Norman, CM-23-00163 Q
(Fire, Suppression, Firefighter, Lower Back)
Tomczak, Carl v. City of Norman, CM-22-07388 P
(Fire, Suppression, Firefighter, L Shoulder, L Upper Arm, L Arm)
A Joint Petition Settlement was approved by the City Council on February 27, 2024 and will no longer appear on the monthly report.
Wilkins, Levi v. City of Norman, CM-2019-05323 X
(Fire, Suppression, Fire Driver Engineer, BAW, Cancer)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through February 2024.

DEPARTMENT	FYE 24 Month	FYE 24 YTD	FYE 23 YTD	FYE 22 YTD	FYE 21
Animal Control			2	2	1
Finance – IT					1
Fire	1	1		2	1
Legal					2
Other		4	5	6	11
Parks		1	1	2	4
Planning			1	2	
Police	1	6	8	8	3
Public Works – other		2	5	2	2
Public Works – Stormwater				1	
Public Works – Engineering					1
Public Works – Streets		10	8	10	9
Utilities – other		2			
Utilities – Water	1	3	16	6	11
Utilities – Sanitation	1	9	7	6	12
Utilities – Sewer		4	3	4	5
TOTAL CLAIMS	**4**	**42**	**56**	**51**	**63**

CURRENT CLAIM STATUS	FYE 24 TO DATE	FYE 23	FYE 22	FYE 21
Claims Filed	42	56	51	63
Claims Open and Under Consideration	7	0	0	0
Claims Not Accepted Under Statute/Other	1	4	3	10
Claims Paid Administratively	14	25	15	11
Claims Paid Through Council Approval	2	2	2	7
Claims Resulting in a Lawsuit for FY	1	0	5	3
Claims Barred by Statute (No Further Action Allowed)	0	25	26	32
Claims in Denied Status (Still Subject to Lawsuit)	17	0	0	0

MUNICIPAL COURT 8

MUNICIPAL COURT
MONTHLY REPORT
FEBRUARY - FY '24

CASES FILED

	FY24 FEBRUARY	FY24 Y-T-D	FY23 FEBRUARY	FY23 Y-T-D
Traffic	1,072	6,182	725	3,138
Non-Traffic	229	2,203	159	1,613
SUB TOTAL	1,301	8,385	884	4,751
Parking	977	6,147	743	5,651
GRAND TOTAL	2,278	14,532	1,627	10,402

CASES DISPOSED

	FY24 FEBRUARY	FY24 Y-T-D	FY23 FEBRUARY	FY23 Y-T-D
Traffic	951	5,351	422	2,772
Non-Traffic	260	1,735	235	1,711
SUB TOTAL	1,211	7,086	657	4,483
Parking	627	5,074	637	4,473
GRAND TOTAL	1,838	12,160	1,294	8,956

REVENUE

	FY24 FEBRUARY	FY24 Y-T-D	FY23 FEBRUARY	FY23 Y-T-D
Traffic	$ 105,056.58	$ 633,208.99	$ 51,664.22	$ 313,764.91
Non-Traffic	$ 21,164.24	$ 153,767.22	$ 19,806.90	$ 153,440.21
SUB TOTAL	$ 126,220.82	$ 786,976.21	$ 71,471.12	$ 467,205.12
Parking	$ 23,385.00	$ 162,265.75	$ 24,380.00	$ 164,810.00
GRAND TOTAL	$ 149,605.82	$ 949,241.96	$ 95,851.12	$ 632,015.12

MUNICIPAL COURT - MONTHLY REPORT
February 2024

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 30 new cases and closed 27 cases during the month of February 2024. 7 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities
February 2024

Forestry

We purchased 40 trees from a regional nursery at special pricing and had them delivered to Park Maintenance last month. The trees are mostly elm and oak varieties in 15 gallon grow bags, which will be used for mass plantings at Griffin Park near the new soccer concession/restroom and parking lot, at Saxon Park in the large parking lot island, and at the City Hall parking lot north of the Development Center. Park crews will plant all trees, led by the City Forester.

We are also hiring additional services from Davey Resource Group to conduct a tree inventory on publicly owned lands (parks, grounds, etc.). This information will help us to next develop an Urban Forest Master Plan to help guide our work over the coming years in our Forestry Division. In the meantime, our Forester is finishing several winter tree care programs (bagworm removal, pruning, pest monitoring, etc.) as we prepare for spring.

Westwood Tennis

We are receiving bids to repair the electrical feed to the four northwest courts which has stopped working due to age and past damage repairs starting to break again. Once that work is complete, we will be working to re-surface as many of the courts as possible prior to the spring tournament season, once the outside temperatures are correct for such work. Future projects will also include looking for ways to expand our service at this popular sports complex as part of the Westwood Golf and Tennis Master Plan currently being advertised. We held a pre-proposal meeting on-site late in the month, to allow architecture/engineering firms interested in working with the city to tour the golf and tennis areas as they prepare their submission of qualifications for our review (due on March 1).

Sutton Urban Wilderness

The parking lot expansion at the Sutton Wilderness trail head off of 12th Avenue is wrapping up soon. The final concrete sections of the new lot were poured; and site clean-up has begun. We will schedule lot striping and do a final walk-through of this area and the trail improvements made to the path that connects from the dam area south to the Griffin Park soccer parking lot. We will continue to monitor the condition of all of the trails and the natural areas in this popular urban wilderness park to make sure the area is safe and usable as daily, weekly and annual use continue to go up all the time.

Norman Forward Neighborhood Parks

We are continuing the work at Bentley Park to get it ready for a grand opening this spring. The picnic shelter is complete; and the playground equipment is installed, which now allows the synthetic turf surfacing to be scheduled for next month. Our concrete contractor has started work on installing the walking trails in the park. A park sign and memorial plaque for Lionel Bentley (former director of Norman Parks and Recreation) is being prepared for the park; and the contractor building the tennis and pickleball courts was back in town in February, to apply the court surfacing and hang the nets on those features. We will continue to work all areas and coordinate the mowing/maintenance plan for this park with our Parks Manager to fulfill the plan to leave some areas of this large neighborhood park as native plan preserve areas, with cedar fencing installed to help define the natural no-mow zones. These will greatly boost the local ecology and invite native plants and

wildlife into the site alongside the more human-scale activities (sports, playgrounds, picnicking, etc.).

Historical Museum

The contractor completed the work to replace 70 of the baluster pieces on the front porch, along with any sections of the railing top and bottom and the porch deck boards that have become rotten or damaged over the years. The front porch was in need of wood repair in several areas of the decking, frame and architectural details which we decided to accomplish prior to the larger project of painting the entire house this year. The porch work has all been primed and is ready for final paint, when all other work is awarded when the weather (temperatures) are more appropriate. That work will be bid in the spring, and will include repairs to any other wood siding, trim, and details on the main house and the Carriage House prior to the final paint job.

Community Garden Project

Volunteers worked with our Park Planner and the City Forester to select a site and then construct several raised garden beds on the east side of the 12th Avenue Recreation Center. These will serve as an educational project for the kids attending after school and summer camp programs at the center this year. There will be guidance from the Cleveland County Master Gardeners and city staff to teach environmental lessons about gardening and water use among other things. The first plantings will take place during Spring Break Camp in March; and continue throughout the growing season with several “crops” rotating through the space.

February 2024 PARK MAINTENANCE DIVISION

SAFETY REPORT	FY24 MTD	FY24 YTD		FY23 MTD	FY23 YTD
On-The-Job Injuries	0	4		0	6
Vehicle Accidents	0	1		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	**Total Man Hours**			**Total Man Hours**	
Big Mowing	1	523.25		0	944.50
Trim Mowing	3	3237.25		0	5376.00
Chemical Spraying	419	1058.00		109	1027.00
Fertilization	0	10.00		0	18.00
Park Tree Work	10	741.00		301	735.00
Street Tree Work	0	8.00		12	91.00
Trash Maintenance	321.5	3286.00		221.5	2447.75
Sprinkler Maintenance	120.5	899.75		112	1052.75
Watering	6	12.00		0	279.00
Painting	43	74.00		0	415.00
Landscape Maintenance	384	2284.25		479	1708.75
Seeding/Sodding	0	41.00		0	613.00
Ballfield Maintenance	29	57.00		64	341.00
Fence Repairs	77.75	282.75		31	294.50
Equipment Repairs/Maintenance	156.75	1542.75		104	1374.50
Material Hauling	150	363.50		45	497.25
Snow/Ice Removal	63.25	297.00		137	520.27
Christmas Setup	8	1144.00		12	264.75
Vector Control	0	99.00		0	114.00
Events	0	368.00		0	201.00
Vandalism Repair	60.25	301.25		33	210.50
Trail Maintenance	18	86.00		0	8.00
Playground Maintenance	273.5	803.25		87.25	891.75
Restroom Maintenance	208.5	457.50		16	622.50
Carpentry/Welding	381.5	1040.50		7	441.00
Shop Time	30.5	436.25		79	493.00
Special Projects	77	1246.25		662	2481.00
Miscellaneous	72	851.75		350	1881.25

FEBRUARY 2024
RECREATION DIVISION
MONTHLY REPORT

Little Axe Community Center: The Center had 104 kids in our after-school program for the month of February and we served 650 meals to the Little Axe community with our Meals on Wheels. The Center Partnered with Pioneer Library System to have a librarian on hand twice a week. Pioneer Library recently installed a park bench so books can be downloaded. The bench also works as a charging station and has free Wi-Fi.

12th Avenue Recreation Center: The 12th Avenue Recreation Center averaged 33 students for the month of February. Students have begun learning about different variations of art with a guest that comes in each Friday. For the month of February, students learned more about color schemes, shapes, and painting textures! The 12th Avenue staff worked hard in preparation of the annual Daddy Daughter Dance held at Embassy Suites. Our staff handmade over 200 VIP friendship bracelets as well as 150 VIP gift bags!

Irving Recreation Center: This month at Irving the After School Program continued with 29 children. The average daily attendance was 22 children. This month CASP began tutoring a few of our children at the request of their parents through the partnership we agreed upon late last year. On the 10th the center was the host site for another successful Mutual Aid Fair, ran by Red Dirt Collective.

Whittier Recreation Center: The After School Program continued at Whittier with 27 children. The average daily attendance was about 21 children. This month i9 Sports completed their winter basketball league with us, and we are in talks with hosting them again during the summer if staffing permits

FACILITY ATTENDANCE:	Month	Year to Date
Norman Senior Center	0	3,253
Little Axe Community Center	1,705	14,867
12th Avenue Recreation Center	1,338	9,274
Irving Recreation Center	422	3,163
Whittier Recreation Center	472	3,700
Reaves Center	300	2,400
Tennis Center	3,494	26,770

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	661	850	640	606	296	200	0	0					3,253
Axe	1,480	2,039	1,858	2,035	1,779	1,893	2,078	1,705					14,867
twelveth	1,795	1,167	1,195	1,182	1,270	984	790	1,338					9.724
Irving	343	507	426	378	354	378	355	422					3,163
Whittier	544	567	523	443	471	297	383	472					3,700
Reaves	300	300	300	300	300	300	300	300					2,400
Tennis	3,376	3,598	4,107	3,439	3,267	2,553	2,906	3,494					26,770

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A

FEBRUARY 2024

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	FEB FYE'24	FEB FYE'23
Regular Green Fees	514	317
Senior Green Fees	338	269
Junior Fees	109	87
School Fees (high school golf team players)	49	102
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	842	444
Employee Comp Rounds	306	223
Golf Passport Rounds	0	0
9-Hole Green Fee	172	186
2:00 Fees	450	162
4:00 Fees	0	0
Dusk Fees or 5:00 Fees	41	60
PGA Comp Rounds	1	2
*Rainchecks (not counted in total round count)	14	15
Misc Promo Fees (birthday, players cards, OU student	62	88
Green Fee Adjustments (fee difference on rainchecks)	5	8
Total Rounds (*not included in total round count)	**2889**	**1948**
% change from FY '23	48.31%	
Range Tokens	**2788**	**2531**
% change from FY '23	10.15%	
18 - Hole Carts	68	80
9 - Hole Carts	24	30
½ / 18 - Hole Carts	712	463
½ / 9 - Hole Carts	189	167
Total Carts	**993**	**740**
% change from FY '23	34.19%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	0
9-Hole Senior Trail Fees	0	0
Total Trail Fees	**0**	**0**
% change from FY '23	0.00%	
TOTAL REVENUE	$83,642.34	$67,685.73
% change from FY '23	-51.76%	

FEBRUARY 2024
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

SAFETY REPORT	FY 2024 MTD	FY 2024 YTD	FY 2023 MTD	FY 2023 YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2024 MTD	FYE 2024 YTD	FY 2023 MTD	FYE 2023 YTD
Green Fees	$35,868.65	$329,470.27	$31,312.91	$339,714.20
Driving Range	$11,423.78	$79,380.09	$9,980.77	$88,046.63
Cart Rental	$18,574.78	$171,795.88	$13,704.00	$178,619.16
Golf Classes	$0.00	$0.00	$720.00	$720.00
Golf Shop Rentals	$150.29	$1,852.55	$212.56	$256.72
USGA Handicap Fees	$0.00	$0.00	$147.12	$275.86
Golf Cart Capital	$1,112.21	$10,161.06	$0.00	$0.00
Golf Merchandise	$9,978.28	$118,962.94	$0.00	$0.00
Restaurant	$6,146.60	$102,942.05	$6,247.01	$124,889.34
Insufficient Check Charge	$0.00	$0.00	$0.00	$0.00
Interest Earnings	$387.75	$128,498.70	$5,361.36	$20,890.61
TOTAL INCOME	**$83,642.34**	**$943,063.54**	$67,685.73	**$753,412.52**
Expenditures	$96,077.81	$931,501.37	$137,238.71	$966,655.17
Income vs Expenditures	**($12,435.47)**	**$11,562.17**	**($69,552.98)**	**-$213,242.65**
Rounds of Golf	2889	22842	1948	23005

The following is a list of Tasks and Goals for Golf Maintenance.

Equipment mower maintenance continues during the off-season in preparation for the next growing season. The greens are green and growing. Soil samples taken last month show us the nutrient status and we will be addressing these needs soon. Drainage between #1 and #2 holes is almost complete. The removal of tree logs from last years storm remains a priority as weather allows. Equipment mower maintenance continues during the off-season in preparation for the next growing season. Most of the golf course has been sprayed with pre and post emergent herbicides. The roughs, clubhouse/pool entrances and Northbase is what remains.

FEBRUARY 2024
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FYE 2024 MTD	FYE 2024 YTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	$5,880.00	$11,730.00	$2,425.00	$410,413.50
Swim Pool Gate Admission	$0.00	$186,635.00	$0.00	$269,113.00
Swim Lesson Fees	$5,655.00	$13,780.15	$0.00	$82,874.00
Pool Rental	$0.00	$47,927.56	$0.00	$41,515.00
Locker Fees	$0.00	$0.00	$0.00	$0.00
Pool Classes	$3,300.00	$6,357.00	$0.00	$27,333.00
Pool Merchandise Sales	$0.00	$236.44	$0.00	$0.00
Concessions	$0.00	$104,250.55	$0.00	166,989.10
TOTAL INCOME	**$14,835.00**	**$370,916.70**	**$2,425.00**	**$998,237.60**
Expenditures	$15,203.75	$723,996.60	$11,907.94	$406,410.58
Income verses Expenditures	**($368.75)**	**($353,079.90)**	**($9,482.94)**	**$591,827.02**

ATTENDANCE INFORMATION

	FYE 2024 MTD Feb-24	2023 YTD	2022 YTD	2021 YTD
a. Pool Attendance	0	114,679	58,459	75,468
b. Adult Lap Swim Morning/Night	0	950	65	1,802
c. Water Walkers	0	1,124	970	4,923
d. Toddler Time	0	4,328	1,578	5,421
e. Water Fitness	0	2,610	775	2,826
f. Swim Team	0	1,435	1,325	4,423
g. Scuba Rentals	0	514	488	54
h. Scuba Participants	0	282	52	100
i. Swim Lessons	0	1,465	860	1,697
j. Private Swim Lessons	0	73	34	51
g. Movie Night/Special Events	0	2156	1,604	1,298
h. Party / Rentals	0	259	65	116
TOTAL ATTENDANCE	**0**	**129,875**	**66,275**	**98,179**

FACILITY MAINTENANCE 9B

	Labor hours	Labor cost	MATERIAL	TOTAL COST
CUSTODIAL	$ 327.00	$ 7,959.30	$ 32,083.27	$ 40,042.57
DOORS	$ 10.00	$ 360.27	$ 12,145.00	$ 12,505.27
ELECTRICAL	$ 208.50	$ 7,957.24	$ 4,240.89	$ 12,198.13
ELEVATORS	$ -	$ -	$ -	$ -
HVAC	$ 105.50	$ 3,767.41	$ 2,470.71	$ 6,238.12
MISC	$ 50.00	$ 1,885.29	$ 42,324.89	$ 44,210.18
PEST	$ 1.00	$ 37.24	$ 2,793.00	$ 2,830.24
PLUMBING	$ 161.50	$ 6,156.94	$ 4,492.94	$ 10,649.88
ROOFS	$ 1.00	$ 38.88	$ -	$ 38.88
INDIRECT	$ 171.50	$ 6,441.36	$ 373.68	$ 6,815.04
MISC	$ -	$ -	$ 2,470.23	$ 2,470.23
TOTAL	$ 1,036.00	$ 34,603.92	$ 103,394.61	$ 137,998.53

	Labor hours	Labor cost	Material Cost	TOTAL COST
Indirect	502	14530.995	12072.89	26603.885
12th Ave Rec	11	427.68	1289.99	1717.67
718 Porter	2	77.76	0	77.76
Adult Wellness	7.5	272.415	3600.34	3872.755
Andrews Park	2.5	95.56	0	95.56
Animal Welfare	7	260.79	144.64	405.43
Bldg A - Courts	23	848.87	2565.48	3414.35
Bldg B - Police	55	2094.07	3379.15	5473.22
Bldg C - HR/IT	2	74.59	1618.56	1693.15
Bldg D - Development Center	41	1494.385	4051.54	5545.925
Bus Turnaround	0	0	0	0
Central Library	4	142.84	650.37	793.21
City Hall	25.5	948.095	4916.07	5864.165
CNG Station	0	0	0	0
Compactors	6	233.28	0	233.28
Compost	37.5	1458	163.72	1621.72
Container Maintenance	0	0	0	0
Dumpster Barn	0	0	0	0
East Library	9.5	353.125	502.98	856.105
ECOC	0	0	0	0
Environmental Services	0	0	0	0
Facility Maintenance	0	0	0	0
Fire Admin	1	35.71	0	35.71
Fire Station 1	1	35.71	505.11	540.82
Fire Station 2	3.5	130.34	437.5	567.84
Fire Station 3	2	74.48	12145	12219.48
Fire Station 4	1	37.24	2214	2251.24
Fire Station 5	0	0	0	0
Fire Station 6	6	231.64	106.12	337.76
Fire Station 7	5.5	203.4	33.79	237.19
Fire Station 8	7.5	277.005	418.33	695.335
Fire Station 9	13	497.35	1496.68	1994.03
Firehouse Art	7.5	275.695	38778.06	39053.755
Fleet	4	149.07	22.44	171.51
Griffin Park	6	223.44	111.59	335.03
Historical House	0	0	0	0
Household Hazardous Waste	0	0	0	0
Irving Rec	1.5	55.86	0	55.86
Legacy Park	2	76.12	210.41	286.53
Legacy Trail	0	0	0	0
Lift Stations	0	0	0	0
Line Maintenance	4	142.84	59.4	202.24
Lions Memorial Park	0	0	0	0
Lions NE Park	0	0	0	0
Lions Park	6	228.36	104	332.36
Little Axe Rec	3	107.13	0	107.13
Moore-Lindsay Historical House Museum	0	0	0	0
Neighborhood Parks	1	37.24	0	37.24
NIC - Norman Investigation Center	12	436.935	0	436.935
Normandy Park	0	0	0	0
Park Maintenance	2	77.76	25.11	102.87

Parks	0	0	0	0
Radio Towers	0	0	0	0
Reaves Garden Center	0	0	0	0
Reaves Park	6	233.28	0	233.28
Rotary Park	2	72.95	0	72.95
Ruby Grant Park	25	968.72	152.64	1121.36
Sanitation	4	142.84	19.4	162.24
Santa Fe Depot	0	0	125	125
Senior Center	26.5	1022.395	946.33	1968.725
Shooting Range	7.5	280.505	260.56	541.065
Sooner Theater	2	74.48	0	74.48
Special Ops	0	0	0	0
Stormwater	0	0	0	0
Streets	1	37.24	14	51.24
Traffic Controls	4	142.84	68.16	211
Transfer Station	6	221.91	0	221.91
Transit	0	0	0	0
Transit/EVT	12	453.66	486.97	940.63
Warming Shelter	0	0	0	0
Water Reclamation Facility	22	816.22	0	816.22
Water Towers	0	0	0	0
Water Treatment Plant	4	142.84	53.61	196.45
Water Wells	0	0	0	0
Westwood Golf	12.5	464.19	160.99	625.18
Westwood Pools	0	0	0	0
Westwood Tennis	6	223.44	426.81	650.25
Whittier Rec	8	294.86	426.81	721.67
YFAC	62.5	2365.77	8630.06	10995.83
TOTAL	1036	34603.92	103394.61	137998.53

	Labor hours	Labor cost	MATERIAL
CUSTODIAL	$ 327.00	$ 7,959.30	$ 32,083.27
DOORS	$ 10.00	$ 360.27	$ 12,145.00
ELECTRICAL	$ 208.50	$ 7,957.24	$ 4,240.89
ELEVATORS	$ -	$ -	$ -
HVAC	$ 105.50	$ 3,767.41	$ 2,470.71
MISC	$ 50.00	$ 1,885.29	$ 42,324.89
PEST	$ 1.00	$ 37.24	$ 2,793.00
PLUMBING	$ 161.50	$ 6,156.94	$ 4,492.94
ROOFS	$ 1.00	$ 38.88	$ -
INDIRECT	$ 171.50	$ 6,441.36	$ 373.68
MISC	$ -	$ -	$ 2,470.23
TOTAL	$ 1,036.00	$ 34,603.92	$ 103,394.61

TOTAL COST	
$	40,042.57
$	12,505.27
$	12,198.13
$	-
$	6,238.12
$	44,210.18
$	2,830.24
$	10,649.88
$	38.88
$	6,815.04
$	2,470.23
$	137,998.53

Indirect	Animal Welfare	Bus Turnaround	Compost	Environmental Serv	Fire Station 3	Fire Station 8	Historical House	Lift Stations	Little Axe Rec	Park Maintenance	Rotary Park	Shooting Range	Traffic Controls	Water Reclamation	Westwood Pools
12th Ave Rec	Bldg A - Courts	Central Library	Container Maintenz	Facility Maintenanc	Fire Station 4	Fire Station 9	Household Hazardo	Line Maintenance	Moore-Lindsay Hist	Parks	Ruby Grant Park	Sooner Theater	Transfer Station	Water Towers	Westwood Tennis
718 Porter	Bldg B - Police	City Hall	Dumpster Barn	Fire Admin	Fire Station 5	Firehouse Art	Irving Rec	Lions Memorial Par	Neighborhood Park	Radio Towers	Sanitation	Special Ops	Transit	Water Treatment Pl	Whittier Rec
Adult Wellness	Bldg C - HR/IT	CNG Station	East Library	Fire Station 1	Fire Station 6	Fleet	Legacy Park	Lions NE Park	NIC - Norman Inves	Reaves Garden Cent	Santa Fe Depot	Stormwater	Transit/EVT	Water Wells	YFAC
Andrews Park	Bldg D - Developme	Compactors	ECOC	Fire Station 2	Fire Station 7	Griffin Park	Legacy Trail	Lions Park	Normandy Park	Reaves Park	Senior Center	Streets	Warming Shelter	Westwood Golf	

	JEFF	BRIAN	BOB	JERRY	DON	BILL	KATHY	JASON	TARA	BLAKE	LANCE	MISC	Labor hours	Labor cost	Material Cost	TOTAL
Indirect																
CUSTODIAL	0	0	0	0	0	0	159	168	0	0	0	0	327	$ 7,959.30	$ 9,228.98	$ 17,188.28
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PLUMBING	0	3.5	0	0	0	0	0	0	0	0	0	0	3.5	$ 130.34	$ -	$ 130.34
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	38	34	42.5	0	22	35	0	0	0	0	0	0	171.5	$ 6,441.36	$ 373.68	$ 6,815.04
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 2,470.23	$ 2,470.23
TOTAL HOURS	38	37.5	42.5	0	22	35	159	168	0	0	0	0	502	$ 14,531.00	$ 12,072.89	$ 26,603.89
TOTAL COST	$ 1,477.44	$ 1,396.50	$ 1,517.68	$ -	$ 819.28	$ 1,360.80	$ 4,817.70	$ 3,141.60	$ -	$ -	$ -	$ -				
12th Ave Rec																
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PLUMBING	11	0	0	0	0	0	0	0	0	0	0	0	11	$ 427.68	$ 1,289.99	$ 1,717.67
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	11	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 1,717.67
TOTAL COST	$ 427.68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Adult Wellness																
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 3,588.00	$ 3,588.00
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	4.5	0	0	0	0	0	0	0	0	0	4.5	$ 160.70	$ -	$ 160.70
MISC	0	3	0	0	0	0	0	0	0	0	0	0	3	$ 111.72	$ 12.34	$ 124.06
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	0	3	4.5	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 3,872.76
TOTAL COST	$ -	$ 111.72	$ 160.70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Andrews Park																
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	1	1.5	0	0	0	0	0	0	2.5	$ 95.56	$ -	$ 95.56
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	0	0	0	0	1	1.5	0	0	0	0	0	0	0	$ -	$ -	$ 95.56
TOTAL COST	$ -	$ -	$ -	$ -	$ 37.24	$ 58.32	$ -	$ -	$ -	$ -	$ -	$ -				
Animal Welfare																
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	4	0	0	0	0	0	0	0	4	$ 148.96	$ 135.45	$ 284.41
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	1	0	0	0	0	0	0	0	0	0	1	$ 35.71	$ -	$ 35.71
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PLUMBING	1	1	0	0	0	0	0	0	0	0	0	0	2	$ 76.12	$ 9.19	$ 85.31
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	1	1	1	0	4	0	0	0	0	0	0	0	0	$ -	$ -	$ 405.43
TOTAL COST	$ 38.88	$ 37.24	$ 35.71	$ -	$ 148.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Bldg A - Courts																
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 2,379.48	$ 2,379.48
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -

ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	5	0	0	0	0	0	0	0	0	0	0	0	5	$ 178.55	$ 25.00	$ 203.55
MISC	0	5	0	0	0	0	0	0	0	0	0	0	0	0	5	$ 186.20	$ -	$ 186.20
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 155.00	$ 155.00
PLUMBING	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13	$ 484.12	$ 6.00	$ 490.12
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	0	18	5	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 3,414.35
TOTAL COST	$ -	$ 670.32	$ 178.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Bldg B - Police																		
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 2,379.48	$ 2,379.48
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	2	17.5	0	0	0	0	0	0	0	0	19.5	$ 754.88	$ 281.89	$ 1,036.77
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	7	0	0	0	0	0	0	0	0	0	0	0	7	$ 249.97	$ 159.86	$ 409.83
MISC	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	$ 74.48	$ -	$ 74.48
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 375.00	$ 375.00
PLUMBING	17	9.5	0	0	0	0	0	0	0	0	0	0	0	0	26.5	$ 1,014.74	$ 182.92	$ 1,197.66
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	17	11.5	7	0	2	17.5	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 5,473.22
TOTAL COST	$ 660.96	$ 428.26	$ 249.97	$ -	$ 74.48	$ 680.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Bldg C - HR/IT																		
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 1,193.56	$ 1,193.56
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	$ 35.71	$ -	$ 35.71
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 350.00	$ 350.00
PLUMBING	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	$ 38.88	$ 75.00	$ 113.88
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 1,693.15
TOTAL COST	$ 38.88	$ -	$ 35.71	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Bldg D - Development Center																		
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 2,602.60	$ 2,602.60
DOORS	0	0	9	0	0	0	0	0	0	0	0	0	0	0	9	$ 321.39	$ -	$ 321.39
ELECTRICAL	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	$ 77.76	$ 45.94	$ 123.70
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	16.5	0	0	0	0	0	0	0	0	0	0	0	16.5	$ 589.22	$ 384.00	$ 973.22
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 118.00	$ 118.00
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 753.00	$ 753.00
PLUMBING	2	11.5	0	0	0	0	0	0	0	0	0	0	0	0	13.5	$ 506.02	$ 148.00	$ 654.02
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	2	11.5	25.5	0	0	2	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 5,545.93
TOTAL COST	$ 77.76	$ 428.26	$ 910.61	$ -	$ -	$ 77.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
Central Library																		
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	$ 142.84	$ 150.37	$ 293.21
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 500.00	$ 500.00
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 793.21
TOTAL COST	$ -	$ -	$ 142.84	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
City Hall																		
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 2,697.00	$ 2,697.00
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	2	3	0	0	0	0	0	0	0	0	5	$ 191.12	$ 30.08	$ 221.20
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
HVAC	0	0	8.5	0	0	0	0	0	0	0	0	0	0	0	8.5	$ 303.54	$ 1,393.99	$ 1,697.53
MISC	4	1.5	0	0	0	0	0	0	0	0	0	0	0	0	5.5	$ 211.38	$ 630.00	$ 841.38
PEST	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	$ 37.24	$ 165.00	$ 202.24
PLUMBING	0	5.5	0	0	0	0	0	0	0	0	0	0	0	0	5.5	$ 204.82	$ -	$ 204.82
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
TOTAL HOURS	4	8	8.5	0	2	3	0	0	0	0	0	0	0	0	0	$ -	$ -	$ 5,864.17

| | | |

| | | |

| | | |

| | | |

| | | |

Senior Center																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
ELECTRICAL	0	0	0	0	0	0	23	0	0	0	0	0	0	0	23	$ 894.24	$ 946.33	$ 1,840.57	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	2.5	0	0	0	0	0	0	0	0	0	0	0	2.5	$ 89.28	$ -	$ 89.28	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	$ 38.88	$ -	$ 38.88	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
TOTAL HOURS	1	0	2.5	0	0	0	23	0	0	0	0	0	0	0					
TOTAL COST	$ 38.88	$ -	$ 89.28	$ -	$ -	$ -	$ 894.24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ 1,968.73	

Shooting Range																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	3.5	0	0	0	0	0	0	0	0	0	0	0	3.5	$ 124.99	$ -	$ 124.99	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$ 155.52	$ 260.56	$ 416.08	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
TOTAL HOURS	4	0	3.5	0	0	0	0	0	0	0	0	0	0	0					
TOTAL COST	$ 155.52	$ -	$ 124.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ 541.07	

Sooner Theater																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	$ 74.48	$ -	$ 74.48	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
TOTAL HOURS	0	2	0	0	0	0	0	0	0	0	0	0	0	0					
TOTAL COST	$ -	$ 74.48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ 74.48	

Streets																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	$ 37.24	$ 14.00	$ 51.24	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
TOTAL HOURS	0	1	0	0	0	0	0	0	0	0	0	0	0	0					
TOTAL COST	$ -	$ 37.24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ 51.24	

Traffic Controls																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELECTRICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	$ 142.84	$ 68.16	$ 211.00	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
TOTAL HOURS	0	0	4	0	0	0	0	0	0	0	0	0	0	0					
TOTAL COST	$ -	$ -	$ 142.84	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$ -	$ -	$ 211.00	

Transfer Station																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ELECTRICAL	0	0	0	0	5	0	0	0	0	0	0	0	0	0	5	$ 186.20	$ -	$ 186.20	
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
HVAC	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	$ 35.71	$ -	$ 35.71	
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
PLUMBING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	

| | | |

HVAC	0	0	2	0	0	0	0	0	0	0	0	0	0	2	$	71.42	$	-	$ 71.42
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
PLUMBING	0	1	0	0	0	0	0	0	0	0	0	0	0	1	$	37.24	$	-	$ 37.24
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
TOTAL HOURS	0	1	2	0	5	0	0	0	0	0	0	0	0						
TOTAL COST	$ -	$ 37.24	$ 71.42	$ -	$ 186.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$	-	$	-	$ 721.67

YFAC																			
CUSTODIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	8,014.17	$ 8,014.17
DOORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
ELECTRICAL	1	0	0	0	19	2	0	0	0	0	0	0	0	22	$	824.20	$	407.89	$ 1,232.09
ELEVATORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
HVAC	0	0	2	0	0	0	0	0	0	0	0	0	0	2	$	71.42	$	-	$ 71.42
MISC	13	10.5	3	0	0	0	0	0	0	0	0	0	0	26.5	$	1,003.59	$	84.51	$ 1,088.10
PEST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
PLUMBING	12	0	0	0	0	0	0	0	0	0	0	0	0	12	$	466.56	$	123.49	$ 590.05
ROOFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
INDIRECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
MISC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$	-	$	-	$ -
TOTAL HOURS	26	10.5	5	0	19	2	0	0	0	0	0	0	0						
TOTAL COST	$ 1,010.88	$ 391.02	$ 178.55	$ -	$ 707.56	$ 77.76	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	$	-	$	-	$ 10,995.83

PLANNING AND COMMUNITY DEVELOPMENT 10

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
February 2024 (to-date)

	CATEGORY	2024		2023	
		No of Permits	Valuation	No of Permits	Valuation
RESIDENTIAL	Residential, New Construction	58	$25,796,148.00	364	$142,749,195.00
	Residential Duplex, New Construction	1	$725,000.00	8	$1,334,512.00
	Residential, New Manufactured Home	2	$45,000.00	10	$1,488,826.00
	Residential, Storm Shelter	35	$131,150.00	340	$1,369,648.00
	Residential, Addition/Alteration	1	$217,000.00	107	$7,422,804.00
	Residential, Carport	7	$75,495.00	32	$226,425.57
	Residential, Storage Building	30	$1,539,277.20	139	$5,695,401.96
	Residential, Fire Repair	3	$143,333.00	46	$4,417,476.00
	Residential, Swimming Pool	10	$1,273,253.00	97	$8,675,680.00
	Residential, Manufactured Home Replacement		-	5	$464,900.00
	Residential, Solar	24	$1,218,043.60	238	$7,860,681.83
	Residential, Paving	11	$52,150.00	92	$945,375.00
	Multi-Family, New Construction 3+ Family		-	4	$8,940,000.00
	Multi-Family, Addition/Alteration	1	$8,900.00	33	$448,916.00
	Multi-Family, Foundation	1	$680,000.00	1	$50,000.00
	Multi-Family, Fire Repair	1	$685,792.00	1	$619,021.00
	Residential, Roll off		-	0	-
	Other, Roll off		-	0	-
	Seasonal Sotage Container		-	0	-
	Storage Container		-	0	-
	Sub Total for: RESIDENTIAL	**185**	**$32,590,541.80**	1517	$192,708,862.36
NON-RESIDENTIAL		No of Permits	Valuation	No of Permits	Valuation
	Commercial, New Construction	10	$6,198,000.00	33	$110,625,200.00
	Commercial, Parking Lot			5	$438,700.00
	Commercial, New Shell Building	2	$4,900,000.00	3	$1,965,000.00
	Commercial, Addition / Alteration	18	$3,566,000.00	125	$60,201,370.00
	Commercial, Fire Repair	11	$5,360,551.00	4	$2,375,000.00
	Commercial, New Foundation		-	3	$1,930,000.00
	Commercial, Temporary Bldg./Const Trailer		-	25	$326,580.00
	Sub Total for: NON-RESIDENTIAL	**41**	**$20,024,551.00**	198	$177,861,850.00
OTHER ACTIVITY		No of Permits	Valuation	No of Permits	Valuation
	Electrical Permits	230	-	1730	-
	Heat/Air/Refrigeration Permits	176	-	1716	-
	Plumbing and Gas Permits	227	-	1837	-
	Sign Permits	104		503	-
	Water Well Permits	3		29	-
	Garage Sale Permits	52		683	-
	Structure Moving Permits	2		23	-
	Demo-Residential Permits	3		31	-
	Demo-Non-Residential Permits	2		7	-
	Certificate of Occupancy (CO)			1116	-
	All Field Inspections			25516	-
	Sub Total for: OTHER ACTIVITY	799		33191	-
	Total	1028	**$52,615,092.80**		**$370,570,712.36**

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

Report	Count		Valuation						
TOTAL	**100**		**$17,889,422.82**						
Residential, New Construction	**30**		**$14,039,804.00**						
	PRSF202400227	02/01/24	$297,920.00	3325 VALLEY HOLLOW	2914	R-1	5	SUMMIT VALLEY	APPLE CONSTRUCTION, LLC
	PRSF202400370	02/02/24	$270,200.00	3035 RED CEDAR WAY	2730	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
	PRSF202400414	02/02/24	$253,820.00	3703 CASSIDY DR	2537	PUD	8	FLINT HILLS SEC. #1	IDEAL HOMES OF NORMAN, LP
	PRSF202305477	02/05/24	$1,200,000.00	4330 CRITTENDEN DR	8177	PUD	8	ASHTON GROVE 2	BYRD BUILDING CONSULTING
	PRSF202400447	02/07/24	$381,984.00	1103 MOUNT IRVING WAY	2661	PUD	6	RED CANYON RANCH SEC 8	IDEAL HOMES OF NORMAN, LP
	PRSF202400416	02/09/24	$336,000.00	2007 ASHFORD LN	2633	PUD	3	BROOKHAVEN PLACE	HOMES OF DISTINCTION, INC.
	PRSF202400482	02/13/24	$362,000.00	1818 TAINES TURN	2670	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400488	02/13/24	$590,000.00	511 BASIN WAY	3980	PUD	6	PINE CREEK ADDITION	LANDMARK FINE HOMES, LP
	PRSF202400531	02/14/24	$193,900.00	2504 TRAILWOOD DR	2103	PUD	8	TRAILWOODS SEC 4	IDEAL HOMES OF NORMAN, LP
	PRSF202400558	02/16/24	$253,820.00	3032 RED CEDAR WAY	2537	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
	PRSF202400498	02/16/24	$318,640.00	820 S PICKARD AVE	2655	R-1	4	PICKARD ACRES	DEAN, MICHAEL T
	PRSF202400581	02/19/24	$850,000.00	601 84TH AVE SE	5321	A-2	5	NOT SUBDIVIDED	STONEWALL HOMES, LLC.
	PRSF202400509	02/20/24	$322,700.00	5803 FLOYD COX DR	2987	RE	5	PRIDE 130	STERLING GLEN PRICE
	PRSF202400628	02/22/24	$465,000.00	5407 WINDSTONE LN	3350	PUD	3	GLENRIDGE 1	L & S DEVELOPMENT II, LLC
	PRSF202400493	02/22/24	$324,800.00	4016 MILFORD PL	3274	R-1	8	CASTLEROCK 5	SHERIDAN HOMES LLC
	PRSF202400146	02/22/24	$1,900,000.00	2504 HIGHBURY DR	7066	PUD	8	VILLAS AT ASHTON GROVE	BYRD BUILDING CONSULTING
	PRSF202400226	02/23/24	$297,920.00	3224 VALLEY BROOK	2914	R-1	5	SUMMIT VALLEY	APPLE CONSTRUCTION, LLC
	PRSF202400615	02/23/24	$378,000.00	1814 TAINES TURN	2790	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

	PRSF202400136	02/23/24	$356,580.00	3400 132ND AVE SE	3654	A-2	5	NOT SUBDIVIDED	RICHARDSON HOMES
	PRSF202400692	02/23/24	$397,000.00	1721 TAINES TURN	2860	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400609	02/23/24	$281,000.00	3903 LLEYTON DR	1810	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400612	02/26/24	$367,000.00	1810 TAINES TURN	2620	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400640	02/26/24	$289,000.00	3907 LLEYTON DR	1905	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400699	02/27/24	$247,520.00	3024 RED CEDAR WAY	2361	PUD	8	GREENLEAF TRAILS ADD 12	IDEAL HOMES OF NORMAN, LP
	PRSF202400590	02/27/24	$288,000.00	12400 E TECUMSEH RD	2800	A-2	5	H & L #2 (SURVEY)	SCRUGGS CONSTRUCTION
	PRSF202400695	02/28/24	$380,000.00	4023 EVANS CT	2685	R-1	7	CEDAR LANE 3	TABER BUILT HOMES, LLC.
	PRSF202400686	02/28/24	$800,000.00	4403 FOUNTAIN VIEW DR	6649	R-1	8	FOUNTAIN VIEW SEC 1	SWAN HOLLOW, LLC.
	PRSF202400742	02/28/24	$407,000.00	500 TIMBERBROOK DR	2720	PUD	6	VINTAGE CREEK ADDITION	BROOKFIELD CUSTOM HOMES, LLC.
	PRSF202400705	02/29/24	$680,000.00	3014 ESCALON DR	5545	R-1	8	LAS COLINAS 1	SWAN HOLLOW, LLC
	PRSF202400631	02/29/24	$550,000.00	2108 QUAIL CREEK	5152	RE	5	QUAIL CREEK ACRES 1	SKYRIDGE HOMES, INC.
Residential	**0**		**$0.00**						
Residential, New Manufactured Home	**1**		**$5,000.00**						
	PRMF202400423	02/09/24	$5,000.00	2203 138TH AVE SE	1125	RE	5	THUNDERBIRD HILLS	JACK'S MOBILE HOME SERVICE
Residential, Storm Shelter	**22**		**$85,915.00**						
	PRSS202400330	02/01/24	$3,300.00	620 SUMMIT CREST LN	28	R-1	1	SUMMIT LAKES 7	FLAT SAFE TORNADO SHELTERS
	PRSS202400375	02/01/24	$3,300.00	4304 EAGLE CLIFF DR	30	R-1	7	EAGLE CLIFF ADD # 5	FLAT SAFE TORNADO SHELTERS
	PRSS202400483	02/09/24	$2,500.00	1818 TAINES TURN	30	R-1	7	CEDAR LANE 3	STORM SAFE SHELTER, LLC
	PRSS202400520	02/09/24	$3,475.00	4012 BLUESTEM CIR	24	R-1	3	QUAILBROOK ADD #2	FLAT SAFE TORNADO SHELTERS
	PRSS202400457	02/09/24	$3,000.00	5620 PIONEER CIR NW	35	R-1	3	MARLATT	STORM SAFE SHELTERS/HIT STEEL

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

PRSS202400564	02/14/24	$3,500.00	2916 E EAST LAKE DR	28	R-1	5	EAST RIDGE 5	GROUND ZERO STORM SHELTERS
PRSS202400611	02/15/24	$2,500.00	3903 LLEYTON DR	25	R-1	7	CEDAR LANE SEC II	STORM SAFE SHELTER, LLC
PRSS202400613	02/16/24	$2,500.00	1810 TAINES TURN	28	R-1	7	CEDAR LANE SEC II	STORM SAFE SHELTER, LLC
PRSS202400614	02/16/24	$2,500.00	1814 TAINES TURN	25	R-1	7	CEDAR LANE SEC II	STORM SAFE SHELTER, LLC
PRSS202400583	02/19/24	$9,575.00	3200 REGAL RUN DR	29	R-1	9	PRAIRIE CREEK #3	OZ SAFEROOMS TECHNOLOGIES, INC
PRSS202400694	02/22/24	$2,500.00	4023 EVANS CT	24	R-1	7	CEDAR LANE 3	STORM SAFE SHELTER, LLC
PRSS202400693	02/23/24	$2,500.00	1721 TAINES TURN	28	R-1	7	CEDAR LANE 3	STORM SAFE SHELTER, LLC
PRSS202400671	02/23/24	$2,500.00	610 OZARK LN	30	PUD	8	GREENLEAF TRAILS ADD 12	STORM SAFE SHELTER, LLC
PRSS202400729	02/26/24	$2,500.00	3907 LLEYTON DR	21	R-1	7	CEDAR LANE 3	STORM SAFE SHELTER, LLC
PRSS202400724	02/27/24	$9,575.00	4815 WILLOWOOD WAY	30	R-1	5	WHISPERING HILLS	OZ SAFEROOMS
PRSS202400725	02/27/24	$7,850.00	4112 CASTLEROCK RD	27	R-1	8	CASTLEROCK ADD #3	OZ SAFEROOMS
PRSS202400727	02/28/24	$3,695.00	5525 E LINDSEY ST	40	A-2	5	HALEY ESTATES NRCOS	GROUND ZERO SHELTERS
PRSS202400777	02/28/24	$5,000.00	3916 YELLOWSTONE DR	30	PUD	6	PINE CREEK ADDITION	SAFE STORM SHLETERS
PRSS202400728	02/28/24	$3,500.00	2400 BONNYBROOK ST	38	R-1	5	EAST RIDGE ADD #08	GROUND ZERO STORM SHELTERS
PRSS202400781	02/29/24	$3,500.00	3625 CASSIDY DR	30	PUD	8	FLINT HILLS SEC. #1	STORM SAFE SHELTER, LLC
PRSS202400800	02/29/24	$3,750.00	241 TELSTAR ST	35	R-1	8	CRYSTAL HEIGHTS #3	SAFE STORM SHLETERS
PRSS202400751	02/29/24	$2,895.00	9900 ALAMEDA DR	24	A-2	5	NOT SUBDIVIDED	GROUND ZERO STORM SHELTERS
Residential, Addition Alteration	**1**	**$217,000.00**						
PRAD202400473	02/08/24	$217,000.00	3002 TURNBERRY CT	932	R-1	8	HIGHLAND VILLAGE 7	STONEWALL HOMES, LLC.
Residential, Carport	**5**	**$63,495.00**						
PRCP202400348	02/08/24	$7,675.00	1601 PECAN AVE	516	R-1	2	SOUTHERN HILLS ADD	AFFORDABLE CONSTRUCTION CO
PRCP202400588	02/15/24	$9,320.00	11717 ALAMEDA DR	700	A-2	5	NOT SUBDIVIDED	CAROLINA CARPORTS INC.

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

	PRCP202400541	02/15/24	$15,000.00	1204 WESTLAWN DR	430	R-1	2	EDGEMERE 2ND ADD	HARALSON RENOVATION-SAM HARALSON
	PRCP202400254	02/21/24	$6,500.00	700 DENISON DR	588	R-1	4	WOODSLAWN 1	GONZALEZ, OSCAR
	PRCP202400561	02/26/24	$25,000.00	1715 S OKLAHOMA AVE	374	R-1	4	UNIVERSITY ADD	LA RUE LEGACY HOMES, LLC
Residential,	**14**		**$931,000.00**						
Storage Building	PRAB202400337	02/02/24	$80,000.00	6201 E ROCK CREEK RD	2600	A-2	5	NOT SUBDIVIDED	BRAD PERRY CONTRACTING
	PRAD202400378	02/05/24	$10,000.00	101 W HADDOCK ST	350	R-1	8	TULLS 1	WILLIAMS CONTRACTING
	PRAD202400420	02/06/24	$4,000.00	10900 TRACY CIR	2500	A-2	5	PRIDE 3	JNR CONSULTING LLC
	PRAD202400475	02/08/24	$100,000.00	707 TERRACE PL	400	R-1	2	NORMANDY MANOR	SWIFTCO DEVELOPMENT
	PRAD202400485	02/13/24	$20,000.00	3901 36TH AVE SE	925	A-2	5	CEDAR SPRINGS EST	TC GRISSOM BUILDING CO.
	PRAB202400296	02/13/24	$50,000.00	721 80TH AVE SE	1600	RE	5	THUNDERBIRD EST ADD	DABNEY STEEL FRAMED CONST.LLC.
	PRAB202400506	02/14/24	$11,000.00	2831 CHELSEA DR	15	R-1	8	BERKELEY 6	PMH CONSTRUCTION, LLC.
	PRAD202400530	02/14/24	$4,000.00	1004 MILLER AVE	1700	R-3	4	CLASSEN MILLER	MICHAEL PRESTON O'BRIEN II
	PRAB202400499	02/16/24	$20,000.00	820 S PICKARD AVE	662	R-1	4	PICKARD ACRES	DEAN, MICHAEL T.
	PRAD202400453	02/26/24	$150,000.00	7203 SPRING VIEW DR	2316	RE	5	VISTA SPRINGS ESTATES 2	VINTAGE CUSTOM HOMES, LLC. 1
	PRAB202400577	02/27/24	$19,000.00	1319 ANN ARBOR DR	144	R-1	2	FUZZELL'S 2	RICE, TRAVIS
	PRAB202400704	02/27/24	$275,000.00	3300 BLACKBIRD LN	1588	PUD	6	FROST CREEK	LANDMARK FINE HOMES, LP
	PRAB202400663	02/27/24	$125,000.00	3300 BLACKBIRD LN	1075	PUD	6	FROST CREEK	LANDMARK FINE HOMES, LP
	PRAB202400568	02/28/24	$63,000.00	4616 TIMBERIDGE CIR	840	RE	8	GRANDVIEW EST NORTH #3	PMH CONSTRUCTION, LLC.
Residential,	**2**		**$133,333.00**						
Fire Repair	PRDB202400384	02/02/24	$120,000.00	2304 ASHWOOD LN	2517	R-1	6	HALL PARK	SOONER RENOVATIONS CONSTRUCTION AND ROOFING
	PRDB202400535	02/14/24	$13,333.00	2509 WILDWOOD LN NE	95	R-1	6	WILDWOOD ESTATES #3	MILIAN, LAZARO

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

Residential, Swimming Pool	**5**		**$825,503.00**						
	PRPO202400459	02/08/24	$175,503.00	2011 MORNING DEW TRL	1000	R-1	2	TRAILS ADD #2	AQUASCAPE POOLS
	PRPO202400421	02/09/24	$400,000.00	4101 48TH AVE NW	3320	RE	8	NOT SUBDIVIDED	DUNFORD POOLS
	PRPO202400410	02/12/24	$85,000.00	1241 HONEYBEE CT	1654	PUD	6	FROST CREEK	TUCKER HOUSE LLC
	PRPO202400684	02/27/24	$68,000.00	4112 CARRINGTON LN	386	R-1	8	CARRINGTON PLACE ADD #9	SPARTAN POOLS PATIO
	PRPO202400666	02/27/24	$97,000.00	2511 SMOKING OAK RD	680	R-1	2	SMOKING OAKS 2	SIGNATURE CUSTOM POOLS
Residential, Residential, Solar	**12**		**$878,730.82**						
	PRSO202400341 KW: 6.08	02/01/24	$17,328.00	326 SEQUOYAH TRL		R-1	6	WOODCREST EST #3	SOLAR POWER OF OKLAHOMA
	PRSO202400366 KW: 4.1	02/01/24	$24,431.04	725 OAKBROOK DR		R-1	4	WILLOW BROOK ADD	SUNTRIA
	PRSO202400435 KW: 3.85	02/07/24	$20,150.68	1521 CENTRAL PKWY		R-1	6	PARK PLACE 5	FREEDOM FOREVER OKLAHOMA, LLC
	PRSO202400487 KW: 15.58	02/09/24	$45,082.50	2433 OSBORNE DR		R-1	2	NORMANDY ACRES FIRST	SENTINEL ELECTRICAL SERVICES
	PRSO202400469 KW: 9.12	02/09/24	$55,000.00	2824 WEYMOUTH CT		R-1	6	WOODLAKE 2	VYVUE
	PRSO202305025 KW: 12.96	02/12/24	$40,000.00	5804 FLOYD COX DR		RE	5	PRIDE 130	GREAT PLAINS SOLAR LLC
	PRSO202400422 KW: 265	02/12/24	$524,405.00	1809 STUBBEMAN AVE		R-1	8	CRYSTAL HEIGHTS #4	EIGHTTWENTY
	PRSO202400565 KW: 7.29	02/14/24	$25,276.50	3910 PINE TREE CIR		R-1	3	CHERRY CREEK 3	SOLAR POWER OF OKLAHOMA
	PRSO202400511 KW: 5.33	02/14/24	$35,639.10	1013 MOBILE CIR		R-1	1	COLONIAL EST # 2	SUNTRIA
	PRSO202400651 KW: 6.56	02/26/24	$38,707.00	3613 IVES WAY		RM-6	3	BROOKHAVEN, VILLAGE AT #1	GREEN LIGHT SOLAR
	PRSO202400759 KW: 14.28	02/29/24	$36,352.00	2805 CRITTENDEN DR		PUD	8	ASHTON GROVE SEC. 3	EIGHTTWENTY
	PRSO202400763 KW: 8.61	02/29/24	$16,359.00	2613 SUMMIT CROSSING PKWY		R-1	1	SUMMIT LAKES SEC. 11	NIVO SOLAR

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

Residential, Paving	**7**		**$23,850.00**						
	PREN202400415	02/06/24	$2,350.00	5003 VESPER DR	2000	A-2	5	BYRD ACRES NRCOS	BYRD, R J DOROTHY L-TRTEES
	PRPV202305738	02/06/24	$2,350.00	2705 WYANDOTTE WAY	308	R-1	6	WILDWOOD GREEN 2	HERITAGE FINE HOMES INVESTMENTS, LLC
	PRPV202305737	02/06/24	$2,050.00	707 DENISON DR	200	R-1	4	WOODSLAWN 1	HERITAGE FINE HOMES INVESTMENT LLC
	PRPV202400494	02/12/24	$2,500.00	1004 MILLER AVE	1700	R-3	4	CLASSEN MILLER	MICHAEL PRESTON O'BRIEN II
	PRPV202400480	02/15/24	$5,000.00	956/958 HALRAY DR	1776	RM-6	4	HALRAY ADD	JOSE AVALOS SANDHU, MUHAMMAD AKRAM
	PRPV202400578	02/21/24	$7,500.00	3708 BELLWOOD DR	600	R-1	3	BROOKHAVEN 1	FRYMIRE CONCRETE
	PRPV202400418	02/28/24	$2,100.00	8601 E FRANKLIN RD	250	A-2	5	NOT SUBDIVIDED	SILVIA ESPINO
Multi-Family, New Construction	0		$0.00						
Multi-Family, Addition/Alteration	0		$0.00						
Multi-Family, Foundation	0		$0.00						
Multi-Family, Fire Repair	**1**		**$685,792.00**						
	PRDB202400355	02/27/24	$685,792.00	1100 OAK TREE AVE C-1	4500	RM-2	7	OAK TREE SOUTH ADD #2	LAKESIDE ROOFING
Residential, Other, Roll off	0		$0.00						
Seasonal	0		$0.00						
Storage	0		$0.00						

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

RESIDENTIAL

Report Category	Count	Valuation
TOTAL	**100**	**$17,889,422.82**
Residential, New Construction	30	$14,039,804.00
Residential Duplex, New Construction	0	$0.00
Residential, New ManufacturedHome	1	$5,000.00
Residential, Storm Shelter	22	$85,915.00
Residential, Addition Alteration	1	$217,000.00
Residential, Carport	5	$63,495.00
Residential, Storage Building	14	$931,000.00
Residential, Fire Repair	2	$133,333.00
Residential, Swimming Pool	5	$825,503.00
Residential, ManufacturedHome Replacement	0	$0.00
Residential, Solar	12	$878,730.82
Residential, Paving	7	$23,850.00
Multi-Family, New Construction 3+ Family	0	$0.00
Multi-Family, Addition/Alteration	0	$0.00
Multi-Family, Foundation	0	$0.00
Multi-Family, Fire Repair	1	$685,792.00
Residential, Roll off	0	$0.00
Other, Roll off	0	$0.00
Seasonal Sotage Container	0	$0.00
Storage Container	0	$0.00

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

Category	Count		Valuation	Address	Area	Zoning		Subdivision	Contractor/Tenant
	30		**$15,859,551.00**						
Commercial, New Construction	**5**		**$2,983,000.00**						
	PRNONR202304004	02/14/24	$928,000.00	2111 ALAMEDA ST	20600	C-2	6	SSS STORAGE ADD	AMERICAN SELF STORAGE
	PRAB202400551	02/20/24	$20,000.00	2413 E TECUMSEH RD	1500	PUD	6	NOT SUBDIVIDED	KLUMPP, LARRY LEE
	PRFNSH202301348	02/23/24	$135,000.00	590 ED NOBLE PKWY	10694	C-2	3	PARKWAY PLAZA 2	SKECHERS
	PRNONR202304287	02/27/24	$1,000,000.00	122 W COMANCHE ST	8095	CCPUD	4	ORIGINAL TOWN	DOYLES ELECTRIC
	PRNR202400184	02/28/24	$900,000.00	2931 ADAMS RD	7780	C-2	8	FRANKLIN BUSINESS PARK 3	LANDMARK FINE HOMES
Commercial, New Shell Building	**2**		**$4,900,000.00**						
	PRNR202400186	02/13/24	$4,000,000.00	1300 W LINDSEY ST	7770	SPUD	2	HISTORIC BERRY FARMS	ZAYDEN'S PLACE SHELL BLD
	PRNR202400184	02/28/24	$900,000.00	2931 ADAMS RD	7780	C-2	8	FRANKLIN BUSINESS PARK 3	LANDMARK FINE HOMES
Commercial, Addition / Alteration	**12**		**$2,616,000.00**						
	PRAD202400305	02/08/24	$300,000.00	2620 CLASSEN BLVD 100	1586	PUD	7	CLASSEN CROSSING APTS & RTL	WING STOP
	PRAD202400287	02/08/24	$6,000.00	728 RESEARCH PARK BLVD	320	I-1	8	NORMAN RESEARCH PARK	PURE PRESSURE EXTRACTION
	PRAD202400380	02/09/24	$30,000.00	720 RESEARCH PARK BLVD	1500	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX RMDL

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

	PRAD202400382	02/09/24	$60,000.00	720 RESEARCH PARK BLVD, STE:110	4500	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX RMDL
	PRAD202400381	02/09/24	$30,000.00	720 RESEARCH PARK BLVD, STE:106	1500	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX RMDL
	PRAD202400383	02/09/24	$30,000.00	720 RESEARCH PARK BLVD, STE:126	3000	I-1	8	NORMAN RESEARCH PARK	EQUITY REALTY WHITE BOX RMDL
	PRAD202400371	02/13/24	$45,000.00	3219 W ROCK CREEK RD, STE:121	985	C-2	8	LEGACY BUSINESS PARK 1	EDWARD JONES
	PRAD202400334	02/13/24	$47,000.00	3219 W ROCK CREEK RD, STE	2354	C-2	8	LEGACY BUSINESS PARK 1	REP. TOM COLE
	PRAD202305813	02/14/24	$468,000.00	1301 DA VINCI ST	6965	I-1	8	CITY PROPERTY	CITY OF NORMAN FLEET MAINTENANCE BLD
	PRAD202400476	02/14/24	$50,000.00	3439 CHARLESTON RD	5369	I-1	8	CHARLESTON HGTS INDUSTRIAL	UNDERHILL FARMS, LLC
	PRAD202400463	02/15/24	$50,000.00	2821 36TH AVE NW, Unit:100	1919	PUD	8	36TH NORTH BUSINESS PARK	INFRARED TANNING BED SALON
	PRNALT202301454	02/15/24	$1,500,000.00	3101 36TH AVE NW	10007	I-1	8	PRINCE #1	OG&E
Commercial, Fire Repair	**11**		**$5,360,551.00**						
	PRDB202400092	02/09/24	$728,574.00	2100 24TH AVE SE	7500	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202305755	02/09/24	$182,143.00	2100 24TH AVE SE	8775	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202305757	02/09/24	$182,143.00	2100 24TH AVE SE	8775	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202305753	02/09/24	$728,574.00	2100 24TH AVE SE	7525	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024

	PRDB202305742	02/09/24	$1,092,861.00	2100 24TH AVE SE	11291	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400089	02/09/24	$364,287.00	2100 24TH AVE SE	7311	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400090	02/09/24	$273,215.00	2100 24TH AVE SE	6487	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400176	02/09/24	$273,215.00	2100 24TH AVE SE	7575	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400177	02/09/24	$273,215.00	2100 24TH AVE SE	7405	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400179	02/09/24	$533,750.00	2100 24TH AVE SE	7625	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
	PRDB202400178	02/14/24	$728,574.00	2100 24TH AVE SE	7500	C-2	1	WILLOW GROVE 2	EXTRA SPACE STORAGE
Commercial, New Foundation		0	$0.00						
Commercial, Temporary Bldg./Const Trailer		0	$0.00						

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
FEBRUARY 2024 REPORT

	Report Category	Count	Valuation
		30	**$15,859,551.00**
NON-RESIDENTIAL	Commercial, New Construction	5	$2,983,000.00
	Commercial, New Shell Building	2	$4,900,000.00
	Commercial, Addition / Alteration	12	$2,616,000.00
	Commercial, Fire Repair	11	$5,360,551.00
	Commercial, New Foundation	0	$0.00
	Commercial, Temporary Bldg./Const Trailer	0	$0.00

POLICE 11

NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

@normanokpd

FEBRUARY | 2024

MONTHLY ACTIVITY OVERVIEW

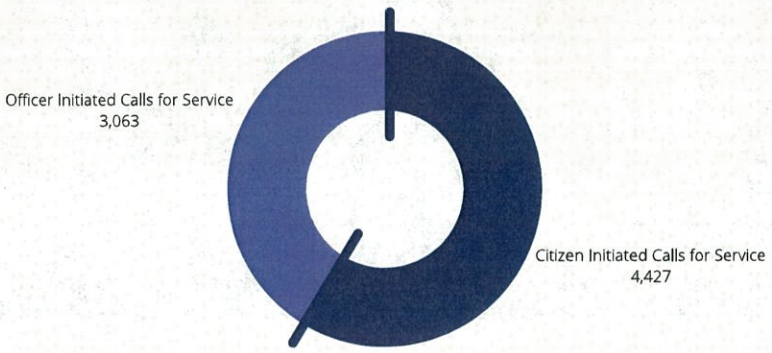
SUMMARY OF REPORTED OFFENSES	2024	5-YEAR AVERAGE	2023
MURDER	0	0	0
SEXUAL ASSAULTS	9	20	16
ROBBERY	2	4	3
AGGRAVATED ASSAULTS	23	26	20
BURGLARY OF BUILDING	34	39	31
LARCENY/THEFT	162	227	198
MOTOR VEHICLE THEFT	33	39	33
ARSON	0	0	0
KIDNAPPING	1	2	2
FRAUD/FORGERY	72	79	65
DUI/APC	24	41	51
PUBLIC INTOXICATION	44	42	33
RUNAWAYS	33	24	24
DRUG VIOLATIONS	56	63	41
THREATS/HARASSMENT	29	38	32
VANDALISM	64	75	53
OTHER	616	648	566
TOTAL REPORTED OFFENSES	**1,202**	**1,367**	**1,168**
TOTAL ARRESTS:	**639**	**707**	**584**
PROTECTIVE CUSTODY:	81	114	92
TOTAL CASE REPORTS*	**992**	**1,113**	**946**
COLLISIONS	**168**	**186**	**175**
FATALITY	0	1	1
INJURY	42	54	61
NON-INJURY	126	132	113
NUMBER OF PEOPLE INJURED	58	77	81
CITATIONS & WARNINGS	**3,838**	**3,596**	**2,727**
TRAFFIC CITATIONS	1,052	1,008	701
TRAFFIC WARNINGS	1,815	1,794	1,288
PARKING CITATIONS & WARNINGS	971	793	738

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 5,737

NON-EMERGENCY CALLS TAKEN: 14,552

TOTAL INCOMING CALLS: 23,352
TOTAL CALLS FOR SERVICE GENERATED: 11,143



POLICE CALLS FOR SERVICE: 7,490
- OFFICER INITIATED: 3,063
- CITIZEN INITIATED: 4,427

OTHER CAD ACTIVITY:
- NORMAN FIRE: 1,517
- EMSSTAT: 2,136

INVESTIGATIONS ACTIVITY

CASES OPEN DURING REPORTING PERIOD: 232

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 102

CASES CLOSED DURING REPORTING PERIOD: 495
- CLEARED BY ARREST / WARRANT: 13
- CLEARED BY EXCEPTION: 10
- COP FOLLOW-UP: 10
- DEACTIVATED: 378
- DEACTIVATED DUE TO STAFFING: 23
- REFERRED TO PATROL: 36
- REFERRED TO VICTIM ADVOCATE: 25
- UNFOUNDED: 0

ANIMAL WELFARE

INTAKES: 236
LIVE RELEASES: 233
LIVE OUTCOME RATE: 91%
ANIMALS FOSTERED: 53
ANIMALS LICENSED: 75
VOLUNTEER HOURS: 214

RECORDS

CUSTOMER SERVICE CONTACTS: 1,576
- IN-PERSON CONTACTS: 660
- PHONE CONTACTS: 550
- EMAIL CONTACTS: 366

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED: 184
ACTUAL EMPLOYED: 172
AVAILABLE FOR ASSIGNMENT: 142**

AUTHORIZED NON-COMMISSIONED: 76
ACTUAL NON-COMMISSIONED: 68
AVAILABLE FOR ASSIGNMENT: 65**

*This number is less than reported crime due to multiple offenses occurring or being reported as part of one case report.
**This number reflects personnel available for assignment. This does not include individuals on non-discretionary leave, in the police academy, or in field training.

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report
February 2024

IN SHELTER ANIMAL COUNTS

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	102	28	130	73	43	116	(14)	-11%
Ending	72	27	99	93	27	120	21	21%

ANIMAL INTAKES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	82	34	116	111	58	169	53	46%
Owner Relinquish	10	19	29	22	29	51	22	76%
Owner Intended Euth	1	0	1	0	1	1	0	0%
Transfer In	0	0	0	0	0	0	0	#DIV/0!
Other Intakes*	7	0	7	0	5	5	(2)	-29%
Returned Animal	9	1	10	6	4	10	0	0%
TOTAL LIVE INTAKES	109	54	163	139	97	236	73	45%

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

OTHER STATISTICS

	2023	Total	2024	Total	Comparisons Difference	Comparisons Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	1	1	1	1	0	0%
Cat Collected (DOA)	1	1	0	0	(1)	-100%
Wildlife Transferred	0	0	0	0	0	#DIV/0!
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	3	3	0	0	(3)	-100%
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	2	2	2	2	0	0%
Intake Pigs	0	0	1	1	1	#DIV/0!
Intake Other	1	1	1	1	0	0%
TOTAL OTHER ITEMS	8	8	5	5	(3)	-38%

LENGTH OF STAY (DAYS)

	2023	2024
Dog	23.1	21.2
Puppy	11	11.3
Cat	9.1	7.7
Kitten	4.5	4.7

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	103	0	0	103

Norman Animal Welfare Monthly Statistical Report
February 2024

LIVE ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	60	44	104	68	66	134	30	29%
Return To Owner	32	2	34	32	5	37	3	9%
Transferred Out	28	3	31	4	0	4	(27)	-87%
Returned to Field	0	5	5	0	34	34	29	580%
Returned to Owner in Field	N/A	N/A	N/A	24	0	24		
TOTAL LIVE OUTCOMES	120	54	174	128	105	233	59	34%

OTHER ANIMAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	0	1	1	0	1	0	0%
Lost in Care	0	0	0	0	0	0	0	#DIV/0!
Shelter Euth	15	1	16	14	7	21	5	31%
Owner Intended Euth	1	0	1	0	1	1	0	0%
TOTAL OTHER OUTCOMES	17	1	18	15	8	23	5	28%

TOTAL OUTCOMES

	2023			2024			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	120	54	174	128	105	233	59	34%
Total Other Outcomes	17	1	18	15	8	23	5	28%
TOTAL OUTCOMES	137	55	192	143	113	256	64	33%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	2	5	0	7	32%
Medical - Injured	1	3	0	4	18%
Behavior - Aggressive	4	0	0	4	18%
Behavior - Other	7	0	0	7	32%
TOTAL EUTHANASIA	14	8	0	22	

MONTHLY LIVE RELEASE RATE

2023	2024
91.1%	91.4%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
February 2024

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Short Form Plat and five (5) Preliminary Plats for Planning Commission; one (1) Final Plat for the Development Committee; and one (1) Preliminary plat to City Council. The Development Engineer reviewed 43 sets of construction plans and completed 5 punch lists. There were 127 permits reviewed and/or issued. Fees were collected in the amount of $4398.16.

CAPITAL PROJECTS:

James Garner Phase 2 – Acres Street to Flood Avenue:

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the James Garner Avenue Norman Forward Project. The low bidder was Redlands Contracting, LLC of Warr Acres, Oklahoma, with a construction cost of $7,820,000. Approximately $4.8 million of this will be paid from federal grant funds. The remainder is paid for with Norman Forward funding.

ODOT awarded the project on November 7, 2022. This project has a 460-calendar day construction schedule, which will likely result in summer 2024 completion. The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Smith Roberts Baldischwiler.

The project involves the following items:

- Construction of a new roadway extension of James Garner Avenue beginning from just north of Acres Street adjacent to the Norman Municipal Library and extending north of Robinson Street to connect to Flood Avenue.
- New multilane roundabout intersection between the Flood Avenue and the new James Garner extension
- A new vehicular and pedestrian bridge over Robinson Street with aesthetics honoring James Garner as the roadway's namesake.
- Reconstruction and extension of the Legacy Trail with improved pedestrian lighting.
- Low Impact Development such as plantings and landscaping in the roadway medians and at bridge abutments to filter runoff and help prevent erosion.
- Reconfigured connections between local streets from Johnson Street to Himes Street.
- Decorative roadway lighting and landscaping.

As of the last pay application on *2/15/2024, 64%* of the total contract amount has been expended. Through *2/15/24, 59%* of the contract time had expired.

The contractor's activities this month were as follows:

- *Completed bridge deck*
- *Completed installation of bridge approaches*
- *Began paving on the east side of roundabout at Flood Avenue*
- *Began installing light poles along James Garner Avenue*
- *Began landscaping along James Garner Avenue south of Robinson Street*
- *Began bridge parapet wall construction*

Porter Avenue Streetscape – Alameda Street to Robinson Street:

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 2019 Bond Project. The Porter Avenue Streetscape 2019 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. The total construction cost for the project is approximately $5.1 million. Of that, approximately $2.8 million will be paid by federal grant. The remaining $2.3 million will be paid for through the City of Noman 2019 Bond Program.

Monthly Progress Report
Public Works (February 2024)

The Oklahoma Department of Transportation conducted a bid opening on October 20, 2022, for the Porter Avenue Streetscape 2019 Bond Project. The low bidder was SAC Services, Inc. of Oklahoma City, Oklahoma. ODOT awarded the project on November 7, 2022. *The project is expected to be complete in April 2024.* The Oklahoma Department of Transportation is administering the construction of this project, with the assistance of Atkins.

Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- New Decorative Traffic Signals
- Pedestrian safety improvements

As of the last pay application on 2/15/2024, 51% of the total contract amount has been expended. Through 2/15/24, 116% of the contract time has been expended.

The city has imposed a number of restrictions on the contractor in an effort to reduce the impact of the construction on local businesses and traffic along Porter Avenue. Although these restrictions have been successful in mitigating disruption to individual property owners and have allowed larger portions of the roadway to stay open at a given time, they have resulted in extending the overall project duration beyond what was expected at bidding. City staff and ODOT are working together with the contractor to determine a reasonable way to extend the allowable contract time to compensate for these added restrictions to the work. Once that change is implemented, the time used percentage will more closely align with the contract completion. Furthermore, many of the larger cost items in this project, such as landscaping and roadway paving, are not scheduled to be completed until the very end of the project. This too, helps to account for a portion of the lag between amount spent and time spent.

The contractor's activities this month were as follows:

- *Completed all sidewalk, driveway and street approach paving*
- *Continued installation of light pole bases, irrigation and electrical conduit*
- *Completed all storm sewer construction*
- *Signal installation completed at Eufaula Street*
- *Installed decorative wall footings at Alameda Street*
- *Began light pole installation*
- *Mainline paving mill, overlay and striping to begin March 6.*

Sidewalk Programs:

FYE 2024 Sidewalk Concrete Projects. This project was awarded to Arroyo's Concrete LLC and is under construction. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract will be on going thru June of 2024.This project has been updated to include 54 bus stop installations and/or modifications. As of 2/28/2024, 86% of the total contract amount has been expended and 60% of the contract time has been expended.

Rock Creek and Ward 7 Sidewalks. This project was awarded to Arroyo's Concrete LLC and is scheduled to be under construction in early March of 2024. This contract includes sidewalk repairs and installation along W Rock Creek, College Avenue, George Street and US 77/Classen Boulevard. Construction is expected to be on going thru June of 2024.

Lindsey Street Sidewalk Repair Project. This project is 80% funded thru an ACOG grant and is currently in design with EST, 30% plans are expected in March of 2024 which will be turned over to ODOT for review and to move the project along to the next phase. This project will include removal and replacement of sidewalks, ramps, driveways and pedestrian push button actuators along Lindsey Street from 12th Avenue SE to 24th Avenue SE on the north and south sides of Lindsey Street. Construction is anticipated to start in the fall of 2024.

12th Ave NE and W Brooks Street Sidewalk Project. This project is 80% funded thru an ACOG grant and is currently in design with Garver, 30% plans are expected in April of 2024 which will be turned over to ODOT for

review and to move the project along to the next phase. This project will include placement of sidewalks, ramps, and driveways along 12th Avenue NE from E Robinson Street to E Rock Creek Road and W Brooks Street from S Pickard Avenue to Wylie Road. Construction is anticipated to start in the fall of 2024.

FYE 2024 Horizontal Saw Cutting. This project was awarded to ASTI and is scheduled to be under construction in early March of 2024. This contract includes sidewalk trip hazard removal by horizontal saw cutting along Berry Road starting at W Imhoff Road and going north on the east and west sides of Berry Road until funds for this year have been depleted.

Street Maintenance Bond Programs:

FYE 2024 Street Maintenance Bond – Urban Concrete 1

Urban Concrete Bid 1 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Nash Construction Company in the amount of $1,340,825.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.
The contractor mobilized on October 12, 2023. During February, the contractor continued work on 24th Ave NE between Robinson and Rock Creek, and added a second crew that worked on Drake Drive.

FYE 2024 Street Maintenance Bond – Urban Concrete 2

Urban Concrete Bid 2 bids were opened on June 22, 2023. Seven bids were received and the contract was awarded on July 25, 2023 to Arroyo's Concrete LLC in the amount of $1,337,100.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by June 2024.
The contractor Mobilized on October 13th. During February, the contractor completed Glenwood Street and began work on Camden Way.

TRANSIT AND PARKING DIVISION

Public Transit

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

The Go Norman Transit Plan was approved by resolution by Council on June 22, 2021. On December 13, 2022 Council approved a resolution to alter transit bus service as recommended in the Plan. The route changes were effective October 16, 2023 after many months of implementation work, including the remodel of 320 E. Comanche into the Norman Transit Center. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

Go Norman Transit Plan: Vehicle Procurement

- The City is currently in the process of purchasing 5 paratransit vans and due to supply chain and warranty delays, the first two of these vehicles were delivered on December 15, 2023. These vehicles will undergo final inspections and processing before being put into service to replace vehicles that have already been decommissioned. The remaining three vehicles were delivered in February 2024, however two of these were handed back to the vendor for additional warranty repairs. Below is background on this purchase:
  - On December 14, 2021 the City Council passed and adopted resolution R-2122-72 transferring $346,703 from the Capital Fund Balance to be matched with $122,812 available in the Public Transit and Parking Fund to be used to replace 5 paratransit vehicles in the Transit Fleet for a total of $469,515. Due to ongoing supply chain issues the price of the vehicles had increased, however staff were able to identify additional FTA grant funding allocated to Norman to supplement the cost increase and decrease the amount of local match that was provided from the Public Transit and Parking Fund. Resolution R-2122-98 was approved by Council on March 8, 2022 transferring an additional $149,454 (for a total cost of $584,655) to cover the cost increase. FTA grant OK-2020-026 will be amended to $496,157 leaving a local match of $88,508 (a reduction in the local matching funds of $34,304.)

Microtransit Pilot Program with Via Transportation – Norman On-Demand

Following a study to determine the best plan for establishing a microtransit pilot program in the City of Norman, staff conducted a competitive bid process for a turnkey pilot program. The proposal from Via Transportation was determined to be the best suited to the needs of Norman. Contract K-2223-164 with Via Transportation was approved unanimously by council on June 27, 2023.
After discovering the University of Oklahoma was interested in collaborating on microtransit services with the renewal of their SafeRide program, staff worked to amend the agreement with Via to include that collaboration.

On August 8, 2023 Council approved both Amendment 1 to contract K-2223-164, and Contract K-2324-50 with the University of Oklahoma for microtransit services. Website updates and the end user app both went live on August 16, 2023 and the microtransit service, named Norman On-Demand, launched as planned on August 21, 2023.

Staff presented an overview of the program with options for expansion and continuation to Councilmembers at the City Council Conference held on February 27, 2024. Following guidance from Council, staff are now working to prepare agenda items for expansion of the existing program for the remainder of the current contract, through August 21, 2024. Staff are also beginning the preliminary work to continue and possibly expand the program for the 2025 fiscal year. More details can be found in the monthly performance report for this service, which is attached.

Transit Monthly Performance Reports

Attached are both the EMBARK Norman Performance Report and the Norman On-Demand Performance Report for January 2024.

STREETS DIVISION

CAPITAL PROJECTS:

48TH AVENUE NE: ROBINSON STREET TO ROCK CREEK ROAD

Streets crews worked a deep patch at 48th Avenue NE: Robinson Street to Rock Creek Road and required 836.17 tons of asphalt for the repair.

CASTLE ROCK ADDITION – BROWNWOOD LANE

Streets crews replaced damaged concrete panels at in Castle Rock Addition – Brownwood Lane. This repair required 118.50 cubic yards of concrete and resulted in over 421 square yards repaired.

CASTLE ROCK ADDITION – BRIDGE PORT LANE

Streets crews replaced damaged concrete panels at in Castle Rock Addition – Bridge Port Lane. This repair required 9 cubic yards of concrete and resulted in over 32 square yards repaired.

ASPHALT PROJECTS:

BETHANY OAKS DRIVE – DEEP PATCH

Streets crews worked a deep patch at Bethany Oaks Drive and required 72.15 tons of asphalt for the repair.

DUSTIN DRIVE – DEEP PATCH

Streets crews worked a deep patch at Dustin Drive and required 99.95 tons of asphalt for the repair.

3202 LINFIELD COURT – DEEP PATCH

Streets crews worked a deep patch at 3202 Linfield Court and required 32.62 tons of asphalt for the repair.

CONCRETE PROJECTS:

DUSTIN DRIVE

Streets crews replaced curb & gutter at Dustin Drive. This repair required 12.50 cubic yards of concrete and resulted in over 62.88 square yards repaired.

ROADSIDE OPERATIONS:

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 12.82 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER DIVISION

CAPITAL PROJECTS:

THE VINEYARDS DRAINAGE IMPROVEMENT PROJECT

For several years, residents of The Vineyard Addition have experienced property damage due to flooding. The Vineyard Addition is a residential subdivision located east of Porter Avenue and South of Tecumseh Road. 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.

Meshek and Associates provided plans for this project to reduce the flood risk by expanding and re-grading the existing detention pond to increase the stormwater storage. The existing sidewalk will be shifted several feet to the north to allow 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 stormwater storage. Any water from the spillway will be conveyed across a new 7.5-foot wide flume into a tributary of Woodcrest Creek 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 the residents in the area. The existing discharge pipe will be upsized to address the modified flow.

During the month of February, the contractor completed excavation of the detention basin, installed the new privacy fence, constructed new sidewalk, and began laying sod.

WORK ORDER RESPONSE
Stormwater Division received 18 work order requests and closed 18 work orders.

INFRASTRUCTURE MAINTENANCE
The Infrastructure Maintenance Crew rebuilt two broken manholes, likely hit by mowers, at HWY 9 and 36th SE. The Maintenance Crew repaired a hole in a pipe causing a sinkhole at 4700 Manor Hill. They also replaced a 20' section pf pipe that had collapsed at Triad Village. The crew cleaned several areas south of Robinson Street, to help stormwater flow allowing the contractor to finish work for the new EOC. The Infrastructure Maintenance Crew replaced 100' feet of pipe that had started to fail causing massive sinkholes at Creek Side Bike Park.

CHANNEL MAINTENANCE
The Channel Maintenance Crew removed 750 tons of sediment from the bridge structure in the Vineyard Addition. The crew removed debris from Imhoff Creek, Hollywood, and Armory channels totaling 6 tons of debris. The Maintenance Crew removed a fallen tree from Bishop Creek totaling 50 tons of debris removed. They also removed 7 tons of debris from Midway Drive and Osborne Drive flumes.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS
A total of 444 lane miles were swept in February resulting in the removal of approximately 212 tons of debris from various curb-lined streets throughout the city. The Camera Crew completed 8,824 linear feet of pipe inspection.

INLET CLEARING OPERATIONS
Stormwater crews checked 833 inlets and cleaned 167 inlets totaling 1.75 tons of debris removed in Wards 2, 3, 4 and 7.

STORMWATER OKIE LOCATES
During the month of February 2,724 Call 811 Okie Spots were received. Of those requests, 114 were marked stormwater pipe locates.

FLEET DIVISION

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

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

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

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

MAINTENANCE REPORT

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

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

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

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

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

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

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

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

PRODUCTIVITY REPORT

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

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

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

February 2024
DEVELOPMENT COORDINATION, ENGINEERING AND PERMIT REVIEW

Subdivision Development:

FYE 2024 Associated Fees

Planning Commission/Dev Comm Review:		This Month	Last Month	FY Total
*Norman Rural Cert of Survey…	0			
*Final Plats……	0			
*Preliminary Plats……	5			
*Short Form Plat……	1			
*Center City Form Based Code..	0			
*Concurrent Constr. Request….	0			
City Council Review:				
Certificate of Survey……	0			
Preliminary Plat……	1			
Final Plats …….	0			
Certificate of Plat Correction….	0			
Encroachment……	0			
Easements……	0			
Closure……	1			
Release of Deferral……	0			
		$ 475.00		
Development Committee:				
Final Plats……	1			
Fee-In-Lieu of Detention……	0	$0.00		
Subtotal:		$475.00	$2,165.00	$36,105.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family……	30				
***Commercial……	17				
Multi-Family……	0				
Addition/Alteration……	13				
House Moving……	2				
Paving Only……	7				
Storage Building……	14				
Swimming Pool……	5				
Storm Shelters……	22				
Public Improvements……	2				
Temporary Encroachments……	0				
Fire Line Pits/Misc……	0				
Franchise Utilities ……	5				
Other revenue ……	……	$0.00		$0.00	
Flood Plain (@$100.00 each)……	2	$200.00		$200.00	$1,800.00
Total Permits……		$3,723.16		$4,086.15	$60,938.58
Grand Total……		$4,398.16		$6,451.15	$98,263.58
****Construction Plan Review Occurrences**		43		22	208
*****Punch Lists Prepared**……		5		7	40

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

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

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

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

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

February 2024

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
PI #8 PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	5	100%
PI #10 SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	30	100%
PI #11 COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	17	100%
PI #12 CONSTRUCTION PLAN REVIEW W/I 10 DAYS	43	100%
PI #13 FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	5	100%

EMBARK NORMAN

PERFORMANCE REPORT

City of Norman
Public Works Department

Summary of Services Table: January 2024

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

EMBARK Norman Service Summary	ADP Jan FY24	FY24 YTD	FY23 YTD		Service Profile	Jan FY24	Jan FY23
Fixed Routes (M-F)	1,107	199,507	150,478		Weekdays	22	21
Fixed Routes (Sat)	625	20,709	11,020		Saturdays	4	4
PLUS (M-F)	76	12.946	12,777		Gamedays	0	2
-Zone 1*	58	9,629	10,744		Holidays	1	1
-Zone 2**	22	3,317	2,033		Weather	5	2
PLUS (Sat)***	20	631	693		Fiscal YTD Days	179	179
					Cal. YTD Days	26	25

*Requires ¾ mile
**Operates only on Weekdays until 7:00 pm
***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 24 YTD	FY 24 Targets	
# of Norman fixed-route passenger trips provided	220,216	251,881	■
# of Norman paratransit trips provided	13,577	21,000	■
% of on-time Norman paratransit pick-ups	97.19%	98.58%	●
# of Norman bus passengers per service hour, cumulative	18.70	13.04	■
# of Norman bus passengers per day, average	1,193	800*	●
% of Norman required paratransit pick-ups denied due to capacity	0.00%**	0.00%*	●
% of on-time fixed-route arrivals	65.51%	80.94%	◆

*These targets are not being tracked in LFR but can be found in the KPI spreadsheet.
**One denial due to capacity was recorded for FY23

Norman On-Demand

Performance Report

City of Norman
Public Works Department

Microtransit Pilot Program Performance Report

January 2023

Purpose

The Microtransit Pilot Program Performance Report provides a summary of service performance measures used to evaluate the performance of the Norman On-Demand microtransit transportation system for the City of Norman. The performance measures used by staff may change over the course of the pilot program. Initially we will be comparing the key performance indicator goals that were outlined in the request for proposals (RFP) to the data provided from Via for the Norman On-Demand program. These indicators and performance measures include average walking distance, maximum walking distance, average rider wait time, maximum rider wait time, and the percentage of ride requests completed within 20 minute wait time.

Service Profile, Hours, and Pricing

Norman On-Demand is a pilot microtransit service which launched for late night and Sunday service in core Norman on August 21, 2023. Norman On-Demand is a turnkey service provided by TransitTech provider Via. The Norman On-Demand app is available on the Apple App Store and the Google Play Store. This service compliments existing public transit service by extending service into the late night hours and during the day on Sundays for a small fee. Because this is a pilot program, there may be changes to service area, hours of operations, or other aspects of the service while the City focuses the program to efficiently serve the needs and desires of our community.

Service Hours		Pricing	
Monday-Wednesday	7pm – 1am	First Passenger	$2.00
Thursday-Saturday	7pm – 3am	Each Additional Passenger	$1.00
OU SafeRide: Thursday-Saturday	10pm – 3am	OU SafeRide (OU Students using OU email address during SafeRide hours)	Free
Sunday	10am – 6pm		
ADA/Wheelchair Accessible Vehicles available upon request.			

Key Performance Indicator Measures

Measure	Target	January	Service to Date (8/21/23 – 1/31/24)
Average Walking Distance	<0.10 miles	0.07 miles	0.07 miles
Maximum Walking Distance	0.25 miles	0.32 miles	0.32 miles
Average Rider Wait Time*	<15 min	25.2 min	20.8 min
Maximum Rider Wait Time*	20 min	54.8*	63.0*
Percentage of Ride Requests Completed Within 20min. Wait Time	>80%	47.98%**	59.25%**

*OU has requested longer available wait times for OU students during SafeRide hours (up to a 2 hour max). This affects the original goal of 20 minutes that was identified in the original Request for Proposals.

**Number of ride requests with 'Completed' status that have a wait time of 20 minutes or less as a percentage of the total number of ride requests with 'Completed' status. This data is skewed by longer available wait times for OU students during SafeRide hours.

Additional Performance Measures

Ridership

Norman On-Demand completed 2,481 rides in January 2024, which is a 4.8% decrease from the December 2023 total of 2,605. There were a total of 13 completed trips that requested a wheelchair accessible vehicle (WAV) in the month of December.

Ridership	January	Service to Date (8/21/23 – 1/31/24)
Total number of passengers	2,481	13251
Total number of Trips Completed	1,592	8,123
# of Completed Trips Requesting WAV	13	98

Rider Experience

The system includes an automated feedback process where all ride ratings with four stars or fewer that have actual written feedback attached are reviewed by customer support agents. Poor ride ratings alone are not categorized as complaints. Four rider complaints were reported in the month of January all regarding driver behavior.

Rider Experience	January	Service to Date (8/21/23 – 1/31/24)
Average Ride Duration	8.2 min	9 min
Average Ride Distance	2.8 miles	2.9 miles
Average Ride Rating	4.8 (out of 5 stars)	4.9 (out of 5 stars)

Program Engagement and Rider Growth

Since the Norman On-Demand App launched on August 21, 2023, 3,835 individual accounts have been created, which is a 13% increase over the December 2023 service to date total of 3,365. Of these accounts about two in five, or 43.7%, have utilized the service at least once. Approximately 19.4% or 745 active accounts have completed more than five rides. Riders are also able to call 405-643-8638 to schedule rides without using the App.

Engagement – Service to Date (8/21/23 – 1/31/24)		
App Accounts Created Since Launch	3835	
OU Accounts	N/A	N/A
Active Accounts*	2,374	61.9%
Rider Accounts**	1,674	43.7%
Repeat Rider Accounts***	1,273	33.2%
*accounts where user has engaged with ride requests at least once **accounts with at least 1 completed ride ***accounts with at least 2 completed rides		

Accidents and Vehicles

There were no accidents that occurred in January 2024. All incidents are reported to City of Norman Transit staff in a timely manner by our provider Via.

All five vehicles are in active service. There are no issues to report regarding vehicles.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

STREET DIVISION	FYE 2024 February 2024	FYE 2024 February 2024	Year to Date	Year to Date	FYE 2024
PERFORMANCE INDICATORS	**ACTUAL**	**PERCENT**	**ACTUAL**	**PERCENT**	**PROJECTED**
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	12.82		46.44		
Overlay/pave 10 miles per year.	-	0%	2.00	20%	100%
Replace 2,000 square yards of concrete pavement panels	485.88	24%	2,232.88	112%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	6.00	1%	18.00	4%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	1,431,027.00	11%	15,658,043.00	124%	100%
Mow 148 miles of Rural Right-of-way three times per year	-	0%	1,361.00	307%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	100%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	100%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Contract all selected projects for the bond year within the same fiscal year		0%	-	100%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	-	95%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2024

STORMWATER DIVISION	FYE 2024 Febuary, 2024	FYE 2024 Febuary, 2024	Year to Date	Year to Date	FYE24
PERFORMANCE INDICATORS	**ACTUAL**	**PER CENT**	**ACTUAL**	**PER CENT**	**PROJECTED**
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	444.56	89%	2,802.87	47%	85%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	833.00	8%	10,962.00	110%	65%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	-	0%	4,865,526.00	36%	70%
Collect 60 tons of litter annually from drainage channels and R-O-W in Urban and Rural areas	-	0%	-	0%	100%
*Program was transferred to Utilities 7/23					
Permit all floodplain activities as appropriate.	2.00	2%	12.00		100%

PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT

February 2024

IN GALLONS **FYE 2024** **FUEL REPORT**

	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED
Internal pumps	17,791.00	15,670.00	51,278.19
Outside - sublet	792.00	492.00	3,261.14
TOTAL	**18,583.00**	**16,162.00**	**54,539.33**

TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	**18,820.00**	**17,605.40**	**51,278.19**	**3,261.14**

FYE 2024 TO DATE CONSUMPTION

TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	**156,058.22**	**156,540.84**	**254,105.08**	**29,256.11**

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	$2.53	Low	$2.17	UNLEADED	High	$2.52	Low	$2.31
DIESEL	High	$2.77	Low	$2.48	DIESEL	High	$2.77	Low	$2.39
CNG	High	$1.28	Low	$1.28	CNG	High	$2.10	Low	$2.10

CONSUMABLE PARTS PURCHASED	
REPAIR PARTS	$92,625.37
OILS/FLUIDS	$7,778.27
TIRES	$21,131.28
SUBLET REPAIRS	**$15,206.89**
TOTAL SPENT ALL parts/sublet	**$136,741.81**

PUBLIC CNG SALES	
Month Total Public CNG Sales	$6,851
FYE 2024 To Date Public Sales	$61,578
LIFE TO DATE CNG GAS GALLON EQUIVALENT	
Total Sold Gallons Life To Date	1,112,739
Total Gross Sales Life To Date	$1,660,207
Life To Date CNG Gas Gallon Equivalent	
Total Public/City **Through-Put CNG Gallons** @ Station:	3,464,293

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	7	5	0	76
EMERGENCY ROAD CALLS	10	11	5	132
PM SERVICES	76	92	85	1,833
INCLEMENT WEATHER	0	0	0	9
WORK ORDERS	162	172	155	4,606
SCHEDULED REPAIRS	76	92	85	2,035
NON SCHEDULED REPAIRS	86	80	45	1,619

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	0	0	47
EMERGENCY ROAD CALLS	12	18	23	370
PM SERVICES	30	43	45	734
INCLEMENT WEATHER	0	0	0	4
WORK ORDERS	130	140	122	3,185
SCHEDULED REPAIRS	30	43	45	787
NON SCHEDULED REPAIRS	100	97	13	1,584

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	1	0	1	17
EMERGENCY ROAD CALLS	0	0	2	16
PM SERVICES	23	5	9	234
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	88	82	70	1,517
SCHEDULED REPAIRS	23	5	9	288
NON SCHEDULED REPAIRS	65	77	1	873

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	2	3	0	159
EMERGENCY ROAD CALLS	1	1	0	18
PM SERVICES	2	1	1	96
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	21	17	11	568
SCHEDULED REPAIRS	2	1	1	192
NON SCHEDULED REPAIRS	19	16	2	134

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	11	8	1	284
EMERGENCY ROAD CALLS	23	30	30	530
PM SERVICES	131	141	140	2779
INCLEMENT WEATHER	0	0	0	19
WORK ORDERS	401	411	358	9586
SCHEDULED REPAIRS	131	141	140	3235
NON SCHEDULED REPAIRS	270	270	61	3808

FLEET DIVISION
INVENTORY
February 2024

FUEL

WESTWOOD GOLF	336.2	gallons	DIESEL	@	3.140	$ 1,055.67
WESTWOOD GOLF	294.5	gallons	UNLEADED	@	2.430	$ 715.64
NORTH BASE	8,971.7	gallons	UNLEADED	@	2.360	$ 21,173.29
NORTH BASE	4,983.3	gallons	DIESEL	@	2.610	$ 13,006.41
FIRE STATION #5	423.6	gallons	UNLEADED	@	2.440	$ 1,033.58
FIRE STATION #5	414.2	gallons	DIESEL	@	2.770	$ 1,147.33
FIRE STATION #6	471.3	gallons	UNLEADED	@	2.450	$ 1,154.69
FIRE STATION #6	412.2	gallons	DIESEL	@	2.600	$ 1,071.72
BULK TANKS	1,200.0	gallons	DIESEL	@	2.610	$ 3,132.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	10,161.1	$ 24,077.19
DIESEL	7,345.9	$ 19,413.14

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
February FYE 2024

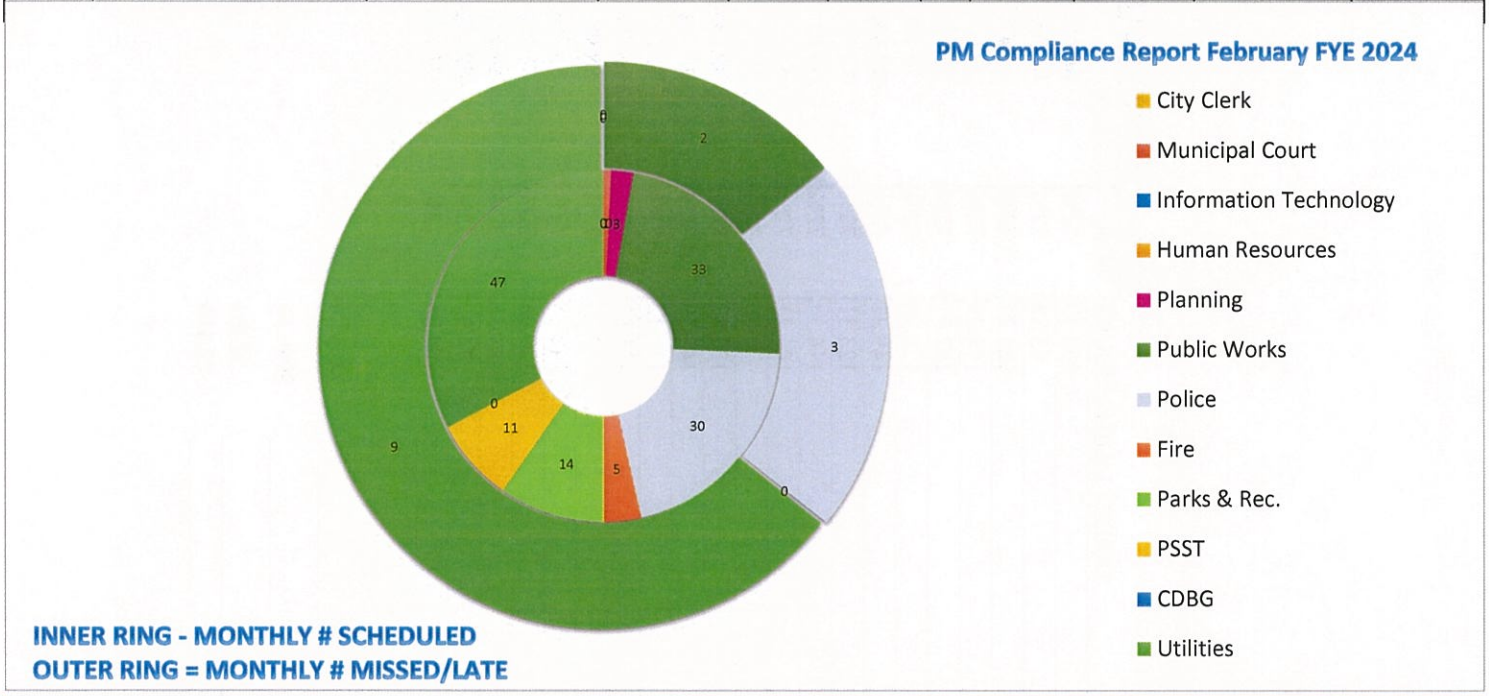
Industry Standard Compliance: Not To Exceed 5%

Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Missed	Current % PENDING	YearToDate Non-Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT	1	1			0%	25%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY					0%	2%
HUMAN RESOURCES					0%	0%
HUMAN RESOURCES					0%	0%
					0%	0%
PLANNING						
PLANNING	1	1			0%	100%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE	2	2			0%	100%
PUBLIC WORKS						
ENGINEERING	3	3			0%	67%
STREETS	5	4		1	20%	94%
STORMWATER	7	6		1	14%	74%
TRAFFIC	3	3			0%	97%
STORMWATER QUALITY	2	2			0%	60%
FLEET	13	13			0%	78%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	1	1			0%	89%
POLICE ADMINISTRATION	1	1			0%	63%
POLICE STAFF SERVICES	2	2			0%	70%
POLICE CRIMINAL INVESTIGATIONS	3	1	2		0%	104%
POLICE PATROL	22	19	1	3	14%	26%
POLICE SPECIAL INVESTIGATIONS	1	1			0%	94%
POLICE EMERGENCY COMMUNICATIONS					0%	100%
FIRE						
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING					0%	167%
FIRE PREVENTION	3	3			0%	64%
FIRE SUPPRESSION	2	2			0%	108%
FIRE DISASTER PREPAREDNESS					0%	150%
PARKS & RECREATION						
PARK MAINTENANCE	11	11			0%	85%
PARKS & RECREATION					0%	100%
CUSTODIAL					0%	100%
FACILITY MAINTENANCE	3	3			0%	44%
PARKS FORESTRY					0%	100%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	10	10			0%	75%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	75%
PSST FIRE SUPPRESION	1	1			0%	67%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	100%
WATER TREATMENT PLANT	1	1			0%	100%
WATER PLANT					0%	63%
WATER PLANT WELLS					0%	100%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	100%
WATER LINE MAINTENANCE	4	1	2	1	25%	98%
UTILITIES INSPECTOR					0%	0%
METER SERVICES					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	100%
WRF INDUSTRIAL					0%	100%
WRF BIOSOLIDS	2	2			0%	80%
WRF OPERATIONS					0%	100%
SEWER LINE MAINTENANCE	10	10			0%	88%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	12	8		4	33%	84%
SANITATION COMMERCIAL	9	9			0%	66%
SANITATION TRANSFER	3	2		1	33%	96%
SANITATION COMPOST					0%	111%
SANITATION RECYCLE	3	2	1	1	33%	92%
SANITATION YARD WASTE	3		3	2	67%	90%
					0%	0%
UTILITIES EVIROMENTAL					0%	0%
ENVIROMENTAL & SUSTAINABILITY					0%	3900%
CITYWIDE TOTAL	**144**	**125**	**9**	**14**	**10%**	**56%**

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
February FYE 2024

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
Public Works										
5106T	1994 Terry's Trailer	Stormwater Maintenance	3/1/2024	2/1/2024	-29	Days	2/9/2024	Light Repair	PM-A	
661T	1996 Trailer ETC	Streets	3/1/2024	2/1/2024	-29	Days	2/16/2024	Light Repair	PM-A	
Police										
1144	2015 Polaris Ranger	PD Patrol	1688	1500	-188	Hours	1/22/2024	Light Repair	PM-D	
1171	2017 Ford Interceptor	PD Patrol	52641	52000	-641	Miles	2/9/2024	Light Repair	PM-C	
1112	2015 Ford Interceptor	PD Patrol	44500	44000	-500	Miles	2/14/2024	Light Repair	PM-C	
Utilities										
0223	2016 Peterbilt 320 Frontloader	Sanitation Commercial	12395	12000	-395	Hours	10/3/2023	Heavy Repair	PM-D & PM-T	
0277	2016 Ranger 225 Welder	Sanitation Waste Disposal	3/1/2024	2/1/2024	-29	Days	2/9/2024	Light Repair	PM-C	
0066	2014 Ford F150	WaterLine Maintenance	62013	60000	-2013	Miles	2/12/2024	Light Repair	PM-C	
0268	2018 Peterbilt 520 Sideloader	Sanitation Residential	11539	11500	-39	Hours	2/20/2024	Heavy Repair	PM-C & PM-SL	
0252	2020 Peterbilt 520 Sideloader	Sanitation Residential	7680	7500	-180	Hours	2/28/2024	Heavy Repair	PM-C & PM-SL	



Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Municipal Court	1	0	0.0%
Information Technology	0	0	0.0%
Human Resources	0	0	0.0%
Planning	3	0	0.0%
Public Works	33	2	6.1%
Police	30	3	10.0%
Fire	5	0	0.0%
Parks & Rec.	14	0	0.0%
PSST	11	0	0.0%
CDBG	0	0	0.0%
Utilities	47	9	19.1%
Citywide Total	**143**	**14**	**9.8%**

PUBLIC WORKS
FLEET DIVISION
Technician Productivity
Report

FYE 2024

February 2024

MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY GOAL	INDIVIDUAL PRODUCTIVITY *ACTUAL*	*DIFFERENCE*
497	150.49	72%	*86.6%*	*14.6%*
531	53.35	72%	*67.1%*	*-4.9%*
642	123.24	72%	*86.4%*	*14.4%*
1554	113.29	72%	*59.0%*	*-13.0%*
1676	112.91	72%	*76.6%*	*4.6%*
2098	123.18	72%	*72.1%*	*0.1%*
2300	149.22	72%	*91.8%*	*19.8%*
2495	123.31	72%	*77.7%*	*5.7%*
2745	116.34	72%	*98.0%*	*26.0%*
3001	105.41	72%	*69.5%*	*-2.5%*
3134	0.00	72%	*#DIV/0!*	*#DIV/0!*
3151	133.89	72%	*89.2%*	*17.2%*
3167	145.39	72%	*87.5%*	*15.5%*
3470	113.12	72%	*81.5%*	*9.5%*
3487	131.82	72%	*78.1%*	*6.1%*
3502	142.05	72%	*88.9%*	*16.9%*
3572	140.55	72%	*86.2%*	*14.2%*
3800	139.06	72%	*78.6%*	*6.6%*
3843	143.58	72%	*88.4%*	*16.4%*
3968	74.92	72%	*89.4%*	*17.4%*
4033	164.25	72%	*91.8%*	*19.8%*

DIRECT LABOR HOURS	2499.37
TOTAL AVAILABLE HOURS	3046.15
PRODUCTIVITY GOAL	72.0%
ACTUAL PRODUCTIVITY	**82.1%**

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

FEBRUARY 2024	PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
	Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days	100%	90	90	100%	718	718	100%
Provide information requested by citizens within 7 days	95%	90	90	100%	712	712	100%
Complete traffic engineering studies within 45 days.	99%	3	3	100%	15	16	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	29	29	0%	163	163	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		0	0	1.80	1208	368.75	0.31
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
		3.97	27	6.80	12.29	97	7.89
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met
		13	13	100%	116	116	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		10	10	100%	145	145	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	16	16	100%	72	72	100%
Lower Priority all other signs within one day	90%	60	60	100%	355	355	100%
Street Name Signs within two weeks	90%	38	38	100%	126	126	100%
Percent of work hours lost due to on the job injuries.	<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
		3360	0	0.00	25480	0	0.00

UTILITIES 13

Monthly Report
February 2024

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 100%
- 1357 12th NE Avenue – 100%
- Crest Court – 100%
- Barb Court – 100%
- Page Street – 100%
- Crail Drive – 0% Hold – Pending Lead Survey

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Staff has completed the Beaumont project. Staff has completed the Page Street project. Crail Project materials have been ordered – project on hold pending lead surveys. Ashton Grove project generator was installed and waiting on project to close out. Sutton Place project generator was installed – waiting on replacement radiator.

Water Line Breaks Total – 8 in February
Water Lines Hit by Contractors – 3

Sewer Line Data

- Total obstruction service requests - 23
- Private Plumbing: 23
- City Infrastructure: 0
- Sanitary Sewer Overflows: 1 on private side, 0 on city side

Lift Station D Flows:

- Days - 29
- Average daily flow: 1.489 MGD
- Total Monthly flow: 43.181 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 60 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022. Bid Opening was held on September 7, 2022. 61 bidders submitted bids across the 30 categories of construction work. The total of the Base Bid was approximately $7.7 Million, including contingencies, insurance, allowances, and other project requirements. Special-use permits were approved by Council on September 27, 2022. Approval of the GMP was held on the October 11, 2022 Council docket. Line Maintenance staff officially moved into the new building on January 4, 2024. A meeting was held on January 11, 2024 to discuss repairs and design changes to the road as a lot of the drainage is not being captured by the stormwater controls. These repairs have been completed and will be paid from the ECOC project. A grand opening was held for the facility on January 29, 2024. Staff is working on approving their January claim, which will be the final claim before retainage is paid.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GI interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer which will then provide the as-built record document in a new window for viewing or downloading. Additional internal staff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and reviewed by staff. The effort required to complete the remainder of the project is more than the current contract amount. Staff will bring Council a proposed amendment for approval to complete the entire City in June 2024.

AIM Water and Wastewater Master Planning Effort: In combination with the overall comprehensive land use plan, Water and Wastewater master planning efforts are being done to evaluate the current infrastructure, provide input on future development locations, and determine infrastructure needed to support the selected land use alternative(s). RDG, with Garver performing the engineering for water and wastewater efforts, was selected as the consultant for the project. Contract K-2324-46 was awarded to RDG (with Garver as a subconsultant) in July 2023. Initial work has begun by Garver and the first Water and Wastewater Subcommittee meeting was held.

Tangentially, staff worked with Garver and RJN to complete the wastewater collection system flow monitoring necessary for proper calibration of the wastewater model being developed and updated by Garver. Completion of the Baseline Technical Memoranda is expected in March 2024. The Water/Wastewater Subcommittee is expected to meet again April 12, 2024.

WASTEWATER PROJECTS:

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver's contract which consolidated all pilot study tasks, including procurement/rental of treatment equipment for alternative treatment trains, temporary construction/installation of pilot study equipment and eventual removal of all pilot study equipment, into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. By June 2021, both trains had been commissioned and were operating as intended. As a result, WRF and Garver staff were able to commence the Phase I testing and sampling regimens. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver's construction subcontractor completed removal of all temporary process equipment by late summer 2022. A first draft copy of the engineering report was submitted for review in December 2022. A second draft was submitted to NUA and, informally, to Oklahoma Department of Environmental Quality (ODEQ) in March 2023. For the rest of 2023, Garver convened regular meetings with ODEQ to review the draft report findings and conclusions in detail. ODEQ is now reviewing a preliminary final version of the report, and it is expected that they will require several months to complete their review. Once ODEQ has approved the report, Garver's Contract calls for submitting the report to a team of independent industry experts who will review and also approve the report's conclusions, at which point, the report will be considered final. This is expected to require several more months after date of ODEQ approval.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to $700,000 that would pay up to 25% of all costs incurred on this project. Grant contract was approved by NUA and BOR and fully executed in September 2021. As of March 2023, all funds authorized by this Grant have been requited and received by City of Norman.

In October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes $209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 and 2023 for research and investigations and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and work (research and data gathering) is ongoing. Initial conclusions and recommendations are expected to be reached by June 2024. If, based on initial conclusions and recommendations, additional funds are authorized, work will continue through the remainder of 2024 and possibly beyond.

In April 2022, NUA learned that a third grant associated with possible IPR from BOR had been authorized. The third grant was an applied science grant for $148,339 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data, weather and seasonal weather forecasts, and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract with Garver in the amount of $196,190 (of which $148,339.00 would be reimbursable from BOR Applied Science Grant) was approved by City Council on March 14, 2023. Project is ongoing and scheduled to be completed by June 2024.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers were approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022 and 90% design documents in January 2023 with design review meetings convening two weeks after each submission. In March 2023, ODEQ Permit to Construct application was submitted to ODEQ and the permit was issued in April 2023. Also, in April 2023, NUA learned that it has been approved for a federal community funding grant for FYE September 30, 2024 in the amount of $5,000,000.00 for this project. However, because the Federal Budget for FY 2024 is not yet approved, funds for the grant have not been earmarked and EPA has not allocated them, and there is no certainty on when or if these funds will be approved. Because of the critical nature of this project and based on conversations with EPA and with grant experts at Garver, it has been determined that the best course of action for Norman Utilities Authority is to bid the project now and include all requirements for EPA Community Grant projects in the bidding documents. EPA has advised that, as long as the contract meets their requirements for the grant, we can apply for the funds at whatever time in the future they are officially allocated. EPA should then be able to approve "after the fact" and Norman Utilities can seek reimbursement for funds already spent at that point.

Based on further discussion, an additional concern arose based on the fact that until funding is approved by Congress, exact details in grant requirements will remain uncertain. Garver advised and EPA Community Grant staff affirmed that, if project is receiving funding via another Federal Program and project meets requirements of that program, EPA

Community Grants will approve project on that basis. As a result, NUA has commenced process of seeking a Clean Water State Revolving Fund (CWSRF) loan from Oklahoma Water Resources Board (OWRB). The loan request will be worded to also cover other planned projects at the WRF so, assuming EPA Community Grant is eventually made, the CWSRF loan funds will be directed to those other projects. OWRB has advised that, as with the EPA Community Grant, the project may start before the loan is granted. Then, once approved, NUA can immediately seek reimbursement for all work completed on the project prior to loan approval. It should also be noted that the use of CWSRF loans for upcoming capital projects at the WRF was recommended by the Raftelis report for upcoming wastewater capital spending.

Based on the above-described EPA Community Grant process and timing, the ongoing CWSRF loan process, and the critical nature of this project, NUA chose to proceed with bidding and obtain reimbursement from EPA and/or CWSRF if/when those financial instruments are approved. As a result, project was advertised on Thursday, August 30, 2023 and bids were opened on Thursday, October 19, 2023. Crossland Heavy Contractors were deemed the lowest and best Bidder with a base bid in the amount of $3,320,000, and Contract was awarded at the November 28, 2023 Council Meeting. Pre-Work Meeting convened in December 2023. Notice to Proceed was issued in January 2024, and shop drawing review and procurement processes have commenced. Based on current lead times for dewatering equipment, construction should be complete in July 2025.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, so they will be updated as a single project as well. Due to plant improvements projects over the past two decades, space formerly used for spare part storage and maintenance work has gradually been incorporated into plant operations space, leaving a shortage of viable storage and work space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned.

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

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

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

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision has been made to defer construction of this project until fiscal year 2025/26. Assuming the project is not deferred again, bidding documents will be finalized in time to advertise in May 2025. Bids would then be opened in June 2025, and Contracts Awarded at the first Council Meeting in July 2025. Construction would then take one calendar year to June 2026.

In June 2023, Greely and Hansen submitted a request for Contract Amendment based on delays in bidding the project, change from CMAR to traditional Design/Bid/Build project delivery along with several other perceived changes that occurred during design. Final costs were negotiated in November and December 2023 and Amendment No. 1 was approved by City Council on January 9, 2024.

Engineer: Greely and Hansen LLC (Ana Stagg)

WRF Digester #3 Roof Replacement (WW0336): The existing roof for Digester 3 has reached the end of its useful life and has experienced high rates of failure that warrant a project to upgrade the existing facility. Funding in FYE 24 is for an evaluation of Digester 3 and the roof. Future funding will be used to upgrade and rehabilitate the digester to extend the useful life of the asset. The operating impact of this project is that a full rehabilitation or replacement of the digester roof will more efficiently use funds rather than reactively repairing the roof when it fails. Staff began initial evaluation March 2024.

Engineer: Garver – On-Call services

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. The pipe has been completely installed and is currently in service. Final acceptance occurred on January 23, 2024. This will be the final report for this item.

Engineer: PEC, Inc. (Chris Grizer)

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

Engineer: Garver, Inc. (Steve Rice)

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

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by

Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Staff completed review of plans and final plans. Line Maintenance staff requested 4 small areas be added to the scope of work. Final plans including additional areas will be complete by April 2024.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): In 2001, the citizens of Norman approved a five-dollar per month sewer maintenance fee to provide for the systematic replacement of aged and deteriorating neighborhood sewer lines. The FYE 2019 study area is generally bounded by Lindsey Street and Timberdell Road and 24th Avenue SW and South Berry Road. Project will replace approximately 31,000 LF of 8" and 12" sanitary sewer lines using pipe-bursting techniques, and rehabilitate an additional 1,000 LF of 8" sanitary sewer lines using cast-in-place pipe lining techniques along with rehabilitation or replacement of 160 manholes and 610 services.

On November 30, 2021, City Council approved the use of on-call Contracts of Parkhill and Lemke Land Surveying to prepare bidding documents for this project. During May 2023, a preliminary set of plans was submitted for City of Norman review and a review meeting convened and in July 2023, 95% plans were submitted and a review meeting convened. Final Plans and Bidding Documents were completed and project was advertised on September 14, 2023. Bids were opened on October 5, 2023, and Krapff-Reynolds Construction Co. (KRCC) has been deemed the lowest and best bidder with a base bid plus bid alternate cost of $5,468,900.50. City Council approved Contract Award on November 14, 2023. A Pre-Work Meeting convened in early January 2024 and shop drawing review and procurement efforts have commenced. Initial material deliveries and start of construction are now anticipated in March 2024.

Engineer: Parkhill

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

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

Water Reclamation Facility (WRF) PFAS and Microplastics Fate and Transport: New regulations for PFAS are being promulgated by the EPA for drinking water but future regulations for wastewater effluent and biosolids are envisioned as well. To get information ahead of future rules for wastewater, this project will sample for PFAS and microplastics at locations throughout the WRF to determine levels through each process, PFAS formation or removal, and percentages of materials within liquid effluent or biosolids. Funding for this work will be from a loan from the Oklahoma Water Resources Board with 100 percent loan forgiveness (i.e., no ratepayer funds to be used). Staff is finalizing scope and contract with Garver and will bring it forward for NUA consideration April 2024.

Engineer: Garver (Bryce Callies)

WATER PROJECTS:

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman

Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission li recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of $95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Public Works will be combining the waterline work into the ODOT streetscape project. This will save money in restoration costs and allow for a shorter construction period for the entire project. Public Works is reviewing the current waterline plans before sending to engineers for revisions. Final plans, bidding, and construction dates will be determined based on the schedule for the rest of the project. Staff was notified that Public Works is unable to acquire the necessary ROW south of Constitution so the extension of the 16-inch and 24-inch lines are on hold for now.

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

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines ($NHCL_2$) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of $95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for $16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of $800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of $528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. Staff and Engineers held a public meeting with Norman residents at Franklin Baptist Church on December 11, 2023 to discuss the plans for the new facility. Citizens are mostly concerned about the aesthetics of the facility and would like berms and enough landscaping to hide the facility. Engineers are working on completing 90% plans and incorporation of some additional design elements following the public meeting held in December. Architects are working on getting renderings from the street view and nearby properties to show a more accurate depiction of what nearby homeowners would see when the berms are added around the facility.

Site Evaluation Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)
Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)
Disinfection System Engineer: Plummer Associates (Alan Swartz)

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of $93,800 on June 22, 2021. A contract

transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work has still not been determined. This funding will determine when the waterline project needs to begin and end. The waterline will need to be completed before the roadway work begins.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabbiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of $58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at $2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. A final change order and pay app was approved by Council on November 22, 2022. As-builts were recently received from the Engineer who noticed the new waterline conflicted with a few future light poles and future storm drain that will be constructed by Public Works. Adjustments will be made to the light pole design by Public Works. Line Maintenance potholed and took accurate elevations of the waterline in these areas. Utilities staff attended the pre-work meeting for the streetscape project, which has a start date of April 3, 2023. Their contractors will start on the south end and move their way north. They will let us know when they have the far west lane close at Himes so that we can contact Cimarron to install the missing bends needed for a new storm drain. The light poles that will be in conflict with our waterline will be moved a few feet in the field to accommodate these conflicts. Staff was notified by Public Works that their contractors will be at Porter and Himes this month and they were wanting our bends installed before they get there. A field meeting was held on November 28, 2023 and contractors started excavating the waterline on December 4, 2023. A conversation was held as to what kind of replacement Public Works would want from us since they'll be coming back and milling and laying asphalt in addition to addition of a new storm sewer. Staff and contractors had a field meeting on December 5, 2023 and it was determined that our waterline is actually deep enough that bends will not be necessary, even though the Engineer drew the asbuilts showing out waterline going through the future stormwater pipe. Our contractors were instructed that the bends will not be needed and are installing full depth asphalt for most of the area per Public Works instruction. Staff is waiting on the invoice from the contractors for work they did excavating and refilling the trench for the bends that were ultimately not installed. Once an invoice is received, staff will close out the project.

Engineer: Garver Engineering (Bret Cabbiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for $75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of $228,975 in December 2021. The purchase authorization was approved by Council on January 18, 2022. Tomco moved forward with ordering the tank on April 25, 2022. The new tank was shipped on September 28, 2022 and it was delivered to the WTP on October 3, 2022. The apparatus on top of the tanks has been leaking since installation. It was installed for the tank and the threads did not fit properly. So, a new apparatus arrived to plant on January 24, 2023. Replacement and shut

down of the plant occurred on January 26, 2023. Tomco informed staff that this new apparatus was quality cont checked against the appropriate pressure. However, Tomco staff noticed one of the heating elements was not working properly during installation of the new apparatus. A 1-year mechanical warranty is required for this tank and Tomco was notified that they need to provide replacement of this as well. The heating element was repaired on 3/10/2023 and all components of the tank are working properly. A final payment was made to Tomco on 3/13/2023.

Water Treatment Plant Clarifier 1 and 2 Rehabilitation (WA0375):
Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and re-painting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of $73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. A final Technical Memo was received in June 2022 which explained the most necessary repairs needed on clarifiers 1 and 2 are structural and electrical elements. To repair these elements only, the cost would be about $551,096. In addition, alternates were provided for additional repair/replacements that aren't as dire. Alternate 1 consists of structural and electrical repairs in addition to metal repairs and recoating. Alternate 2 consists of structural and electrical repairs in addition to replacing both clarifiers with new carbon steel tanks. Alternate 3 consists of structural and electrical repairs in addition to replacing both clarifiers with stainless steel tanks. Cost for these alternates are $2,306,254, $2,742,868, and $2,887,684, respectively. Life cycle costs decrease with each alternate. In addition, repairs and recoating to clarifier 3 were included at a cost of $502,695. WTP staff are reviewing what they would like to do moving forward based on funding and timeline. Staff has determined that clarifier 3 is in most dire need for recoating/potential metal repairs and would like this to be accomplished with funds for this project. Repairs to clarifiers 1 and 2 would be completed at a later date if funding allows. Staff met with Carollo on July 19, 2023 to discuss combining this work with other WTP projects that need to be completed.

Southlake Addition Waterline Replacement (WA0352):
This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project and a contract in the amount of $59,000 was awarded on November 9, 2021. Line Maintenance potholed 27 locations (approximately 20%) in this neighborhood to determine if lead service line replacement will be necessary. All service lines potholed were found to be made of copper. Bids were opened on July 13, 2023 where Cimarron Construction Company was the low bidder at $2,631,347.00. This number includes replacement of Southlake Addition waterlines as well as waterlines at 1932 E Lindsey Street that have had frequent breaks in the last fiscal year, for which Line Maintenance has had to temporarily repair. A contract with Cimarron Construction Co. was approved by City Council on August 8, 2023. A pre-construction meeting was held on August 29, 2023. Contractors have completed installation at the apartment complex and are in the process of finishing punch list items. Staff is still waiting to hear back from contractors on their timeline to start on the Southlake neighborhood. Staff is still working on getting easements acquired from the Cervi properties nearby the Southlake addition.

Water Line Replacement, Parsons Addition Phases I and II (WA0246): Contract (K-1819-87) with Cabbiness Engineering, LLC (now part of Garver) was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process

included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, a... based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019, and Phase II was originally scheduled for the summer of 2020.

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

In March 2020, 2021, 2022, and 2023, Phase II was delayed until the following Spring each year, and determination has now been made to proceed with this project in Spring of 2024. During January 2024, Garver submitted 95% drawings for NUA review. Comments have been returned to Garver and project is expected to advertise on March 7, 2024 with Contract Award to follow on April 9, 2024. This will give selected lowest and best bidder ample time to order materials and prepare to mobilize on May 13, 2024, which is the Monday after OU's Spring 2024 Graduation Weekend. Construction is expected to continue through the summer and be complete no later than August 18, 2004, which is the day before the start of the Fall 2024 semester.

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

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24thAve NE to 12thAve NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2023/24. From that point, final design work and easement acquisition was scheduled at a pace intended to synchronize completion of final design, permit application/receipt, and all easement purchases with a scheduled advertisement date of early May 2023. However, while preparing easement documents during Summer 2022, Jacobs determined that there was a potential issue with a long segment of their alignment that was intended to be in easements on property owned by the United States Department of Veterans Affairs (VA) and J.D. McCarty (McCarty). There were existing easements owned by Oklahoma Gas & Electric (OG&E) on both properties (seemingly much larger than needed to accommodate OG&E's overhead power lines in the area) extending into the area Jacobs intended to use for their current alignment for this project. After consideration of several alternatives, it was agreed to determine if OG&E would allow encroachment in their easement as long as it was a reasonable distance from their overhead lines, and in December 2022, OG&E furnished authorization to encroach on their easements on the VA and McCarty properties. As a result, Jacobs is now able to proceed with final design and acquisition of easements so project may be readied for bid.

As noted above, two of the easements required for the project must be purchased from the VA and McCarty who both own large properties fronting on the south of side of E. Robinson Avenue. VA and McCarty are also two of the large property owners in Norman who have multiple meters that NUA would like to replace with a single master meter. Now that negotiations for these two easements can begin again, NUA will work to negotiate master meter agreements concurrently with Jacobs' easement negotiations and incorporate the meter replacement work into this project.

In May 2023, Jacobs advised that they were preparing a request for a contract amendment for various perceived extras encountered during design to date, and they expected to submit this request within a few weeks. NUA agreed to review the details of the request upon receipt, but did not necessarily agree that an amendment of any amount was merited. To date, this request has not been submitted. If, upon receipt and review, NUA finds an amendment is merited, final costs would likely be negotiated during December 2023 and the Amendment submitted for City Council approval in January 2024.

Assuming project is not deferred, project is expected to advertise as soon as easements can be completed and Perr issued. Finalizing easements and master meter agreements and obtaining permits is likely to continue through Winter 2023/24 with Bidding and Contract Award to follow in the Spring of 2024. Construction would then commence in late Spring 2024. Project completion is then projected for early 2025.

Engineer: Jacobs Engineering (Arun Srinivasan)

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

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable water system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new non-potable system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. In March 2023, City of Norman furnished additional requested data to Plummer to assist in finalizing their analysis, and on September 29, 2023, a draft report was submitted for City of Norman review. During the fall of 2023, there were multiple meetings and conference calls between Plummer and NUA to clarify details of report. In February 2024, NUA presented conclusions to City Manager, which was for Lindsey Tower to be demolished and not returned to service in any form. NUA also commenced discussions with members of City Council in order to work toward reaching consensus on a course of action for Lindsey Tower.

Although the final conclusion does neither recommend the construction of a non-potable resue system nor returing Lindsey Tower to service for potable water storage, there is still a possiblity that City of Norman will have Lindsey Tank rehabilitated regardless, but the details of the rehabilitation will vary depending on the alternative selected. Consequently, in November 2023, updated cost proposals were received from Dunham Engineering to prepare bidding documents and inspect ongoing rehabilitation work at Lindsey Tower for various possible alternative uses. As soon as an alternative is confirmed, which should happen by the end of March 2024, Dunham's contract (with pricing based on the selected alternative) will be submitted to City Council for approval. Upon approval, Bidding Documents would then be completed and project advertised, bids opened and contracts awarded in Spring of 2024. Construction would then commence as soon as weather conditions allowed in spring and would continue for approximately 1 to 3 months (depending on alternative).

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

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

the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals were received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway. A Build America Buy America "BABA" waiver from the BOR was received and the project is now moving forward.

Consultant: E Source (Alyssa Pourciau)

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

Tecumseh Water Line Replacement (WA0380): The existing 24-inch water line along Tecumseh Road is a vital component of the Norman water distribution system. The crossing of Interstate 35 is a portion that is extremely deep and is not able to be worked on by City staff due to this depth. This project will replace the pipe generally from Flood Avenue to Journey Parkway to provide more reliable and maintainable water service to the area and for transmission of water under Interstate 35. This project will also replace several ductile iron laterals along this corridor. Contract was executed on Februrary 27, 2024.

Danfield Water Line Replacement (WA0379): This project will replace the existing 6 and 8-inch lines running along Danfield from where it intersects Brookhaven Blvd on the south the north to where it intersects the same street to the north. The existing lines are ductile iron pipe that are 40-50 years old and have experienced a significant amount of corrosion that have impacted water service to the development. The project is approximately 4,000 linear feet. The final design will also include waterline replacement of all five cul-de-sacs located in this section of Danfield. As of the first week in February, design for the Master Alignment has been completed. Design is underway and design phase completion is expected in late April 2024.

Lead Service Line Inventory and Replacement (WA0384): The recent Lead and Copper Rule Revision will require new measures for utilities to comply with the rule. Specifically included within this proposed funding are 1) Inventory of approximately 5,000 service lines, 2) Distribution of pitchers to 20,000 locations, and 3) testing of 20,000 locations resulting from any disturbance. Costs for the inventory continue until completed. Reduced costs for the pitchers and testing are proposed in later years since the Advanced Water Metering project will be completed.

Water Line Desktop Condition Assessment (WA0337): This contract provides for our consultant, Voda.AI, to complete a desktop condition assessment of the water lines within the distribution system. Each segment of water line within the City's database will be evaluated and scored for both likelihood and consequence of failure using information from GIS databases such as pipe age, material, soil conditions, and other factors relevant to pipe reliability. To prove their model's

validity for our system, the model will be set up using historical data and will the analysis will then be performed a compared against actual results for a test year.

SANITATION CAPITAL PROJECTS:

SA0025 – Sanitation Cost-of-Service Study: This study will complete a financial evaluation of the Sanitation Fund. Raftelis, who has performed several financial studies for the Utilities Department, was selected to complete this work. Under this contract, Raftelis will evaluate the overall financial condition of the Sanitation fund amidst increasing costs. In summary, this study will develop a financial plan based on historical revenues and anticipated operating and capital expenditures, assess costs for service for various customer classes and services provided to sanitation customers, evaluate the current rate structure and prepare recommended modifications or increases to eliminate customer class subsidies and/or meet requirements for the financial plan; and present information to City Council. Contract was awarded by City Council on January 23, 2024. Staff expects preliminary results in April 2024.

Compost Facility Scale House (SA0019):
This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of $30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to $39,000. The engineer requested an increase of $4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of $43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process. Planning reviewed the current set of plans and sent their comments on June 23, 2023. These were forwarded to the Engineer for incorporation to the final plan set. A quote for access control and cameras (Convergint) and low voltage (TransTel) was obtained by IT in June. The Engineer sent a revised set of plans this month. Upon review, there are pay items missing for concrete and asphalt work, as well as details and specifications missing for the storm shelter and other important components. Comments from Planning were not incorporated and a revised specifications book has not been sent. Updated plans and specifications are currently being prepared by TriCore. City of Norman comments on the plans and specifications are currently being addressed by TriCore prior to entering the bidding phase of this project.

Engineer: TriCore Group, LLC (Greg Vance)

Transfer Station Renovations (SA005):
The Transfer Station has several elements that have deteriorated since its installation in 2008 due to its heavy use. This project will repair the Transfer Station floor install fire suppression system, truck parking area, and improvements to the building exterior. Repair of the floor and installation of the fire suppression system will be expedited and the Transfer Station will be required to stay in operation during the entire construction. Request for Qualifications were sent on September 29, 2022 and an optional on-site meeting was held on October 11, 2022. Qualifications were due Thursday, October 20, 2022 and one firm, Parkhill Engineering, submitted qualifications. Staff approved the qualifications submitted by Parkhill Engineering after reviewing their qualifications. A scope was received by Parkhill on December 19, 2022. Staff is still reviewing before Council approval. Council will consider the contract in March 2024.

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

Utilities and Public Works have begun coordination of the facilities and the potential to combine efforts into facility capable of meeting needs for both departments and the City.

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

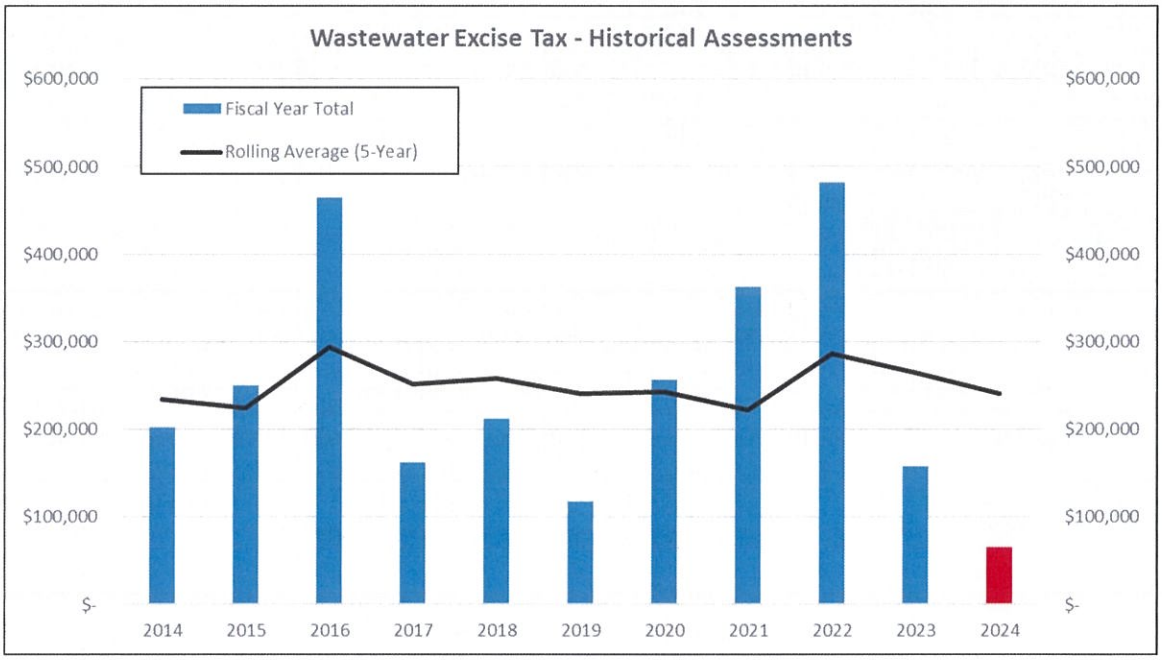
Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household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

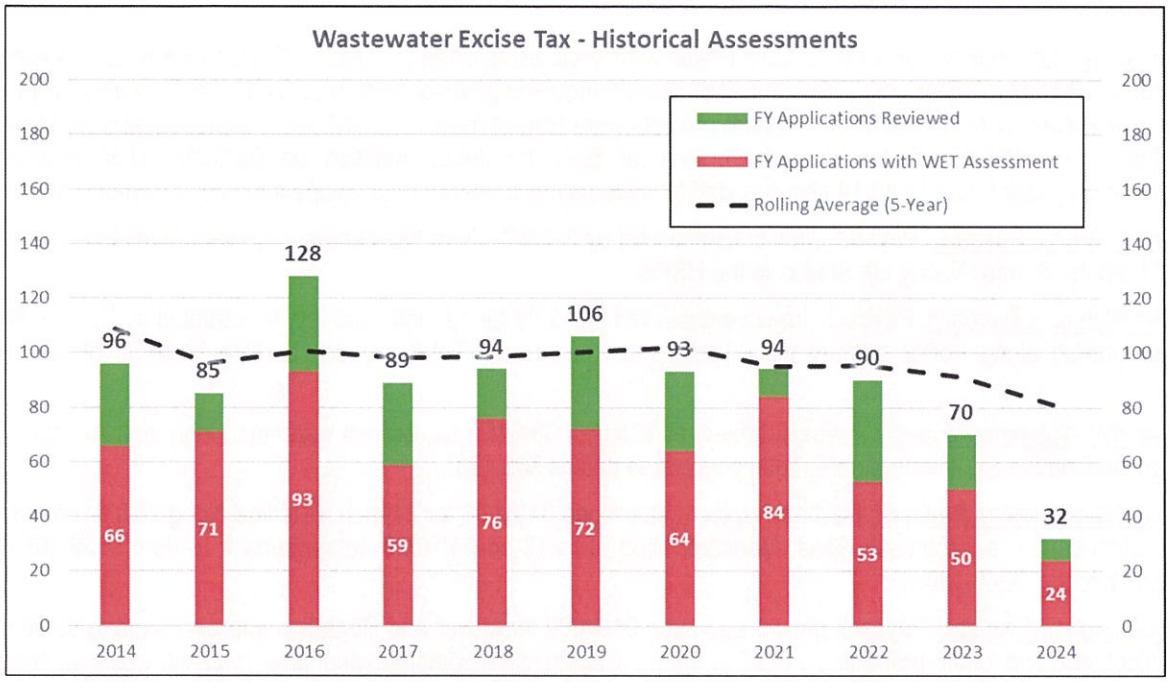
The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete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

Architect: Studio Architects, LLC (George Winters)

Wastewater Excise Tax – Non-Residential:

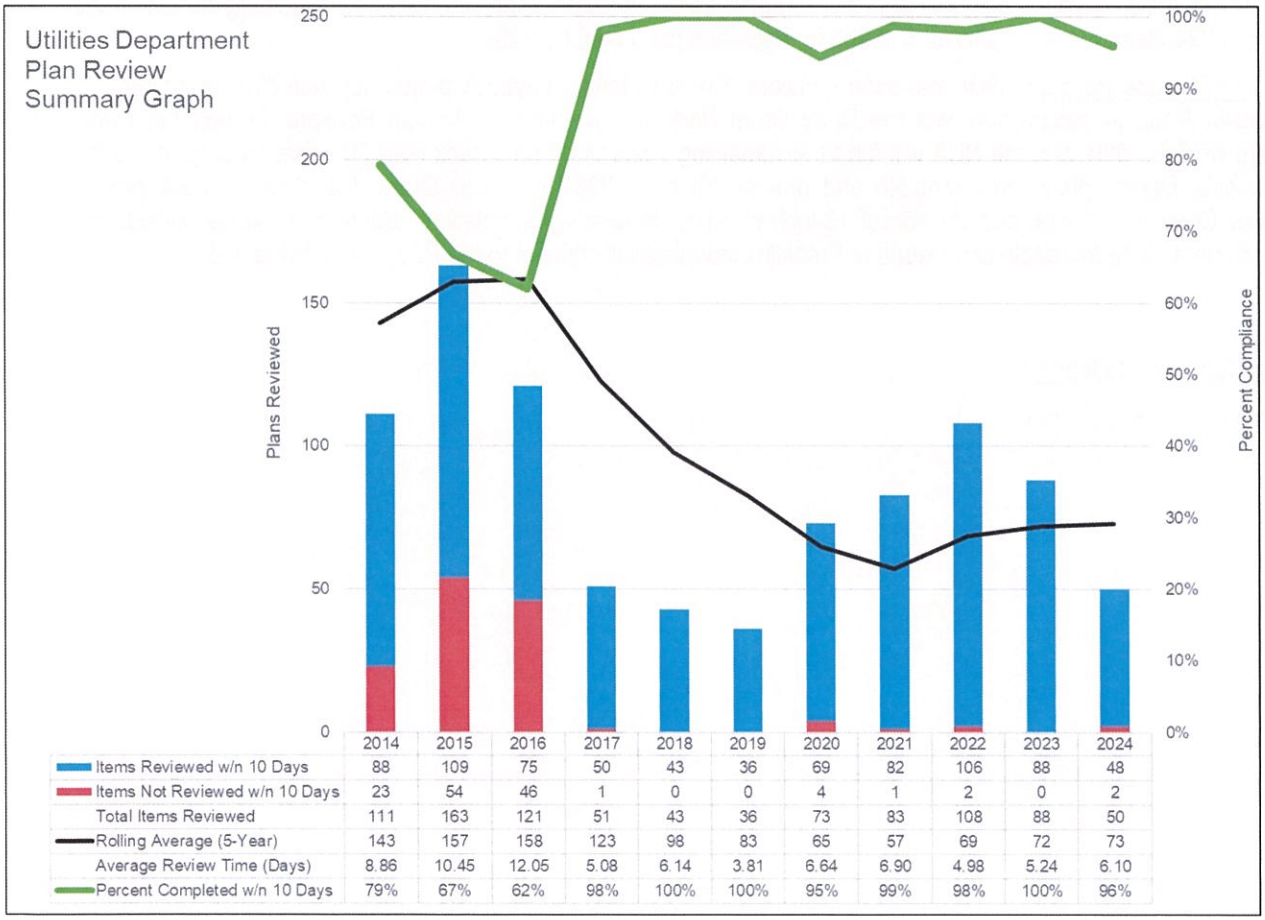
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 5 commercial entities last month. Of the 5 applications, 3 applications were assessed since they were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 32 commercial properties were reviewed and a total of $65,289.44 has been assessed to the entities that will increase wastewater flows for their respective property. Below are graphs showing the amount assessed and the number reviewed (current through date of report preparation).





PLAN REVIEW:

Eighteen plan sets were reviewed this past month. Staff has reviewed 48 plans for the current fiscal year with an average review time of 6.10 days and with 96 percent of plans reviewed within 10 days.



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Items Reviewed w/n 10 Days	88	109	75	50	43	36	69	82	106	88	48
Items Not Reviewed w/n 10 Days	23	54	46	1	0	0	4	1	2	0	2
Total Items Reviewed	111	163	121	51	43	36	73	83	108	88	50
Rolling Average (5-Year)	143	157	158	123	98	83	65	57	69	72	73
Average Review Time (Days)	8.86	10.45	12.05	5.08	6.14	3.81	6.64	6.90	4.98	5.24	6.10
Percent Completed w/n 10 Days	79%	67%	62%	98%	100%	100%	95%	99%	98%	100%	96%

RECOUPMENT PROJECTS:

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

Private Water Well Permits Issued

No permits were issued for February.

DIVISION OF ENVIRONMENTAL RESILIENCE AND SUSTAINABILITY February 2024 SUMMARY

	MONTHLY	YEAR-TO-DATE
STORMWATER CONSTRUCTION SW		
INSPECTIONS	86	775
ACTIVE SITES	86	726
CITATIONS	0	0
NOVS	0	0
CDOS	0	1
SWOS	0	0
ECPS		5

STORMWATER MS4 OPERATIONS		
ACTION CENTER	4	42
PWSTORMWATER	0	8
CALLS	11	74
OTHER	10	92
TOTAL INQUIRIES	25	206
OUTFALL INSPECTIONS	14	16
MCM 5 INSPECTIONS	0	147
MCM 6/P2 INSPECTIONS	1	12

PRETREATMENT/FATS, OILS, AND GREASE (FOG) PROGRAM		
FOG INSPECTIONS	24	169
FOOD LICENSE APPROVAL	1	15
SIU INSPECTIONS	0	8
SIU SITES SAMPLED	2	2
TABLE II MONITORING (%)	100%	100%
TABLE III MONITORING (%)	25%	25%

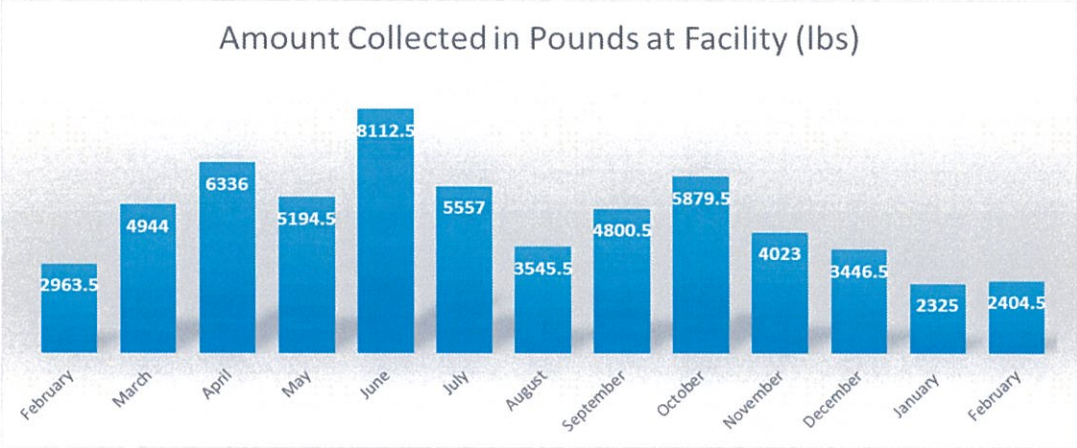
HOUSEHOLD HAZARDOUS WASTE		
HHWF: CARS SERVED	49	487
SWAP SHOP VISITS	10	82
OIL DISPOSED	6027	12281
ANTIFREEZE DISPOSED	540	854
TIRES DISPOSED	281	2163
HHW MATERIAL COLLECTED	2404.5	31981.5
E-WASTE: CARS SERVED	0	300
E-WASTE COLLECTED	0	20570
TOTAL CARS SERVED	49	787
TOTAL MATERIAL COLLECTED	2404.5	52551.5

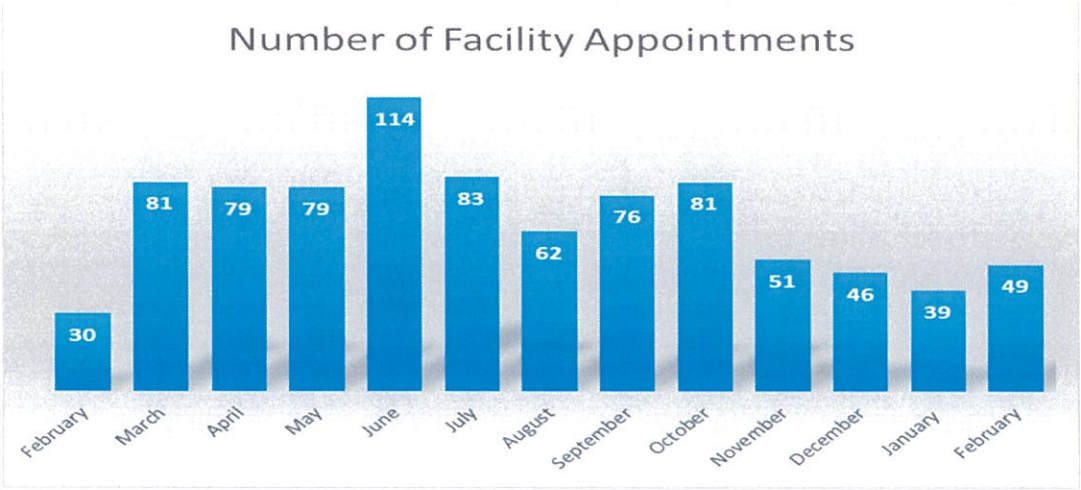
REVENUE		
FOG PROGRAM	$ 2,400.00	$ 19,600.00
SURCHARGE	$ 4,416.66	$ 61,857.70
LAB ANALYSIS RECOVERY	$ -	$ -
IND. Dischg. Permit fee	$ 1,000.00	$ 4,500.00
TOTAL	$ 7,816.66	$ 85,957.70

ACTIVITIES
ECAB
Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.
Accepted Earth Day/Green Norman Eco Month proclamation (Dane Heins)
James Harp award to Cathy Bowden
ECAB working on Poster Contest and other activities for the new year.
Working on efforts to reduce contamination in recycling
DoERS
Table II and III sampling completed for Norman WRF.
Cleanup at Saxon Park help on Febraury 17, 2024
Cleanup at Crestland Park in coordination with Sierra Club on February 17, 2024
Loudenback participated in the City's podcast on February 8, 2024
Chao accomplished more Blue Neighborhood site visits
Loudenback participated in the Backyard Homestead Workshop on Febrauary 10, 2024
Coordinating response to the EECBG allocation with Parks
Actively serve on Boards of organizations such as LTWA, COSWA, OCASA, and OKRA
Active participation in LTWA Carrington Project subcommittee for retrofit of exisiting LID BMPs with monitoring
Active participation in the Wetland Group team call.
Coordinating with Parks on the Alameda/Carter Nature Park.
26,500 gallons of FOG kept from the POTW in February
AIM Stomrwater Subcommittee meeting on February 12, 2024
Study Session on Litter Crew on February 20, 2024
Planning committee for SWAWWA meeting
Active participation on the OK/TX resilience cohort
Solar intitiative company interviews on February 14 and 15, 2024
Operator Certification class in MWC on February 28, 2024
Presentation to Rotary about LTWA on February 29, 2024
Freese and Nichols ecological restoration meeting on February 29, 2024
Coordination with ACOG, Stantec and DEQ on the CPRG Implementation Grant
DoERS became Blue Thumb certified and have adopted Dave Blue Creek
Planning and coordination with Parks for Earth Day Festival
Bishop Creek Watershed Group met February 5, 2024
Facilitated tour of Compost facility, HHW Facility and WRF for Owasso colleagues on February 2

Upcoming Events:

3/9/2024 Cleanup at Sutton with Norman Nature Club
3/11/2024 Dave Blue Creek monitoring and bug collection
3/14/2024 SW Compliance Inspector Interviews
3/23/2024 Recycling Festival in Stillwater
3/24/2024 Cleanup at Ruby Grant Park
3/25/2024 Women in Action presentation on recycling





CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
SEWER MAINTENANCE

	FYE 2024		FYE 2023	
February 2024	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	23	35	1	14
Property Owner Responsibility	0	134	24	174
TOTAL	23	169	25	188
Number of Feet of Sewer Cleaned:				
Cleaned	53,324	669,060	73,512	716,406
Rodded	1,943	21,713	3,470	29,105
Foamed	0	68,206	0	77,694
SL-RAT	0	0	0	0
TOTAL	**55,267**	**758,979**	**76,982**	**823,205**
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	1	0	3
Obstruction	0	0	0	2
Private	1	9	2	5
Other (Lift Station, Line Break, etc.)	0	0	0	1
Total Overflows	**1**	**10**	**2**	**11**
Feet of Sewer Lines Televised	28,260	191,107	24,546	163,809
Locates Completed	306	2,467	318	2,917
Manholes:				
Inspected	974	8,922	1,027	9,381
New	0	0	0	3
Raised	0	9	0	11
Repaired	0	11	0	16
Feet of Sewer Lines Replaced/Repaired	12.00	58.00	0	62
Hours Worked at Lift Station	44.29	316.33	25	591
Hours Worked for Other Departments	7.22	34.46	3.50	22.00
OJI's	0	0	0	2
Square Feet of Concrete	0	0	0	81
Average Response Time (Minutes)	31.00	27.15	26.44	27.90
Number of Claims	0.00	2.00	2.00	2.00

CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
WATER MAINTENANCE

	FYE 2024		FYE 2023	
February 2024	MONTH	YTD	MONTH	YTD
New Meter Sets:	**48**	**248**	**19**	**200**
Number Short Sets	48	244	19	196
Number Long Sets	0	4	0	4
Average Meter Set Time	4.63	5.96	9.13	5.52
Number of Work Orders:				
Service Calls	547	3,708	710	4,010
Meter Resets	0	4	0	8
Meter Removals	12	32	3	43
Meter Changes	77	423	25	223
Locates Completed	431	3,217	346	3,092
Number of Water Main Breaks	8	105	15	147
Average Time Water Off	1.13	1.65	1.97	1.76
Number of Water Leaks	39	392	51	404
Fire Hydrants:				
New	0	0	0	5
Replaced	0	4	0	3
Maintained	26	424	62	914
Number of Valves Exercised	85	739	150	1,978
Feet of Main Construction	0	500	500	3,915
Hours of Main Construction	0	1,631	432	1,889
Meter Changeovers	0	5	0	3
OJI's	0	0	0	4
Hours Flushing/Testing New Mains	4.07	138	59	466
Hours Worked Outside of Division	0.00	0.00	0	0

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
February 1-29, 2024

Flow Statistics

	FYE 2024		FYE 2023	
	This Month	YTD	This Month	YTD
Total Influent Flow (M.G.)	354.2	2744.8	285.5	2474.1
Total Effluent Flow (M.G.)	342.9	2562.7	285.5	2324.6
Influent Peak Flow (MGD)	19.8	28.3	12.7	16.9
Effluent Peak Flow (MGD)	19.5	27.7	12.7*	15.9
Daily Avg. Influent Flow (MGD)	12.2	11.2	10.3	10.3
Daily Avg. Effluent Flow (MGD)	11.8	10.5	9.7	9.7
Precipitation (inches)	1.7	27.8	2.6	14.7

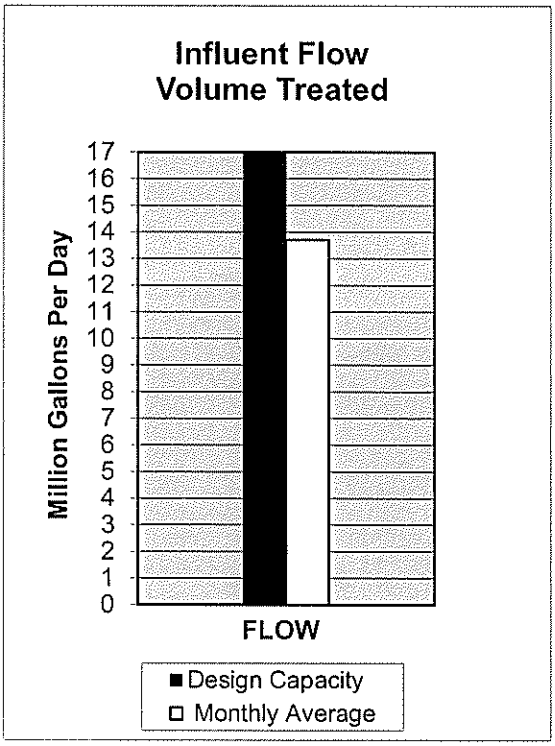
Discharge Monitoring Report Stats	EPA minimum percentage removal 85%	
5 day BOD:	Avg.	Avg.
Influent Total (mg/l)	173	213
Effluent Carbonaceous Total	3	3
Percent Removal	98.3	98.6
Total Suspended Solids:		
Influent (mg/L)	218	240
Effluent (mg/L)	6	10
Percent Removal	97.2	95.8
Dissolved Oxygen:		
Influent (min)	1.0	0.7
Effluent (min)	5.3	6.9
pH		
Influent (Low)	7.1	7.2
(High)	7.5	7.5
Effluent (Low)	7.2	6.9
(High)	6.9	7.4
Ammonia Nitrogen		
Influent (mg/L)	27.0	29.2
Effluent (mg/L)	1.5	0.1
Percent Removal	94.4	99.8

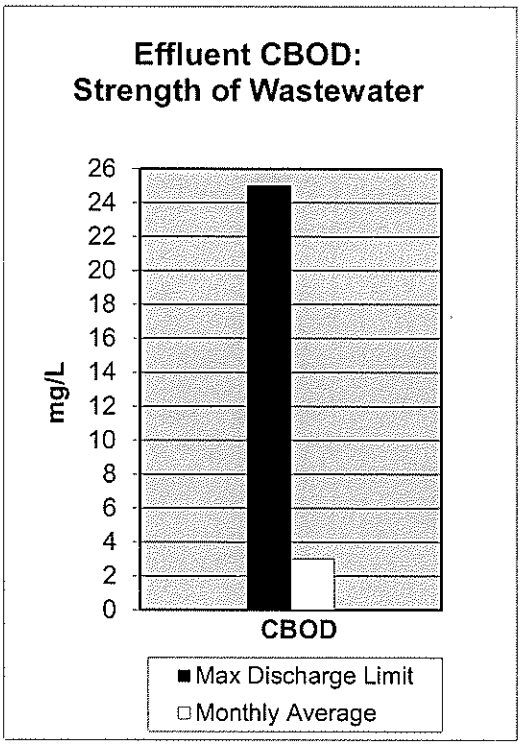
Utilities

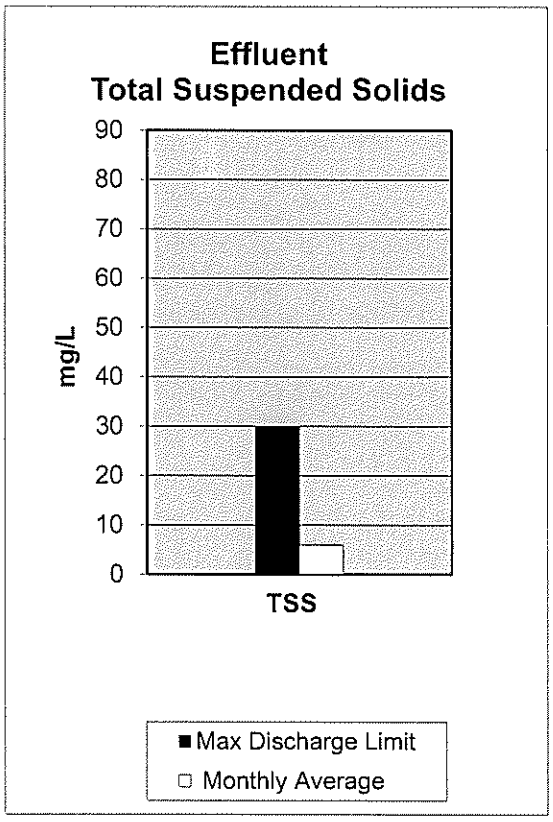
Electrical				
Total kWh Used (Plant wide)	470,960	3,587,260	459,260	3,949,100
Aeration Blowers,WSL&Headworks	133,600	998,800	148,800	1,320,800
UV Facility	40,400	494,200	22,600	382,200
Natural Gas				
Total cubic feet/day (plant wide)	480,000	2,308,000	442,000	2,638,000
Public Education (Tours)	4	23	2	29
Total Attendees for FYE 24		154		77
Reclaimed Water System (MG)			0.0	0.0
OU Golf Course	1.3	78.1	0.4	51.3

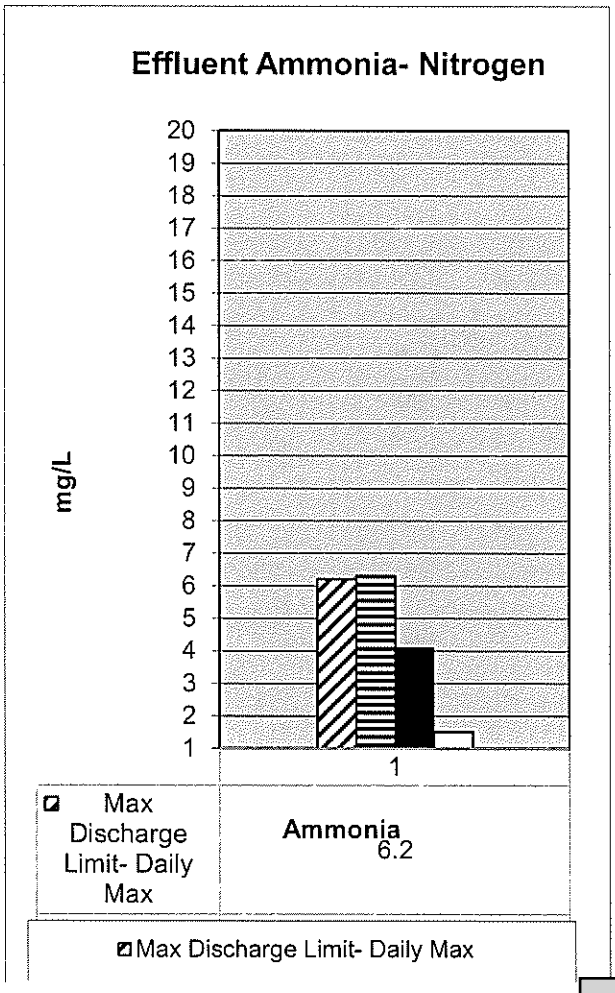
E.coli geometric mean average for February 2024 132 MPN (Limit is 630)

CITY OF NORMAN
WATER RECLAMATION FACILITY
February 2024









Comments here

CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES

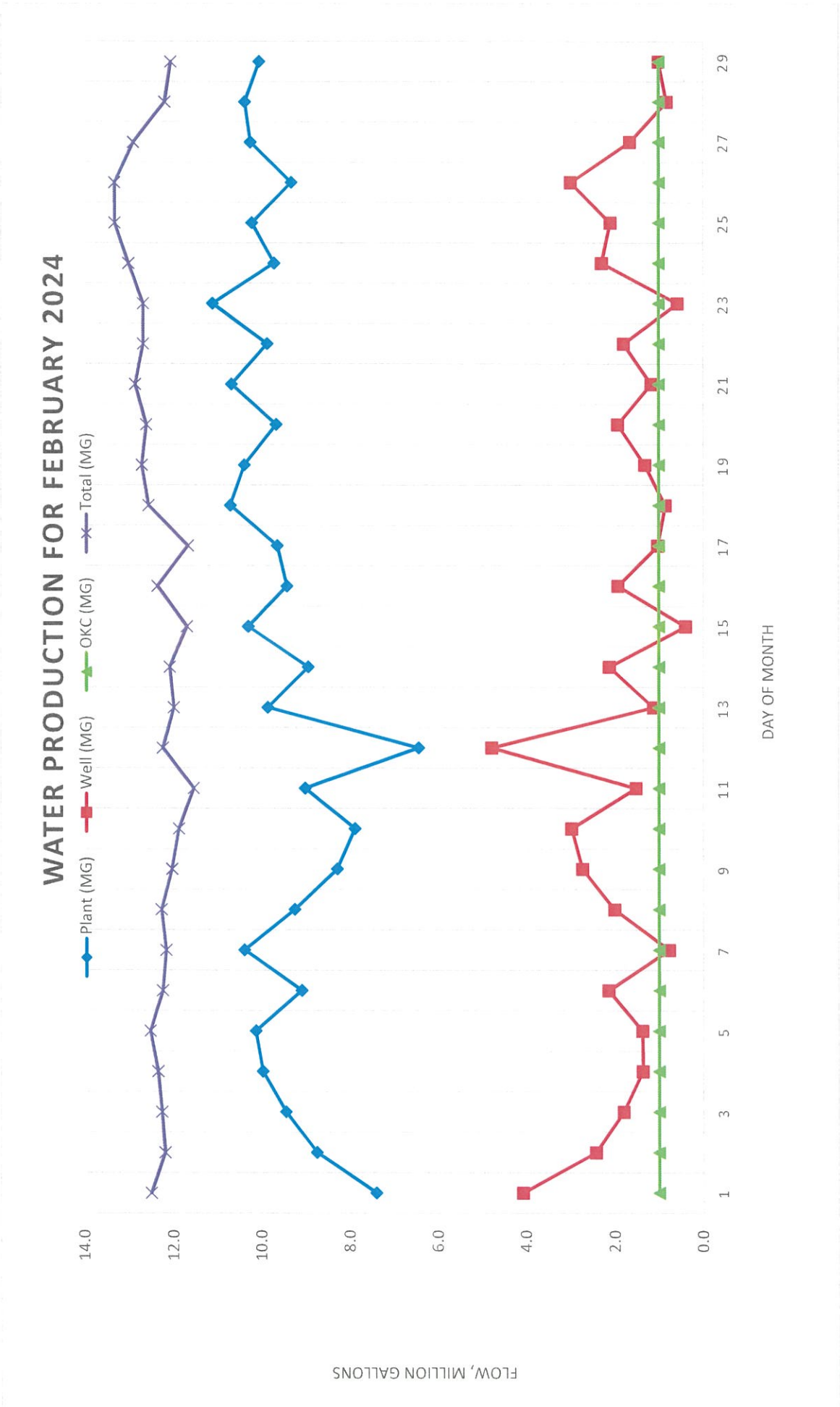
MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION — MONTH: February-2024

	FYE 2024		FYE 2023	
Water Supply	This month	Year to date	This month	Year to date
Plant Production (MG)	276.53	2451.04	145.06	2439.95
Well Production (MG)	53.11	1029.62	150.58	1097.72
Oklahoma City Water Used (MG)	28.99	243.12	28.27	240.24
Total Water Produced (MG)	358.62	3723.78	323.91	3777.92
Average Daily Production	12.37	15.26	11.57	15.61
Peak Day Demand				
Million Gallons	13.31	23.32	13.32	25.52
Date	2/26/2024	9/4/2023	2/27/2023	7/27/2022
System Capacity (see note 1)	25.78	25.78	25.78	25.78
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
Costs				
Plant	$656,047.40	$5,452,486.95	$633,435.95	$5,381,948.42
Wells	$266,183.98	$2,035,176.86	$250,703.87	$2,047,516.62
OKC	$105,017.64	$769,107.91	$102,194.35	$736,151.68
Total	$1,027,249.02	$8,256,771.72	$986,334.17	$8,165,616.72
Cost per Million Gallons				
Plant	$2,372.46	$2,224.56	$4,366.75	$2,205.76
Wells	$5,012.41	$1,976.63	$1,664.94	$1,865.24
OKC	$3,623.05	$3,163.54	$3,615.07	$3,064.21
Total	$2,864.47	$2,217.31	$3,045.12	$2,161.41
Water Quality				
Bacterial Samples in Compliance	100	808	100	796
Bacterial Samples out of Compliance	0	2	0	4
Total number of inquiries (Note 2)	0	18	5	26
Total number of complaints (Note 2)	4	44	3	52
Number of complaints per 1000 service connections	0.10	1.07	0.08	1.35
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	7	1	1
Public Education				
Number of tours conducted	1	10	0	4
Number of people on tours	24	161	0	110

Notes:

Staff replaced CO2 booster pump at well 31. Pumps and motors have been replace at wells 60, 43 and 3.
Staff replaced ozone diffusers in ozone contact basin. Repair CO2 feed line going to ozone conact basin.
Baker Brothwers electric repaired damaged meter base at well 8. Staff added CO2 storage tank to SCADA.


WATER PRODUCTION FOR FEBRUARY 2024
Plant (MG)
Well (MG)
OKC (MG)
Total (MG)
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
FLOW, MILLION GALLONS
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
DAY OF MONTH

MONTHLY TRANSFER STATION REPORT
February 2024

	TONS PER MONTH	REVENUE PER MONTH
O.U.	355.08	$19,454.12
STANDARD GATE	1,749.57	$147,163.08
RESIDENTIAL	506.25	$19,934.60
TOTALS:	2,610.90	$186,551.80

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	488.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	9110.83
# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
TOTAL LOADS BROUGHT TO LANDFILLS:	488.00
GRAND TOTAL TONS TO LANDFILLS	9,110.83
DISPOSAL COST PER TON (OKC)	$22.91
TIPPING FEE'S FOR DUMPING AT OKC:	$208,729.12
GRAND TOTAL TIPPING FEE'S	$208,729.12
# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	629.00
# OF TONS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	3751.77
# OF LOADS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	401.00
# OF TONS BROUGHT TO TRANSFER STATION RESIDENTIAL SANITATION TRUCKS:	2495.58
TOTAL LOADS BROUGHT TO TRANSFER STATION:	1030.00
TOTAL TONS BROUGHT TO TRANSFER STATION:	6247.35
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	215.29
TOTAL TONS RECEIVED AT TRANSFER STATION	9073.54

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2024

	FYE 23		FYE 24	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
Vehicle Accidents	2	21	1	7
On The Job Injuries	1	4	0	0
Bulk Pickups	40	173	55	218
Refuse Complaints	120	473	90	430
New Polycarts Requests	48	383	49	185
Polycarts Exchanges	7	80	8	21
Additional Polycart Requests	66	443	73	216
Replaced Stolen Polycarts	29	153	19	76
Replaced Damaged Polycarts	51	731	57	191
Polycarts Repaired	25	319	19	122

COMPOST MONTHLY REPORT

FEBRUARY 2024

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	215.29
LANDFILL TIPPING FEE'S	$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 4,932.29
TONS BROUGHT IN BY PUBLIC:	1,800.00
TONS BROUGHT IN BY CONTRACTORS :	2,300.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	300.00
LANDFILL TIPPING FEE'S	$ 22.91
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 100,804.00
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 105,736.29
REVENUE COLLECTED FROM COMPOST SALES:	**$1,780.00**
REVENUE COLLECTED FROM GATE SALES:	**$9,800.00**
TOTAL TONS COLLECTED	**4,615.29**

	MULCH CUBIC YDS MONTH	COMPOST CUBIC YDS MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN		**33**
DRYING BEDS	**2,000**	
COMPOST SOLD BY CUBIC YARDS		**178**
MULCH SOLD BY CUBIC YARDS	**2,600**	
TOTAL:	**2,000**	**211**

CURBSIDE MONTHLY RECYCLING REPORT	
	Feb-24

PROGRAM STATISTICS	
	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	80%
AVERAGE TONS PER DAY :	10.25
POUNDS PER HOME:	8.46

COMMODITY BY TON		
	% of Total	TONS
ALUMINUM BEVERAGE CAN	2.10%	6.24
#1 PET	5.50%	16.34
NEWS	0.00%	0
GLASS CONTAINERS	5.72%	16.99
MIX PAPER	33.40%	99.22
PLASTIC FILM	0.57%	1.69
#2 NATURAL	0.90%	2.67
#2 COLOR	1.10%	3.27
#3-#7	0.00%	0
METAL	0.82%	2.44
RIGIDS	0.89%	2.64
TIN-STEEL SCRAP	3.30%	9.8
TRASH	28.30%	84.07
OCC	17.40%	51.69
TOTAL	**100.00%**	**297.06**

	MONTH
SERVICE CALLS (MISSES)	47
HOUSESIDE	7
REMINDER	2
SCATTERED	0
MISC.	0
REPAIR	16
NEW	29
ADD	5
MISSING	11
EXCHANGE	2
REPLACE	10
PICK UP	26
TOTAL CALLS	155.00

	MONTH
LANDFILL COST AVOIDANCE	$5,866.94

Drop Center Report February

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	$ Diverted
ALUMINUM:	$1,050.00	$0.00	0	0	0%	$22.91	236.46	$5,417.30
PLASTICS:	$5.00	$0.00						
STEEL CANS:	$0.00	$0.00						
MIXED OFFICE PAPER:	$0.00	$0.00						
CARDBOARD:	$90.00	$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer				
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	0.18	0.09	0.29	0.02	0.58	$0.00	$609.00	$609.00
PLASTICS:	3.07	1.26	5.79	0.45	10.57	$0.00	$52.85	$52.85
STEEL CANS:	0.18	0.09	0.29	0.02	0.58	$0.00	$0.00	$0.00
MIXED OFFICE PAPER:	1.79	1.7	7.71	0	11.2	$0.00	$0.00	$0.00
CARDBOARD:	19.92	11.19	32.84	2.32	66.27	$0.00	$5,964.30	$5,964.30
RECYCLING CENTER TOTALS:	25.14	14.33	46.92	2.81	89.2	$0.00	$6,626.15	$6,626.15

Commercial Cardboard Containers		Compactors		Wood		Glass		Metal	
TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues
45.57	$4,101.30	3.14	$282.60	0	$0.00	21.88	-$501.27	3.04	$271.90
								Cost	$0.00
								Profit	$271.90

Expenses	Average hrly+ benefits		$26.78		
	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total
Hours	52	204	6	16	278
Labor $	$1,392.56	$5,463.12	$160.68	$428.48	$7,444.84
Vehicle cost	$0.00	$0.00	$0.00	$0.00	$0.00

Customer Revenue
$12,377.80

Total All Recycle and Cardboard	
Tons	Revenues
162.83	$10,780.68

Total Recycle Only	
Tons	Revenues
47.85	$432.48

Total Cardboard	
Tons	Revenues
114.98	$10,348.20

Revenue	Income	Expense	Net
	$23,158.48	$7,444.84	$ 15,713.64

File Attachments for Item:

7. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION AND APPROPRIATION IN THE AMOUNT OF $6,500 FROM ROBERT KEYES FOR THE PURCHASE OF A VISUALLY RESTORED ANTIQUE WELL PUMP TO BE DISPLAYED AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Chris Mattingly, Director of Utilities

PRESENTER: Chris Mattingly, Director of Utilities

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION AND APPROPRIATION IN THE AMOUNT OF $6,500 FROM ROBERT KEYES FOR THE PURCHASE OF A VISUALLY RESTORED ANTIQUE WELL PUMP TO BE DISPLAYED AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

During the summer of 2014, the old Norman Utilities building known as 1 West Gray was demolished and taken out of service. During demolition of the building, Norman staff discovered (2) 300 foot deep, brick lined water wells were still present. Staff hired a local Norman well driller, AEI, Robert Keyes, to send a video camera into the wells and his company confirmed the depth of the brick constructed wells. With this information, the decision was made to place metal lids on the wells until more information was determined about their origin. Staff researched the well history and this area appears to be within the area where Norman's first deep wells were drilled in 1903. These two 300 foot wells appear to have been used to pump water using diesel engines or their precursor for our town's use and fire protection. Parks and Utilities staff enlisted the expertise of citizens well-versed in local history to volunteer their ideas and time for the potential restoration of these two wells, which are intended to serve as a historical marker branching off from the current Legacy Trail.

DISCUSSION:

One of the members of the informal committee, Rick McKinney, researched the pumps used in these kind of wells in the early 1900's and found a replica at a local pump dealer's scrap yard. He obtained a price to have the pump refurbished and painted at $13,000. The local vendor, from Moore, has also included delivery in the quoted price, which is significant as the pump weighs 5,000 pounds. As this is a specialized early 1900's pump, they are not readily available and staff asks that this be a sole source purchase (City Code, Section 12-204(b.2). One of the committee members, Robert Keyes, stated he would pay for half of the refurbished pump if the City of Norman would cover the other half of the cost.

Staff would like to move forward with this purchase and intends to have it installed as a part of the future "History of Norman's Water" historical marker. Andy Rieger has drafted a historical

message to be transcribed onto a historical sign and we are working with the historical sign committee to possibly include it within their current sign projects.

In accordance with City Code Section 12-111, any donation valued above $250 shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies. This is a private, unsolicited donation from Robert Keyes in the amount of $6,500 to be used for the purchase of a visually restored well pump to be installed at the location of Norman's first deep well.

This equipment will be placed on public display as a historical element and will not be used in the water distribution system.

RECOMMENDATION:

It is recommended that the $6,500 donation be accepted, deposited into Water Fund Donations (Account 319-363373), and appropriated to Water Treatment Plant - Minor Equipment & Tools – Other (Account 31955234-43699) for the purchase of the pump.

File Attachments for Item:

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $5,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: David Grizzle

PRESENTER: David Grizzle, Emergency Management Coordinator

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF $5,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT

BACKGROUND:

In December 2023, 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 December 2023, 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 purchases of needed equipment and enhancements on the emergency management response trailer.

RECOMMENDATION:

It is therefore recommended the Grant received in the amount of $5,000 be receipted into the Special Grants Fund, revenue account Emergency Management/Other Revenue (226-333360) and allocated to Emergency Management/Minor Equipment and Tools (Account 22695508-43610; Project GF0029).

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 24 - 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 201 W Gray Street, Norman, Ok 73069-7108.

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. 6HITEP200045-03-03, 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 ("ASPR"), Medical Reserve Corps Program ("MRC Program");

WHEREAS, Organization is either houses or is itself 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, 2024 (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 $5,000.00. 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 19 of this Agreement. Any changes of payment method would require a modification signed by both parties.

3. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described,

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

Organization agrees, during the Term of this Agreement, by performing the following criteria below:

a. Has 501c (3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf.
b. Organization receiving the funds must be registered and active on SAM.gov.
c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in their award application.
d. Submission of Deliverable 1 using the template provided by NACCHO and signed contract by May 03, 2024 (Required to receive 100% of payment - See Appendix A)
e. Submission of Deliverable 2 by July 29, 2024– See Appendix B. If not completed by July 29, 2024, 50% of received payment shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
f. Submission of Deliverable 3 by March 2025 – See Appendix C. All awardees will be required to complete a final project survey as part of the funding agreement. Completion is required to be considered in the next MRC award selection.

4. INDEMNIFICATION: To the extent permissible by law, Organization agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Organization's services under this Agreement, including, but not limited to, any accident or injury to persons or property.

5. 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.

6. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

7. 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.

8. PUBLICATION: All Organization publications, including research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: (1) A specific acknowledgment of ASPR grant support, such as: "Research reported in this [*publication/ press release*] was supported by [*name of the program office(s), or other ASPR offices*] the Department of Health and Human Services Office of the

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

Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)]." (2) A disclaimer that says: "The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of health and Human Services Office of the Assistant Secretary for Preparedness and Response."

9. 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 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 or other mutually agreed venue, 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.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Organization for services rendered through the date of termination.

11. 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.

12. 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.

13. 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).

14. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles,

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

and Audit Requirements for HHS Awards), and 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein. The terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Public Health Service Act, Section 301 (42 U.S.C. 241), "Research and Investigations" Section 319L of the PHS Act "42 U.S.C. 247d-7e), "Biomedical Advanced Research and Development Authority." (2) Terms and conditions of the award; (3) CFR Part 75; (4) HHS Grants Policy Statement.

15. 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.

16. LOBBYING RESTRICTIONS AND DISCLOSURES: Organization must comply with 45 CFR Part 93.

17. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

18. PROCUREMENT: Organization must comply with procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

19. 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.

20. 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

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

1201 (I) Eye Street NW 4th Fl.
Washington, DC 20005
Tel. (202) 783-5550
Fax (202) 783-1583
Email: mrc@naccho.org

FOR ORGANIZATION:

Legal Address:
City of Norman Oklahoma
Attn.: David Grizzle
201 W Gray Street
Norman, Oklahoma 73069-7108
Tel. 1-405-245-9522
Email: david.grizzle@normanok.gov

Check Mailing Address:
OKMRC District 10 MRC- Norman/
Cleveland County
Attn: Emergency Management
415 E. Main
Norman, Oklahoma 73071

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:

By: _____

Name: Jerome Chester
Title: Chief Financial Officer
EIN: 52-1426663
UEI: SRH7DCCTU3G7
Date: _____

ORGANIZATION:
Authorized Signature:

By: _____

Name: Larry Heikkila
Title: Mayor
EIN: 73-6005350
UEI: MTD4M7LKSKJ4
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
ORGANIZATION **_City of Norman**	DATE SIGNED

BUDGET GUIDELINES

Applicants must provide the following elements as part of the budget submission:

- Provide detailed line item budget of direct and indirect costs
- Provide quantity or number of units and cost per unit (column B & C) for each line item
- Provide detailed cost justification and cost breakdowns (column E) for each line item

Detailed Line Item Budget (Template on Tab 2)

Applicants must provide a detailed line-item budget **(in Microsoft Excel or similar spreadsheet format)** outlining specific cost requirements within each of the summary budget categories. outlining specific cost requirements within each of the summary budget categories.

- The budget should be for the entire project period and may not exceed the period of performance **(i.e., spending and contracts must not exceed the period of December 1, 2023, to September 29, 2024).**
- To calculate the total indirect costs, add the formula from the comment in cell D43, replacing X (column C43) with your percentage for indirect rate.

Math Calculations

All expense calculations, line-item subtotals, and the final budget total must be reviewed to ensure accuracy. **The budget grand total should not be less than and/or exceed funding tier level requested in the application.**

- Cost breakdowns in the justification should add up to the line item
- Line items should add up to the subsection costs
- Subsections should add up to the total costs

1. Personnel – Identify staffing requirements by each position title and brief description of duties. List annual salary of each position, percentage of time and number of months devoted to project. Employee calculations must be prorated for the period of performance (e.g., Administrative Director: $30,000/year x 25% x 9 months ; calculation: $30,000/12 = $2,500 x 25% x 9 months = $5,625). Please include relevant monitoring and evaluation staff. Staff must be employed with the health department or entity with which the contract is to be executed. For any position which is currently unfilled the applicant should describe their plan for filling the role within the first 12 weeks of project start. This description could include reassignment of current staff or expedited hiring practices utilized by the department. Any individuals to be hired as consultants or contractors should be in the "Contracts or Professional Services" section of the budget including hiring individuals through staffing agencies.

Fringe Benefits - State benefit costs separately from salary costs and itemized the cost for each staff member for each category - specify the type of fringe benefit and rate. Supporting documentation must be uploaded in the "Administrative Information" section of the online application.

2. Contracts or Professional Services – For each subgrant/contract please provide a **detailed line item breakdown explaining specific services**. For any consultant or sub-contractor the applicant has already identified please provide specific names and brief description of any existing relationship between contractor and the applicant. If the applicant intends to select contractor/subgrantee through a competitive process please describe how this process can expedited by the applicant. Due to the short timeline of this award it is essential that awardees demonstrate their ability to draw down grant funds by the deadline.

3. Materials and Supplies - List items separately using unit costs (and the percentage of each unit cost being charged to the grant, if applicable). For photocopying, postage, telephone/fax, printing, and office supplies (e.g., Telephone: $50/month x 50% = $25/month x 9 months = 225. For any telecommunications expenses or video surveillance equipment in the budget (including any reimbursement for cell phone/data for staff), please include the name of the manufacturer and/or service provider and details such as the model of equipment. Supplies and materials may not exceed $5,000 per unit cost. Individual items or "systems" over $4,000 should be supported by links to the website to verify costs or multiple price quotes to ensure the items selected are reasonably priced.

4. Travel - Provide the number of staff traveling, name of event, dates of event, purpose of travel relates to the project, and itemize lodging, meals, and incidental expenses for each person in attendance. Lodging and meals for travelers, based on location(s) of travel must not exceed federal per diem rates. Itemized mileage cost to include the approved 2023 federal mileage reimbursement rate $0.655/mile and the total number of miles for each trip. Vehicle fuel/maintenance and insurance should not be included in the budget, as these are covered under the federal mileage reimbursement rates for transportation costs. Events e.g., conferences, meetings, trainings must occur within the period of performance (December 1, 2023, to September 29, 2024).

5. Other Expenses - Provide a breakdown of specific direct costs budgeted, how each relates to program objectives, and the percentage of costs attributed to this project.

6. Indirect Costs - Applicants must submit supporting documentation and proof of the indirect cost rates used if they are above 10%. Please ensure these documents are signed by a senior-level executive of the organization (e.g., CEO, CFO, etc.). Items such as rent, utilities, telecoms, etc. are typically covered under your organization's indirect costs and should therefore not be budgeted under "Other Expenses" if you are also budgeting for indirect costs.

Approved Telecommunications Companies and Entities (Equipment & Electronic Devices)

If your budget includes any equipment purchases, you will be required to identify the specific equipment (e.g., computers, laptops, tablets, cellphones (including cellphone plans)) in your budget that the planned purchases will be made from manufacturers and service providers that do not fall under the ban on Chinese service providers (per section 899(b) of the National Defense Authorization Act). To ensure your planned equipment purchases are allowable, the list of pre-approved manufacturers are below:

- Computers, smart phones, tablets: Apple Dell, Google, HP, Lenovo, Microsoft, Motorola Mobility / Motorola Solutions, Samsung and Toshiba
- Internet and cell phone providers: AT&T, Comcast, T-Mobile/Sprint and Verizon
- Software: Adobe, Apricot360, Canva, McAfee, Microsoft, QuickBooks, Tableau, Windows and Zoom

Unallowable Costs

1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
2. Donations/Contributions (FAR 31.205-8)
3. Entertainment (FAR 31.205-14) – The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs, and similar organizations are unallowable.
4. Contingencies (FAR 31.205-7)
5. Bad Debts (FAR 31.205-3)
6. Fines and Penalties (FAR 31.205-15) – The costs of fines and penalties for violating federal, state, or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
7. Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation, and goodwill from business combinations is unallowable.
8. Losses on Contracts (FAR 31.205-33) – The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.
9. Organizational (FAR31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Food – Direct charges for meals/food and beverages are only allowable if served at a training opportunity that is eight (8) hours or longer. Applicants must make this clear in the cost justification column.
11. Alcohol – Alcohol is expressly unallowable under all circumstances.
12. Promotion – This cost is unallowable if the primary purpose is to promote a company's image or products or service.
13. Personal Use – Personal use of anything as compared to business purpose is unallowable.
14. Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
15. First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances. Please contact NACCHO staff about these exceptions as needed.
16. Legal Costs – Certain legal costs are unallowable. In order for legal costs to be allowable the costs must be documented by scope of work, rate description and work product. Please contact NACCHO staff regarding the circumstances that these costs are allowable or not. Claims against the government and defense of certain fraud proceedings are unallowable.
17. Certain Travel Costs – Hotel, meals, and incidentals are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration.
18. Equipment, defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000 (2 CFR § 200.33), is unallowable. Whenever possible, clearly itemize expenses to demonstrate that no single expense is $5,000 or more per unit. Equipment systems that require multiple components are not allowable unless each sub-component can function independently. Individual items or "systems" that are $4,000 or more should include documentation of 3 price quotes to demonstrate reasonable costs or links to websites to verify prices of the items. High priced items should also include justification of how it meets the mission requirements of the MRC unit or state.
19. Salaries for personnel, consultants, or contractors- Budgets are subject to federal caps on salary. No Federal funds can be used to pay the salary of an individual at a rate in excess of the rates included in the Executive Level II payscale. The 2023 cap on Senior Executive salaries is $212,100 annually (i.e., $17,675 monthly, $102 hourly). Note that the salary rate limitation does not restrict the salary that an entity may pay an individual working under a federal contract or order; it merely limits the portion of that salary that may be paid with federal funds.
20. Gift cards/incentives - Gift cards to specific stores/merchants (e.g., Amazon, grocery store) are subject to prior approval by NACCHO. Cash Gift cards and Gas cards are not allowable".
21. Vehicles and auto maintenance costs are not allowable.
22. Renovations to buildings, land, or other capital assets are not allowable.
23. Volunteer uniforms or unit T-shirts are not allowable with the exception of safety vests or similar items that are necessary for the safety of volunteers during deployments.

MRC Operatic
Budget Period December 1

MRC Unit Name & Number or State (for State Coordinators):	
Sponsoring Agency Name:	
MRC Unit Point of Contact or State Coordinator Name:	
POC Email:	

Description of Line Item	Quantity or Number of Units	Cost Per Unit
1. Direct Labor		
Personnel Subtotal		
e.g., Retirement (X%)		
Fringe Benefits Subtotal		
Subtotal of Personnel & Fringe Benefits		
2. Contracts or Professional Services		
Installation of Awning	1	667.77
Subtotal of Contracts/Professional Svcs		
3. Materials and Supplies		
Subtotal of Materials/Supplies		
4. Travel		
Subtotal of Travel		
5. Other Expenses		
Awning for response trailer	1	2006.51
Extension cords for shelter generators	4	89.28

Utility cart	1	84
Hand tow dolly to move trailers	1	227.99
Outdoor chairs for events	5	69.99
HandHeld radios for volunteers during events	1	408.90
Collapsable traffic cones with lighting	15	49.99
Utility ladder	1	159.99
		Subtotal of Other Expenses
Subtotals		
		Subtotal of Direct Costs
		Organization Indirect Rate (X%)
Grand Total		

ɔnal Readiness Awards
ı, 2023 through September 29,2024

OKMRC District 10 MRC- Norman/ Cleveland County

City of Norman Emergency Management

David Grizzle

david.grizzle@normanok.gov

Total Requested Amount	Cost Justification *Include description, how the item meets the intend of the funding/misson of the MRC, and other information to support the cost.*
$ -	
$ -	
$ -	
$ -	
$ -	
$ -	
$ 655.69	Labor cost to install awning, verbal quote based on material expected to be required for installation
$ 655.69	
$ -	
$ -	
$ -	
$ -	
$ -	
$ -	
$ -	
$ -	
$ -	
$ 2,006.51	Volunteer protection from sun and weather elements in the utilization of the response trailer for emergency response and basic first aid events
$ 357.12	Provide for proper separation between MRC Insulated tent, HVAC, and power generation that addresses noise and fume issues impacting interaction between volunteers and victims in emergency response and basic first aid events

$	84.00	Improve safety and effectiveness of volunteers in emergency response and basic first aid event support when significant distance exist between asset staging area and deployment sites
$	227.99	To be utilized for transportation trailer and highway electronic sign trailer for use in storage, staging, and mobilization/demobilization supporting volunteers and victims in emergency response and basic first aid events
$	349.95	Volunteer support in long duration and/or large geographic footprint remote support location for emergency response and basic first aid support at deployment, informational, traffic control and parking sites
$	408.90	Volunteer communication support between unit and site coordinators and volunteers in large geographical footprint emergency response and basic first aid event support with different staging, logistical, operational and partner coordinator sites
$	749.85	Support volunteer activations for emergency response and basic first aid event parking and traffic control function
$	159.99	Improve safety and accessibility for volunteers deploying response trailers and insulated HVAC tents in emergency response and basic first aid events
$	**4,344.31**	
$	**5,000.00**	
$	**-**	Note: Use organization indirect rate to replace "0" in formula (e.g., for a rate of 7%, cell B43 should contain =ROUND(B42*7%,2).
$	**5,000.00**	

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-132 & E-2324-133: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $2,450 TO STONEWALL HOMES, LLC FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/26/2024

REQUESTER: Brandon Brooks, Capital Projects Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-132 & E-2324-133: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $2,450 TO STONEWALL HOMES, LLC FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a $50 million bridge replacement and rehabilitation bond issue, which includes eighteen (18) projects. The projects listed in the bond are intended to be completed with bond funds. However, federal funds will be pursued at every opportunity. Please see the attached project list and map showing the approved projects.

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the sixteen (16) bond projects still requiring design. The selection committee, consisting of three (3) City staff and two (2) citizens, shortlisted eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

On November 6, 2023, the City Manager approved the on-call right-of-way acquisition services contract for the 60th Avenue NE Bridge Replacement Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of $19,400.00.

The City's current construction cost estimate for the project is $2,712,554.00. This project will be funded with Bond Funds. No federal funds have been secured for FYE 2024. City staff anticipates an early Summer 2024 bid opening with construction starting in late Summer of 2024.

DISCUSSION:

Right-of-way acquisition necessary for the 60th Avenue NE Bridge Replacement Bond Project, consists of six (6) separate easements on four (4) parcels. Pinnacle Consulting Management Group (Pinnacle) assisted City staff in the preparation of offer letters to each property owner affected, based on the comparative values in the area as well as damages. These easements vary in size and were designed as small as possible to minimize impacts to the adjacent property. Right-of-way acquisition areas have been minimized on this project by utilizing temporary construction easements where possible to complete grading activities outside of the bridge improvements.

Four (4) easements from three (3) separate parcels for the 60th Avenue NE Bridge Replacement Project are being brought to City Council tonight for consideration of approval. For both parcels, staff received counter offers. After evaluation by staff and in the interest of moving the project forward, the counter offers were accepted.

Easement No.	Parcel No.	Grantors	Document	Cost
E-2324-132	1	Stonewall Homes, LLC	Temporary Construction Easement- 0.19 acres	$2,450.00
E-2324-133	4	Stonewall Homes, LLC	Permanent Utility Easement- 0.08 acres	
			Sub-Total	$2,450.00
E-2324-134	3	Elmer Bruehl and Krystal Bruehl	Permanent Roadway Easement- 0.40 acres	$11,050.00
E-2324-135	3.1	Elmer Bruehl and Krystal Bruehl	Temporary Construction Easement- 0.21 acres	
			Sub-Total	$11,050.00
			Total	$13,500.00

Funds are available to pay for these easements in the Bridge Maintenance Project Land (Account Org. 50596687, Object 46001, Project TC0254). Funds are being utilized out of the Bridge Maintenance capital account because the bond funds have not yet become available.

RECOMMENDATION 1:

Staff recommends the above described easements be accepted with payments and filing, where applicable, be directed thereof.

The City of
NORMAN
201 West Gray, Bldg. A · P.O. Box 370
Norman, Oklahoma 73069 · 73070

SUMMARY OF ACQUISITION

CITY: Norman, J/P: 22T28060 PROJECT: 60th Ave NE over Rock Creek PARCEL(S) 1, 4

PROPERTY LOCATION: Section 18, Township 9N, Range 2W, Cleveland County

BUYER: **City of Norman, Oklahoma**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Stonewall Homes, LLC
P.O. Box 6406
Moore, OK 73153

ASSIGNMENT: Stonewall Homes, LLC

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: Parcel 1 – 0.19 Acres of Temporary Construction Easement

Parcel 4 – 0.08 Acres of Utility Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Temporary Construction Easement for Parcel 1 for 0.19 Acres
Utility Easement for Parcel 4 for 0.08 Acres
_____ for Parcel ____ for _____ Acres

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: $2,450.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.
Sta. 10+50.91 RT to Sta. 11+96.00 RT. Contractor to construct Woven Wire Fence with steel corners and H-braces.
ODOT standard RWF2-3.
Sta. 12+33.14 RT. Contractor to construct 22' concrete drive and add curbs to match existing drive.
Contractor is not to disturb 4 trees in the TCE as shown on P&P sheet number R002.
Contractor will be required to clear/grub the trees/brush and removed from the project site.
All areas outside of the TOC/TOS and in the TCE that are disturbed be restored and sodded.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of $2,450.00 to Stonewall Homes, LLC
Check in the amount of _____ to _____
Check in the amount of _____ to _____

PROPERTY OWNER/SELLER
Pete V. Jackson, Member
DATE 2/22/24

PROPERTY OWNER/SELLER
Jennifer E. Jackson, Member
DATE 2/22/24

ACQUISITION AGENT
George Smith, contracted by the City of Norman
DATE 2-22-24

RW FORM ACQ 220

Project: 60th Ave NE over Rock Creek
J/P #: 22T28060
Parcel #: 1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Stonewall Homes, LLC
of Cleveland County, State of Oklahoma, for and in consideration of the sum of One and No/100 ----------

DOLLAR ($ 1.00) and other good, valuable and consideration, has/have this day sold to the City of Norman, Oklahoma

a temporary easement over the following described land, to-wit:

See attached Exhibit A – Legal Description and Map

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

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, that it is the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except none.

The undersigned owner(s) hereby designate and appoint itself as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 22nd day of February, 2024.

Pete V. Jackson, Member

Jennifer E. Jackson, Member

R/W Form 43 City
Revised 02-07

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____ _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Pete V. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25 _____
Commission No. 21012394 Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP: 09/20/25 PUBLIC STATE OF OKLAHOMA

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Jennifer E. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, 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 LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25 _____
Commission No. 21012394 Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP: 09/20/25 PUBLIC STATE OF OKLAHOMA

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

City Manager

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 19 day of March, 2024.

Elizabeth Muckala

CITY ATTORNEY

Project: 60th Ave NE over Rock Creek
J/P #: 22T28060
Parcel #: 4

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stonewall Homes, LLC

of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One and No/100 Dollars ---------- ($1.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Norman, Oklahoma hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

See attached Exhibit A – Legal Description and Map

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public roadway of facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public roadway and all roadway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public roadway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except none.

The undersigned Grantors hereby designate and appoint themselves as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 22nd day of February, 2024.

Pete V. Jackson, Member

Jennifer E. Jackson, Member

R/W Form 48
Revised 12-10

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____ _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ _____ _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____ _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Pete V. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25
Commission No. 21012394 Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP. 09/20/25 STATE OF OKLAHOMA PUBLIC

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Jennifer E. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, 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 LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25
Commission No. 21012394 Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP. 09/20/25 STATE OF OKLAHOMA PUBLIC

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

City Manager

(SEAL)

ATTEST:

_____

CITY CLERK

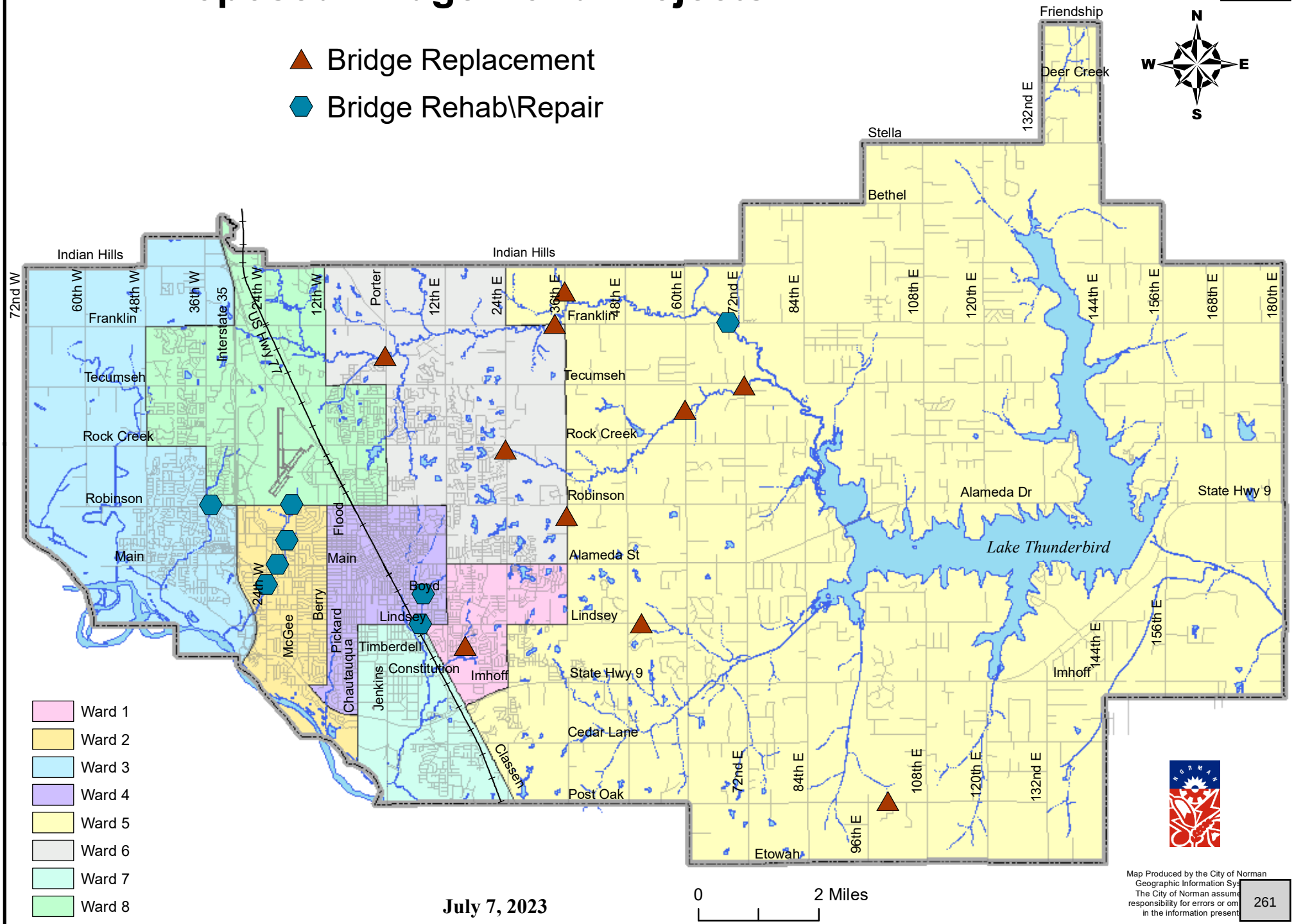
Approved as to form and legality this 19 day of March, 2024.

Elizabeth Ludlam

CITY ATTORNEY

2024	NBI #	Location	Estimated Cost	Ward
Replacement	09189	60th Avenue NE	$ 2,894,754.00	5
Major Repair	12549	Lindsey St. & Classen Blvd	$ 346,556.00	1, 4, 7
2025				
Replacement	26914	E. Post Oak	$ 2,038,295.00	5
Major Repair	18911	Main Street	$ 749,141.00	2
2026				
Replacement	09991	Franklin Road	$ 4,482,364.00	5 & 6
Major Repair	08335	24th Avenue SW	$ 1,864,403.00	2
2027				
Replacement	05274	North Porter Avenue	$ 15,361,759.00	6
2028				
Replacement	18802	24th Avenue NE	$ 4,822,829.00	6
Major Repair	19348	Franklin Road	$ 915,005.00	5
2029				
Replacement	06106	72nd Avenue NE	$ 4,942,618.00	5
2030				
Replacement	20394	Creekside Dr.	$ 2,277,044.00	2
Major Repair	10801	Iowa St	$ 408,654.00	2
2031				
Replacement	07923	Lindsey St	$ 1,784,763.00	5
Major Repair	12330	Boyd St	$ 547,588.00	4
2032				
Replacement	07545	36th Avenue NE	$ 2,703,731.00	5
Major Repair	19451	W. Robinson St	$ 1,384,294.00	3 & 8
2033				
Major Repair	05634	36th Avenue NE	$ 1,969,153.00	5 & 6
Major Repair	09865	West Robinson Street	$ 295,632.00	8 & 2

Proposed Bridge Bond Projects



FIRST AMENDMENT TO THE
SECONDED AMENDED AND RESTATED OPERATING AGREEMENT
OF
STONEWALL HOMES, L.L.C.,
AN OKLAHOMA LIMITED LIABILITY COMPANY

The undersigned, being all of the Members of Stonewall Homes, L.L.C., an Oklahoma Limited Liability Company, do hereby execute this First Amendment to the Second Amended and Restated Operating Agreement of Stonewall Homes, LLC, effective the 13 day of July, 2012, to reflect the sale and assignment of 100 Units from Stonewall Homes, LLC to Jennifer E. Jackson, and to evidence the approval and consent of the Members as required by the Operating Agreement.

From and after the 13 day of July, 2012, the records of the Company shall reflect the Membership Units by each Member as follows:

Pete V. Jackson	100 Units
Jennifer E. Jackson	100 Units

STONEWALL HOMES L.L.C., an Oklahoma Limited Liability Company

PETE V. JACKSON, Member

Jennifer E. Jackson

JENNIFER E. JACKSON, Member

(Being all of the Members of Stonewall Homes, L.L.C, an Oklahoma Limited Liability Company)

CERTIFICATE OF MEMBERSHIP
OF
STONEWALL HOMES, L.L.C.,
An Oklahoma Limited Liability Company

THIS CERTIFICATE is executed by and on behalf of STONEWALL HOMES, L.L.C., an Oklahoma Limited Liability Company, organized pursuant to 18 O.S. § 2000, et seq., for the purpose of engaging in all lawful business for which limited liability companies may be organized under the Oklahoma Limited Liability Act, 18 O.S. § 2000, et seq. The undersigned has subscribed for and has been issued in consideration for cash, property or services, the following Units of ownership of STONEWALL HOMES, L.L.C., an Oklahoma Limited Liability Company:

Name	**Units of Membership**
Jennifer E. Jackson	100

The Units evidenced hereby are restricted pursuant to the Articles of Organization and that certain Operating Agreement, as may be amended, of STONEWALL HOMES, L.L.C., an Oklahoma Limited Liability Company and may not be transferred or exchanged except in accordance therewith and any purported transfer or exchange shall be null and void and of no further force and effect and shall specifically not be binding upon the limited liability company to acknowledge such transfer or exchange.

STONEWALL HOMES, L.L.C., an Oklahoma Limited Liability Company

By:_____
PETE V. JACKSON, Manager

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-134 & E-2324-135: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $11,050.00 TO ELMER BRUEHL AND KRYSTAL BRUEHL FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/26/2024

REQUESTER: Brandon Brooks, Capital Projects Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENTS E-2324-134 & E-2324-135: A TEMPORARY CONSTRUCTION EASEMENT AND PERMANANENT UTILITY EASEMENT AND DAMAGES IN THE AMOUNT OF $11,050.00 TO ELMER BRUEHL AND KRYSTAL BRUEHL FOR THE 60TH AVE NE BRIDGE REPLACEMENT BOND PROJECT.

BACKGROUND:

On October 10, 2023, the citizens of Norman voted in favor of a $50 million bridge replacement and rehabilitation bond issue, which includes eighteen (18) projects. The projects listed in the bond are intended to be completed with bond funds. However, federal funds will be pursued at every opportunity. Please see the attached project list and map showing the approved projects.

On October 11, 2023, City staff advertised Request for Proposal RFP 2324-29 to solicit Consulting Engineering Services for the sixteen (16) bond projects still requiring design. The selection committee, consisting of three (3) City staff and two (2) citizens, shortlisted eight (8) consultant teams for interviews held on January 18, 2024. Also present at the interviews were the acting City Engineer and the City Auditor. The five (5) consultant teams selected after interviews to complete the design on these projects are:

- Garver, Norman
- H.W. Lochner, Oklahoma City
- MKEC, Oklahoma City
- Aguirre & Fields, Oklahoma City
- CEC, Oklahoma City

These consultants are being assigned the various projects by City staff based on capacity, performance during the interview process, and capabilities of their firm to complete a specific project.

On November 6, 2023, the City Manager approved the on-call right-of-way acquisition services contract for the 60th Avenue NE Bridge Replacement Project to Pinnacle Consulting Group, Inc. (Pinnacle) of Oklahoma City in the amount of $19,400.00.

The City's current construction cost estimate for the project is $2,712,554.00. This project will be funded with Bond Funds. No federal funds have been secured for FYE 2024. City staff anticipates an early Summer 2024 bid opening with construction starting in late Summer of 2024.

DISCUSSION:

Right-of-way acquisition necessary for the 60th Avenue NE Bridge Replacement Bond Project, consists of six (6) separate easements on four (4) parcels. Pinnacle Consulting Management Group (Pinnacle) assisted City staff in the preparation of offer letters to each property owner affected based on the comparative values in the area as well as damages. These easements vary in size and were designed as small as possible to minimize impacts to the adjacent property. Right-of-way acquisition areas have been minimized on this project by utilizing temporary construction easements where possible to complete grading activities outside of the bridge improvements.

Four (4) easements from three (3) separate parcels for the 60th Avenue NE Bridge Replacement Project are being brought to City Council tonight for consideration of approval. For both parcels, staff received counter offers. After evaluation by staff and in the interest of moving the project forward, the counter offers were accepted.

Easement No.	Parcel No.	Grantors	Document	Cost
E-2324-132	1	Stonewall Homes, LLC	Temporary Construction Easement- 0.19 acres	$2,450.00
E-2324-133	4	Stonewall Homes, LLC	Permanent Utility Easement- 0.08 acres	
			Sub-Total	$2,450.00
E-2324-134	3	Elmer Bruehl and Krystal Bruehl	Permanent Roadway Easement- 0.40 acres	$11,050.00
E-2324-135	3.1	Elmer Bruehl and Krystal Bruehl	Temporary Construction Easement- 0.21 acres	
			Sub-Total	$11,050.00
			Total	$13,500.00

Funds are available to pay for these easements in the Bridge Maintenance Project Land (Account Org. 50594019, Object 46001, Project No. TC0254). Funds are being utilized out of the Bridge Maintenance capital account because the bond funds have not yet become available.

RECOMMENDATION 1:

Staff recommends the above described easements be accepted with payments and filing, where applicable, be directed thereof.

The City of
NORMAN
201 West Gray, Bldg. A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

SUMMARY OF ACQUISITION

CITY: Norman, J/P: 22T28060 PROJECT: 60th Ave NE over Rock Creek PARCEL(S) 3, 3.1

PROPERTY LOCATION: Section 13, Township 9N, Range 2W, Cleveland County

BUYER: **City of Norman, Oklahoma**

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Elmer Bruehl and Krysta Bruehl, husband and wife
4607 E. Rock Creek Rd.
Norman, OK 73026

ASSIGNMENT: Elmer Bruehl and Krysta Bruehl

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: Parcel 3 – 0.40 Acres of Permanent Roadway Easement

Parcel 3.1 – 0.21 Acres of Temporary Construction Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Permanent Roadway Easement for Parcel 3 for 0.40 Acres
Temporary Construction Easement for Parcel 3.1 for 0.21 Acres
_____ for Parcel ____ for _____ Acres

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: $11,050.00

BUYER AND SELLER AGREE:

Payment includes Any and All damages.
Sta. 12+60.45 LT to Sta. 14+91.01 LT. Contractor to construct 5 Strand Barbed Wire with steel corners and H-braces. ODOT standard RWF2-3.
Sta. 15+85.32 LT to Sta. 22+31.13 LT. Contractor to construct 5 Strand Barbed Wire with steel corners and H-braces. ODOT standard RWF2-3.
Sta. 22+32.86 LT 48.98' and Sta. 22+32.71 LT 32.48. Contractor to tie in to existing fence as shown on P&P sheet number R002.
New fence will be tied into the new bridge as shown on P&P sheet number R002.
Contractor will be required to clear/grub the trees/brush and remove from the project site.
All areas outside of the TOC/TOS and in the TCE that are disturbed be restored and sodded.
The construction contractor is responsible for keeping the property secure at all times during construction to ensure that the livestock remains on the property.
The construction contractor will be required to carry insurance to cover liability if the livestock does not remain secure on the property.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of $11,050.00 to Elmer Bruehl and Krysta Bruehl

Elmer Bruehl — 2-28-2024
PROPERTY OWNER/SELLER — DATE
Elmer Bruehl

Krysta Bruehl — 02-28-2024
PROPERTY OWNER/SELLER — DATE
Krysta Bruehl

[signature] — 2-29-24
ACQUISITION AGENT — DATE
George Smith, contracted by the City of Norman

Project: 60th Ave NE over Rock Creek
J/P #: 22T28060
Parcel #: 3

Permanent Roadway EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Elmer Bruehl and Krysta Bruehl, husband and wife

of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten and No/100 Dollars ---------- ($10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Norman, Oklahoma hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

See attached Exhibit A – Legal Description and Map

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public roadway of facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public roadway and all roadway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public roadway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except none.

The undersigned Grantors hereby designate and appoint themselves as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 28th day of February, 2024.

Elmer Bruehl
Elmer Bruehl

Krysta Bruehl
Krysta Bruehl

R/W Form 48
Revised 12-10

Individual Acknowledgement

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public in and for this State, on this 28th day of February, 2024, personally appeared Elmer Bruehl and Krysta Bruehl

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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: 9-20-25
Commission No. 21012394

Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP. 09/20/25 STATE OF OKLAHOMA PUBLIC

Individual Acknowledgement

State of Oklahoma)
) §
County of)

Before me, in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of)

Before me, in and for this State, on this ____day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of)

Before me, in and for this State, on this____ day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

City Manager

(SEAL)

ATTEST:

_____

CITY CLERK

Approved as to form and legality this 19 day of March, 2024.

Elizabeth Muckala

CITY ATTORNEY

Project: 60th Ave NE over Rock Creek
J/P #: 22T28060
Parcel #: 3.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Elmer Bruehl and Krysta Bruehl, husband and wife
of Cleveland County, State of Oklahoma, for and in consideration of the sum of One and No/100 ----------

DOLLAR ($ 1.00) and other good, valuable and consideration, has/have this day sold to the City of Norman, Oklahoma

a temporary easement over the following described land, to-wit:

See attached Exhibit A – Legal Description and Map

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

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, that they are the owner(s) in fee simple of the above described tract that said tract is free and clear of all liens of any nature whatsoever except none.

The undersigned owner(s) hereby designate and appoint themselves as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the 28th day of February 2024.

Elmer Bruehl
Elmer Bruehl

Krysta Bruehl
Krysta Bruehl

R/W Form 43 City
Revised 02-07

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ a Notary Public _____ in and for this State, on this 28th day of February, 2024, personally appeared Elmer Bruehl and Krysta Bruehl

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their 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: 9-20-25
Commission No. 21012394

Notary Public

DRAVEN SMITH NOTARY # 21012394 EXP. 09/20/25 PUBLIC STATE OF OKLAHOMA

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ _____ for the uses and purposes therein set forth.

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

My Commission expires: _____
Commission No. _____

Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the City Manager and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

_____

City Manager

(SEAL)

ATTEST:

_____

CITY CLERK

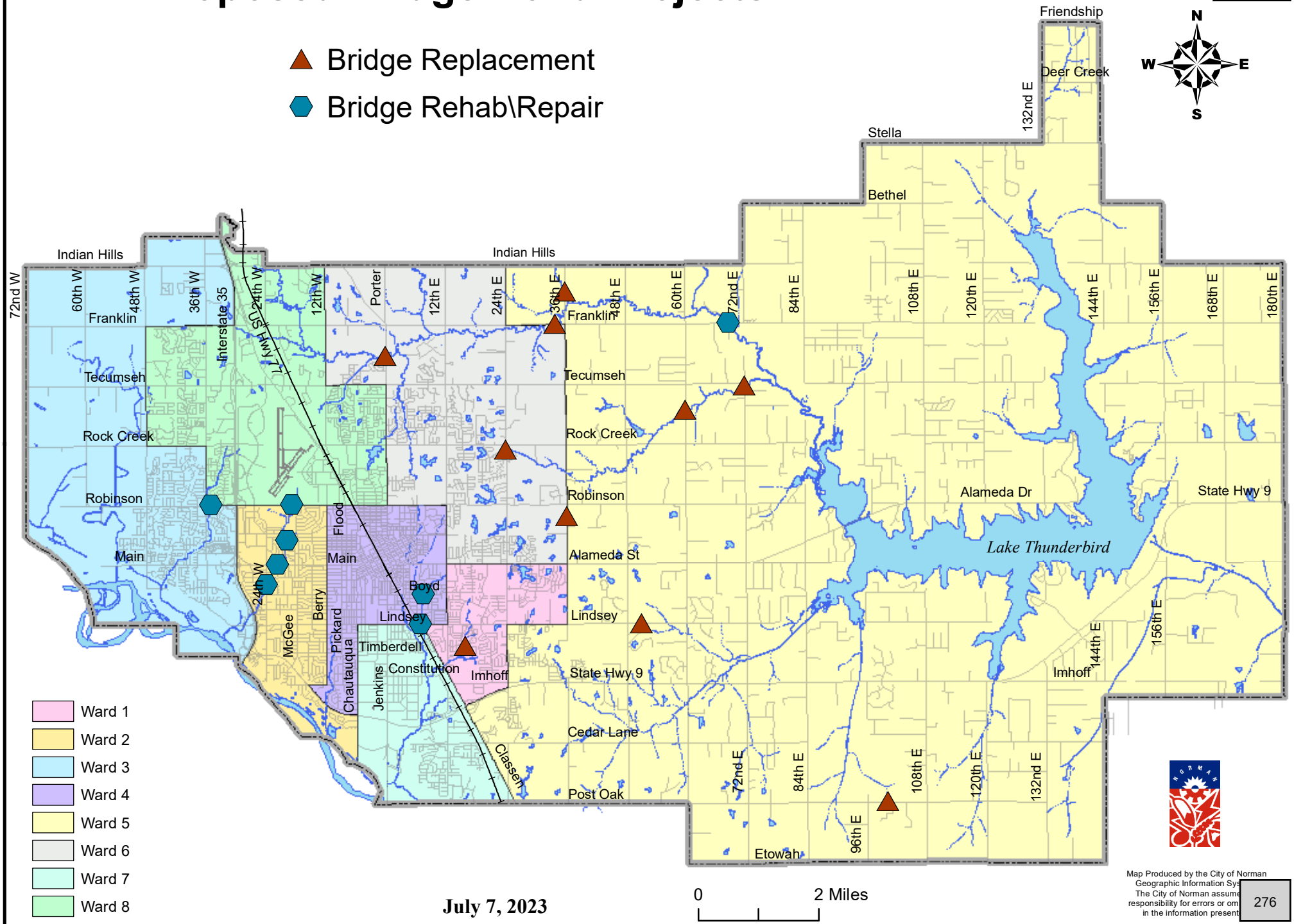
Approved as to form and legality this 19 day of March, 2024.

Elizabeth Muckala

CITY ATTORNEY

2024	NBI #	Location	Estimated Cost	Ward
Replacement	09189	60th Avenue NE	$ 2,894,754.00	5
Major Repair	12549	Lindsey St. & Classen Blvd	$ 346,556.00	1, 4, 7
2025				
Replacement	26914	E. Post Oak	$ 2,038,295.00	5
Major Repair	18911	Main Street	$ 749,141.00	2
2026				
Replacement	09991	Franklin Road	$ 4,482,364.00	5 & 6
Major Repair	08335	24th Avenue SW	$ 1,864,403.00	2
2027				
Replacement	05274	North Porter Avenue	$ 15,361,759.00	6
2028				
Replacement	18802	24th Avenue NE	$ 4,822,829.00	6
Major Repair	19348	Franklin Road	$ 915,005.00	5
2029				
Replacement	06106	72nd Avenue NE	$ 4,942,618.00	5
2030				
Replacement	20394	Creekside Dr.	$ 2,277,044.00	2
Major Repair	10801	Iowa St	$ 408,654.00	2
2031				
Replacement	07923	Lindsey St	$ 1,784,763.00	5
Major Repair	12330	Boyd St	$ 547,588.00	4
2032				
Replacement	07545	36th Avenue NE	$ 2,703,731.00	5
Major Repair	19451	W. Robinson St	$ 1,384,294.00	3 & 8
2033				
Major Repair	05634	36th Avenue NE	$ 1,969,153.00	5 & 6
Major Repair	09865	West Robinson Street	$ 295,632.00	8 & 2

Proposed Bridge Bond Projects



File Attachments for Item:

11. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT TO AMENDMENT TWO TO CONTRACT K-1617-137 AND MEMORANDUM OF UNDERSTANDING: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, SUMMIT LAKES PROPERTY OWNERS ASSOCIATION, SUMMIT LAKE VILLAS PROPERTY OWNERS ASSOCIATION, AND SUMMIT LAKES, L.L.C., FOR THE MISTY LAKE DAM REPAIR PROJECT, TO ALLOW THE CITY TO SUBMIT AN APPLICATION FOR HIGH HAZARD POTENTIAL DAM GRANT FUNDS, ADDRESSING OWNERSHIP TRANSFERS, FUND HANDLING AND OTHER MATTERS AS SET FORTH THEREIN.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Scott Sturtz, Interim Director of Public Works

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT TO AMENDMENT TWO TO CONTRACT K-1617-137 AND MEMORANDUM OF UNDERSTANDING: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, SUMMIT LAKES PROPERTY OWNERS ASSOCIATION, SUMMIT LAKE VILLAS PROPERTY OWNERS ASSOCIATION, AND SUMMIT LAKES, L.L.C., FOR THE MISTY LAKE DAM REPAIR PROJECT, TO ALLOW THE CITY TO SUBMIT AN APPLICATION FOR HIGH HAZARD POTENTIAL DAM GRANT FUNDS, ADDRESSING OWNERSHIP TRANSFERS, FUND HANDLING AND OTHER MATTERS AS SET FORTH THEREIN.

BACKGROUND:

The Summit Lakes Addition and the Summit Lake Villas Addition are located between 24th Avenue SE and 36th Avenue SE on Alameda Street. At the time of contract adoption, the Summit Lakes Addition was platted into ten different sections comprising 542 lots and the Summit Villas Addition is platted into 66 lots. The Summit Lakes Addition also originally included a proposed Section 11 that would contain 69 lots that has since final platted to include 66 lots.

There are seven lakes within the Additions that function as a storm water drainage system: Misty Lake, Heron Lake, Drake Lake, Hidden Lake, Willow Lake, StarCrest Lake, and Secret Lake. All of these improvements and amenities are currently owned, managed, maintained, and controlled by one or both of the Summit Lakes Property Owners Association and the Summit Villas Property Owners Association. On March 16, 2011, the Summit Lakes Property Owners Association was notified by the Oklahoma Water Resource Board (OWRB) that the dam associated with Misty Lake was being reclassified as a “high hazard” dam due to the potential downstream impacts on Alameda Street and nearby homes in event of a failure of the dam. On March 20, 2015, the Oklahoma Water Resource Board (OWRB) issued an emergency order and set an administrative hearing on April 14, 2015 due to the dangerous condition of the dam. Subsequent to the hearing, the OWRB issued a Consent Order on July 8, 2015 requiring the Summit Lakes Property Owners Association to lower the lake level three feet below the emergency spillway and maintain that level until the dam was repaired. The Consent Order also required the Summit Lakes Property Owners Association to prepare and submit engineering plans and to make

repairs as specified in the engineering plans. The engineering plans were completed and the cost of necessary repairs was estimated to be within the range of $ 595,000 to $700,000.

Due to the significant cost of the necessary repairs, the two Property Owners Associations were unable to fund the repairs. They reached out to the Developer of the Additions, Summit Lakes, LLC, and the City of Norman for assistance. At that time, the parties began discussing options to resolve the issue. City Council met on this topic in a Study Session on December 6, 2016 and in Executive Session on January 24, 2017, May 9, 2017, and June 13, 2017. The parties ultimately came to an agreement on a proposed Participation Agreement for the Misty Lake Dam Repair Project, adopted in June 2017. The Summit Lakes Property Owners Association and the Summit Villas Property Owners Association ultimately offered to participate through a pro rata lot assessment assuming such an assessment is approved by the members of the respective property owners associations . Per the original contract terms, the Developer, Summit Lakes LLC, offered to contribute a cash payment toward the repair project as well as agreeing to assess the future Section 11 lots at the same rate as the lots assessed by the POAs.

The City of Norman Stormwater Master Plan recommends public and private participation in order to assure that necessary maintenance to key stormwater infrastructure occurs, especially in cases where property owners associations are unable to perform such functions. The City is also responsible for both of the two other high hazard dams located in the City of Norman by virtue of ownership (Hall Park Dam) or lease obligation (Sutton Lake Dam). Repair and maintenance of the Misty Lake Dam is important to adequately address storm water retention and runoff concerns that could impact citizens of Norman who live in either of the Summit Lakes Additions as well as other citizens of Norman who may be impacted by a failure of the Misty Lake Dam and effects on surrounding infrastructure improvements. For these reasons, under the terms of the Agreement, the City agreed to accept permanent ownership and maintenance of the Misty Lake Dam following completion of the repair project. In addition, the City agreed to assist in collection of assessment to property owners through the regular utility billing processes and remit the same to the lender financing the repairs. This collection process is similar to an Agreement approved by Council earlier in 2017 for the Cedar Lakes subdivision that was also having a dam safety issue.

Engineering plans have been completed by Cardinal Engineering, now Parkhill, detailing the scope of the required repairs. In accordance with the original adopted agreement, once the necessary engineering documents are completed and the estimated amount of funds are delivered to the City, the City was to administer construction of the dam repairs as a public construction project through the Oklahoma Competitive Bidding Act. The successful bidder will be required to submit bonds covering the repairs. The City will also provide construction oversight at the City’s cost. Additionally, the original agreement provided that the City would not let the improvement project for a competitive bidding process until the POAs, in accordance with their covenants, approve the transfer of Misty Lake Dam to the City and approve the assessments for the repair costs in an amount not to exceed the amount of the revised engineering estimate less the Developer’s contributions. As originally envisioned, the City would begin to collect the assessments through the City’s utility billing process upon completion of construction and will charge an administrative fee of $1 per month per lot. The POAs repayment terms were to be negotiated with a private lender. Since the adoption of the original agreement, the POAs have assessed their membership and are prepared to either directly fund or have secured loans for their share of the improvement cost.

Per the original agreement, if the bids exceed the engineer's estimate, the parties must agree on adjustments to the project scope that accomplish the dam repairs goals. If this is not feasible, the parties will attempt to agree on supplemental funding sources to allow the project to be constructed as originally designed. If supplemental funding cannot be agreed upon, the funds will be returned to the lender or contributing party as appropriate and the bid to construct the project will not be accepted. Additionally, the POAs were to transfer drainage and access easements relative to the common areas to the City of Norman without cost to the City. The drainage and access easements were to be for Misty Lake Dam maintenance and repair purposes and would not include a right of general public access to the dam for recreational purposes. The City was to use these easements to perform dam safety inspections; preparing annual reports to OWRB relative to the high hazard dam structure; and tree removal or other such repairs necessary to maintain the structural integrity of the dam as well as for completion of the initial repairs. However, the POAs were to retain all responsibility for mowing, sidewalks, litter control, and all other improvements that are not integral to the structure of the dam

The project has now been designed and is ready to bid. Because the financing arrangements have changed since the adoption of the agreement, and the Section 11 lots have not fully sold yet, the parties felt it necessary to amend this agreement on January 12, 2021 to better respond to the situation at that time. This Amendment No. One accomplished four principal purposes:

1) It changed the timing of payment to the City for the construction contract from prior to bidding to prior to contract award and required these funds to be held in a separate account for this purpose;

2) It set forth the Developer's agreement to deliver the funds for project costs attributable to the unsold Section 11 lots at the time all other construction funds are delivered to the City by the POAs;

3) It required ther parties' to move forward with a Construction Manager at Risk ("CMAR") form contract, as municipalities are allowed to proceed under Oklahoma law and the Competitive Bidding Act; and

4) It provided a process whereby unforeseen cost overages would be identified, discussed and funded by the parties in the context of the CMaR contractual relationship.

Following the approval of Amendment No. One, Downey Construction was hired as a CMaR on the project, pursuant to Contract K-2122-67. Parkhill was also retained by the City to provide Construction Oversight services for the Project pursuant to Contract K-2122-68. On or about December 9, 2021, Downey's submitted a total construction budget in excess of $1 million based upon bid responses combined with CMaR costs, which total cost well exceeded the Parties' budget. Since that time, the parties have been considering alternative options for proceeding, including the private parties' proposal to use the funds to privately complete the repairs.

DISCUSSION:

The parties have spent the last several months revising the parties' agreement to allow for this approach. However, the OWRB recently advised the parties of a grant opportunity, affording as much as a 65/35 split on federal/local funding, for projects involving remediation of High Hazard Potential Dams. The parties have opted to pursue such a grant opportunity for now, subject to

further agreement of the parties in the case that the project is either accepted or rejected for provision of funding.

The Amendment 2 and MOU incorporates the parties' agreement regarding provision of OWRB funding, transfer of fee ownership of the property subject to certain conditions and covenants, transfer of easements allowing for access and drainage, the POAs responsibility to perform a survey and lot line adjustment for the necessary property transfer, and allocation and use or return of funds in different scenarios. This Amendment 2 and MOU is expressly subject to the further agreement of the parties on various aspects, and retains the original agreements of the parties to the extent they are not set out in any amendment or supplement in this particular document.

The Amendment 2 and MOU should allow the City and NMA necessary permissions and authority to pursue the HHPD Grant opportunity on the POAs behalf, as well as establish a general framework for the Parties' future agreements.

A companion item to the Amendment 2 and MOU is Resolution R-2324-134, which authorizes the City Manager, Director of Public Works and/or their authorized representatives, to submit an application for the HHPD Grant to the OWRB for consideration of FYE24 funding.

RECOMMENDATION:

City Staff recommends approval of Amend 2 and MOU to K-1617-137 and R-2324-134, and direction that City Staff take future actions in accordance therewith.

BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA

IN THE MATTER of Misty Lake Dam in the SE/4 NE/4 NW/4 NW/4 of Section 34, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma.	)))))	NID ID: OK12578

SECOND CONSENT ORDER

This Second Consent Order is entered into between the Oklahoma Water Resources Board ("Board") and Summit Lake Property Owners Association and Summit Lake Villas Homeowners Association ("Respondents") pursuant to the Oklahoma Administrative Procedures Act, Section 309(E) of Title 75 of the Oklahoma Statutes. The parties waive statutory requirements of formal notice of the preparation and service of proposed Findings of Fact, Conclusions of Law and Board Order, and the entry of final Findings, Conclusions and Order.

I. MATTERS OF JURISDICTION AND AUTHORITY

1. Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association, as joint owners of the dam and spillway, are responsible for the safety of the structure and for meeting the requirements placed on owners of dams by the State of Oklahoma. *See* 82 O.S. §§ 110.1 et seq., Chapter 25 of Title 785 of the Oklahoma Administrative Code (OAC) Chapter 785:25, specifically Section 785:25-3(a).

2. The Board is the state agency responsible for oversight and approval of the construction, repair, and alteration of certain dams in Oklahoma, including the Misty Lake Dam. *See* 82 O.S. §§110.5 and 110.10.

3. Summit Lake Property Owners Association previously entered into a Consent Order with the Board, effective July 8, 2015, addressing deficiencies with Misty Lake Dam and providing corrective action. Unless stated otherwise herein, the stipulations, findings, conclusions, and ordered actions in that Consent Order are hereby incorporated by reference and continue in effect.

II. PARTIES BOUND

4. This Order shall apply to and be binding upon the Board, Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association, their agents, successors, and assigns. No change in the ownership or corporation status of any party shall alter its responsibilities under this Order.

III. FINDINGS OF FACT

5. Misty Lake Dam is an earthen dam approximately 21 feet in height and is capable of impounding a maximum of 200 acre-feet of water. Misty Lake Dam is classified as a high hazard dam as defined in OAC 785:25-3-3(2)(C), which defines high hazard dams as those where failure will probably cause loss of human life.

6. Pursuant to OAC 785:25-7-7, Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association submitted an Emergency Action Plan (EAP) to the Board. The latest revision of that EAP was sent to the Board on May 10, 2013.

7. On March 13, 2015, Board dam safety staff members Yohanes, Sugeng, P.E., and Zach Hollandsworth, P.E., inspected Misty Lake Dam, accompanied by Joe Willingham, P.E., from the City of Norman. Board staff observed uncontrolled seepage from under the dam that had saturated the soil immediately north of the dam. The saturated soil extended from the foot of the dam and surrounded a nearby residence approximately 10 feet to the north. The seepage and saturated soil further extended as far as Alameda Street, the public street approximately 130 feet north of the aforementioned residence. The seepage also resulted in employees of the City of Norman closing a public sidewalk which was located 110 feet north of the foot of the dam due to safety concerns.

8. Following the March 13, 2015, inspection, the Board determined that the uncontrolled seepage from the dam, in violation of Sections 785:25-3-4, 785:25-3-10, 785:25-9-3, and 785:25-9-5, created an imminent peril that is so dangerous to the safety of life or property as not to permit time for the issuance and enforcement of an order after notice and hearing relative to maintenance or operation. Consequently, the Board issued an Emergency Order pursuant to OAC 785:25-9-5(a) and 82 O.S. § 110.10(B) on March 20, 2015. The Emergency Order was followed by a Consent Order on July 8, 2015 ("first Consent Order"), which directed the dam owners as follows:

1. *Immediately lower the lake level of Misty Lake Dam, under the direction and supervision of a registered professional engineer experienced in dam safety, to a minimum of three feet below the top of the emergency spillway, and to maintain that level until construction and/or repairs to the dam are complete;*

2. *Submit engineering plans and specifications for the repair of the structure by no later than July 13, 2015. Construction pursuant to plans submitted on July 13, 2015, receipt of which is hereby acknowledged by Board staff is to begin no later than September 1, 2015.*

3. *Immediately Implement Level 1 of the Emergency Action Plan (EAP) for the Misty Lake Dam and to continue to implement Level 1 until construction and/or repairs to the dam are complete.*

9. Following issuance of the Board's Emergency Order and Consent Order, the lake level at Misty Lake Dam was lowered and has been maintained at a minimum of three feet below the top of the emergency spillway, engineering plans were submitted, and an EAP Level 1 was implemented as set out in the aforementioned orders. The submitted engineering plans, which were accepted and approved by the Board, included a subsurface drain system designed to address seepage from the dam.

10. Maintaining the lake level at a minimum of three feet below the top of the emergency spillway until dam construction or repairs are complete will reduce the amount of seepage; the probability of the dam's failure; and therefore, potential damage caused by dam failure.

11. Uncontrolled seepage from Misty Lake Dam continues to present a danger to the structural integrity of the dam. Failure to take measures to control the seepage will eventually create an imminent peril to life and/or property. In order to reduce further internal erosion to the dam structure, a subsurface drain system, such as one currently proposed by the consulting engineer, must be constructed.

12. Dam owners failed to begin construction and/or repairs to Misty Lake Dam by September 1, 2015, as required by the first Consent Order, the good faith efforts of the Respondents to achieve compliance with the assistance of third parties notwithstanding.

13. Misty Lake Dam is classified as "high hazard" and is required to be inspected annually. Two inspections, completed 1/26/2021 and 8/23/22, have been received by the Board since 2016.

14. The "application to construct" was reapproved by the Board in May 2019, and again in May 2021. According to OAC 785:25-5-8(e) the application expired May 2023, because construction has not commenced within two (2) years after the date of Board approval of the plans and specifications.

15. Significant re-growth of trees and other prohibited vegetation is present on the slopes and crest and emergency spillway of the dam.

IV. CONCLUSIONS OF LAW

16. Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association are in violation of OAC Sections 785:25-3-10, 785:25-9-3, and 785:25-9-5, which prohibit uncontrolled seepage and internal erosion which endangers the dam. In addition to Board Rules, the Design Criteria found in DESIGN OF SMALL DAMS (1977), published by the U.S. Department Interior Bureau of Reclamation (BOR), and made part of the Board's rules pursuant to 785:25-3-4, states as follows:

> *(a) An earthfill dam must be safe and stable during all phases of the construction and the operation of the reservoir. To accomplish this, the following criteria must be met:*
>
> [. . .]
>
> *(b) Seepage flow through the embankment, foundation, abutments, and reservoir rim must be controlled to prevent excessive uplift pressures; piping; instability; sloughing; removal of material by solutioning; or erosion of material into cracks, joints, or cavities. The amount of water lost through seepage must be controlled so that it does not interfere with planned project functions.*

DESIGN OF SMALL DAMS (1977), in relevant portion, at pp.192-93.

17. Misty Lake Dam is classified as high hazard because if the dam were to fail, the failure would probably cause loss of human life. *See* OAC Sections 785:25-3-3(b)(3) and 785:25-3-3(a)(2)(C). The minimum spillway performance standards for small, high hazard dams require that the spillway be designed to pass a 50% probable maximum flood (PMF) with one foot of freeboard. OAC 785:25-3-6(b). Previous studies have indicated that the Misty Lake Dam spillway is inadequate.

18. Emergency Action Plans (EAP) are required for all high hazard dams pursuant to OAC 785:25-7-7. Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association are responsible for implementing the EAP in the event of an applicable emergency.

19. The Board is authorized to issue an Order under the following circumstances:

> *When an owner fails, neglects or refuses to comply with [the Oklahoma Dam Safety] Act, rules promulgated pursuant to this act, or orders of the Oklahoma Water Resources Board, and there is no imminent peril to the public health or welfare shown, the Board may, after notice and opportunity for hearing, issue an order requiring such owner to take whatever action*

> *the Board deems necessary to place the dam in a safe condition, meet the requirements of the act, rules of the Board, or the previous orders of the Board. Such action may include but is not limited to lowering the level of or removing all water in the reservoir, providing an adequate warning to the public downstream, repair or modification of the existing dam after having the appropriate application for approval of plans and specifications granted, cease all construction work on a dam, and implementation of an appropriate operation and maintenance plan.*

82 O.S. § 110.10(A).

20. The Board is further authorized to impose daily administrative penalties against owners of dams who fail, refuse or neglect to comply with the provisions of the Oklahoma Dam Safety Act, Board rules, or orders of the Board. 82 O.S. § 110.10(C); OAC 785:25-11-1.

21. As stated in Paragraphs 10-12 of the Facts Asserted by Board above, the Board has determined the following conditions existing at Misty Lake Dam are violations of the July 2015, Consent Order and/or violations of Sections 785:25-3-4, 785:25-3-10, 785:25-9-3, and 785:25-9-5; of the Board's dam safety rules:

A. The continued existence of uncontrolled seepage from the dam;

B. The failure to begin construction on approved dam repairs on or before September 1, 2015, as required by the first Consent Order, the good faith efforts of the Respondents to achieve compliance with the assistance of third parties notwithstanding.

C. The failure to remove prohibited trees and heavy vegetation from the slopes and crest of the earthen embankment and emergency spillway area of the dam.

22. Therefore, the Board has authority to issue an Order pursuant to OAC 785:25-9-3 and 82 O.S. § 110.10(A) requiring Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association to take corrective actions which the Board deems necessary to place Misty Lake Dam in a safe condition and to bring Misty Lake Dam into compliance with Oklahoma's Dam Safety Act and Board Dam Safety Rules, including minimum design standards for minimum spillway performance standards.

V. ACTIONS ORDERED

23. Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association are hereby Ordered to take the following actions, if not already in compliance:

A. Submit an "application to construct" in accordance with Subchapter 5 of Chapter 25 of Board rules.

B. Continue to maintain the lake level of Misty Lake Dam to a minimum of three feet below the top of the emergency spillway as required in the July 2015, Consent Order, until construction and/or repairs to the dam are complete.

C. Have the dam inspected annually by a qualified Professional Engineer registered in Oklahoma who is experienced with dams. The next inspection report must be received by no later than December 31, 2023.

D. Clear all prohibited vegetation from the dam during construction of the subsurface drainage system but no later than March 1, 2024.

E. Address seepage located near the right abutment of the dam with a subsurface drainage system, as proposed by the consulting engineer and previously approved by the Board. Construction of the subsurface drainage system shall begin by December 1, 2024.

F. Continue implementation Level 1 of the Emergency Action Plan (EAP) for the Misty Lake Dam until construction and/or repairs to the dam are complete.

G. The Board will consider alternative plans submitted by Respondents if construction pursuant to such alternative plans begin by December 1, 2024.

VI. PENALTIES FOR NON-COMPLIANCE

24. Failure of the Respondents to comply with the directions listed in Section VI above, titled "ACTIONS ORDERED," will result in the assessment of administrative fines allowable by law for each day the violation continues after the date set forth therein. The administrative fines assessed pursuant to this Order may be waived by the Board upon written application from the Respondents.

VII. EFFECTIVE DATE, AMENDMENTS, AND RELEASE CONDITIONS

25. The effective date of this Order shall be the date on which it is approved by the Board.

26. This Order may be amended by mutual agreement of the Board and the Respondents. Amendments shall be in writing and shall be in effect when approved by the Board.

27. Certificate of Completion issued by the Board in accordance with 785:25-7-8 shall be considered Satisfaction and Release of this Second Consent Order, including the Consent Order of July 8, 2015, and the Emergency Order and Notice of Administrative Hearing of March 20, 2015. Certificate of Completion shall be conditioned upon the following:

A. Respondent's compliance with the Actions as ordered in paragraph 23 of this Second Consent Order;

B. In accordance with OAC 785:25-7-4, construction, enlargement, repair, alteration, or removal completed in accordance with approved plans, drawings, and specifications are certified by an engineer as defined in 785:25-5-2; and

C. Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association, give the Board Notice of Completion in accordance with 785:25-7-6.

D. Satisfaction and Release under this section does not absolve Summit Lake Property Owners Association and Summit Lake Villa Homeowners Association, their agents, successors, and assigns- of continuing compliance with Oklahoma Water Law, the Oklahoma Dam Safety Act, and Chapter 25 of Title 785 of the Oklahoma Administrative Code with respect to the Misty Lake Dam.

ORDER

IT IS SO ORDERED in regular and open meeting of the Oklahoma Water Resources Board this 19 day of September, 2023.

OKLAHOMA WATER RESOURCES BOARD

Jennifer Castillo

Jennifer Castillo, Chairman

OKLAHOMA WATER RESOURCES BOARD

ATTEST:

Suzanne Landess

Suzanne Landess, Secretary

APPROVED:

Summit Lake Property Owners Association, By:

Lewis C Goidell
Signature

Lewis C. Goidell — President
Name (Printed) — Position

Summit Lake Villas Homeowners Association, By:

Larry Dunham
Signature

LARRY DUNHAM — PRESIDENT
Name (Printed) — Position

CERTIFICATE OF MAILING

I certify that on the 27th day of September, 2023, a true and correct copy of the above and foregoing instrument was mailed via US Postal Service, Certified Mail, Return Receipt Requested to those persons named herein.

William R. Dill
401 West Main St., Ste 444
Norman, OK 73069

Chrystal Krittenbrink
Legal Assistant
Oklahoma Water Resources Board

COMBINED SECOND AMENDED PARTICIPATION AGREEMENT
FOR THE
MISTY LAKE DAM REPAIR PROJECT
AND
MEMORANDUM OF UNDERSTANDING FOR FUTURE AGREEMENTS

This SECOND AMENDED PARTICIPATION AGREEMENT FOR THE MISTY LAKE DAM REPAIR PROJECT AND MEMORANDUM OF UNDERSTANDING FOR FUTURE AGREEMENTS (the "Agreement" or "Amend. 2 and MOU" herein) is made on or as of the _____ day of _____, 2024, by and between THE CITY OF NORMAN, an Oklahoma Municipal Corporation (the "City"); NORMAN MUNICIPAL AUTHORITY, an Oklahoma Public Trust ("NMA"); SUMMIT LAKES PROPERTY OWNERS ASSOCIATION ("Summit Lakes POA"); SUMMIT LAKE VILLAS PROPERTY OWNERS ASSOCIATION ("Summit Lake Villas POA"), and SUMMIT LAKES, L.L.C., as an Oklahoma limited liability company ("Developer") which are collectively herein referred to as "Parties."

WITNESSETH:

WHEREAS, the Developer has Preliminary Platted a subdivision in the City of Norman located between 24th Avenue SE and 36th Avenue SE and south of Alameda Street known as Summit Lakes Addition, and Summit Lakes Villas Addition; and

WHEREAS, over the years Summit Lakes Addition has developed with ten (10) final plats that includes 542 platted lots with another 62 lots platted in Section 11 of Summit Lakes Addition and 66 platted lots in Summit Lakes Villas Addition; and

WHEREAS, there are seven lakes within the Summit Lakes Addition that function as a storm water drainage system: Misty Lake, Heron Lake, Drake Lake, Hidden Lake, Willow Lake, StarCrest Lake, and Secret Lake. Part of Misty Lake is also contained within the Summit Lake Villas Addition. All such improvements and amenities are currently owned, managed, maintained, and controlled by one or both Summit Lakes POA and Summit Lake Villas POA; and

WHEREAS, on or about March 16, 2011 the Summit Lakes POA was notified by the Oklahoma Water Resource Board ("OWRB") that the dam associated with Misty Lake was being reclassified as a "high hazard" dam due to the potential downstream impacts on Alameda Street and nearby homes in event of a failure of the dam; and

WHEREAS, on March 20, 2015, the OWRB issued an Emergency Order and set an administrative hearing on April 14, 2015 due to the dangerous condition of the dam; and

WHEREAS, subsequent to that hearing, the OWRB issued a Consent Order on July 8, 2015 requiring the Summit Lakes POA to lower the lake level three feet below the emergency spillway and maintain that level until the dam was repaired; and

WHEREAS, following issuance of the Board's Emergency Order and Consent Order, the lake level at Misty Lake Dam was lowered and has been maintained at a minimum of three feet below the top of the emergency spillway; and

WHEREAS, the Consent Order also required the Summit Lakes POA to prepare and submit engineering plans and to make repairs as specified in the engineering plans; and

WHEREAS, engineering plans were submitted, and an EAP Level I was implemented as set out in the aforementioned orders. The submitted engineering plans, which were accepted and approved by the Board, included a subsurface drain system designed to address seepage from the dam; and

WHEREAS, upon completion of the engineering plans, the cost of necessary repairs was originally estimated to be within the range of $595,000 to $700,000; and

WHEREAS, the Parties entered into a Participation Agreement ("**Contract K-1617-137**"), on June 27, 2017, whereby the POAs and Developer intended to secure financing and to be repaid with private pro-rata POA lot assessments collected by the City through utility billing as set forth therein, in order to bring the Misty Lake dam up to the standard set forth in the engineering plans approved and accepted by the OWRB and whereby the City was to administer the improvement project as a Public Construction project through the Oklahoma Competitive Bidding Act; and

WHEREAS, the Participation Agreement provided that City would not let the improvement project until the POAs, in accordance with their respective covenants, approved the transfer of ownership of Misty Lake Dam to the City and approved an assessment in an amount not to exceed the smaller of $547,470 or the revised engineering estimate less the agreed upon Developer's contributions; and

WHEREAS, the POAs, in accordance with their respective covenants, approved the transfer of ownership of Misty Lake Dam to the City and approved the assessments in the required amounts; and

WHEREAS, thereafter the POAs secured necessary funding for the project and the Parties entered into a First Amendment to the Participation Agreement ("**Contract K-1617-137 Amend. 1**"), which altered and supplemented terms regarding the delivery of the funds to the City for bid, addressed matters of potential project overages, and specified that the City would pursue the project with a Construction Manager at Risk ("CMaR") through a selection process involving all Parties; and

WHEREAS, the City put out Request for Qualifications ("RFQ") 2021-11 on July 1, 2021, and ultimately retained Downey Contracting, L.L.C. as CMaR in compliance with the selection process outlined in Contract K-1617-137 Amend. 1; and

WHEREAS, pursuant to Contract K-1617-137 and Downey's CMaR Contract with the City, Contract K-2122-67 ("**Downey Contract**"), Downey publicly bid the Misty Lake Dam Repair project on December 9, 2021 and received bids which, when combined with Downey's CMaR costs, was estimated to create a total construction budget in excess of $1,000,000.00, which was well beyond the Parties budget expectations for the Project; and

WHEREAS, the Parties have determined that, due to unanticipated market conditions and other circumstances beyond their expectation or control, that the Participation, the Project cannot proceed as the CMaR project addressed in Amendment 1 and the parties have since been considering alternative options for construction; and

WHEREAS, one such option considered for proceeding would be to amend this Participation Agreement to permit the project to proceed as a private construction project, subject to certain controls by the City, in order to best fulfill the original purpose of K-1617-137 and K-1617-137 Amend. 1. The parties have expended considerable efforts to pursuing this option, at the private parties' urging; and

WHEREAS, the OWRB has recently informed the parties of an opportunity for federal matching funding of 65% of total project costs were the City to apply for and be awarded a High Hazard Potential Dam Grant ("HHPD Grant"), and take the project forward as a publicly-bid contract; and

WHEREAS, the Summit Lakes POA, Summit Lake Villas POA and the Developer have requested that the City and NMA pursue the HHPD Grant, and a resolution is being presented to City Council contemporaneously with this Amend. 2 and MOU to allow the City to do so; and

WHEREAS, City Stormwater Master Plan recommends public and private participation in order to ensure that necessary maintenance to key stormwater infrastructure occurs, especially in cases where property owners' associations are unable to perform such functions; and

WHEREAS, City of Norman is responsible for both of the two other high hazard dams located in the City of Norman by virtue of ownership (Hall Park) or lease obligation (Sutton Lake); and

WHEREAS, repair and maintenance of the Summit Lakes Addition storm water drainage system continues to be recognized as important to adequately address storm water retention and runoff concerns that could impact citizens of Norman who live in Summit Lakes Addition, as well as other citizens of Norman who may be impacted by a failure of the Misty Lake dam which is classified by the OWRB as a high hazard dam; and

WHEREAS, assistance from NMA to the POAs to adequately address the Summit Lakes and Summit Villas drainage systems is necessary to protect the health, safety, and welfare of its citizens and is in the best interest of the City of Norman; and

WHEREAS, the OWRB has entered an updated Consent Order, No. OK12578, on September 19, 2023 ("2023 OWRB Consent Order," attached as **EXHIBIT A**), which recognizes and is consistent with the parties' plans and agreements herein; and, at its October 17, 2023, the OWRB renewed its approval of the construction plans for the Misty Lake Dam, as attached hereto as **EXHIBIT B** (the "Approved Construction Plans"); and

WHEREAS, the City remains obligated to accept permanent ownership and maintenance of the Misty Lake Dam following completion of the Misty Lake Dam Repair Project upon certification that the dam repairs have been made in accordance with sound industry standards as provided in the Approved Construction Plans and any changes thereto hereafter approved by the parties as set forth further herein; and

WHEREAS, transfer of ownership to the City shall be accomplished through means of first completing a lot line adjustment to create a lot to be conveyed to the City, and then conveyance through a deed to the City of said lot, the precise details of which will be presented in a future Amendment to this Agreement, based on this Amend. 2 and MOU.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby enter into this Amend. 2 and MOU, and agree as follows:

I. CONTINUED OBLIGATIONS RELATED TO THE DAM REPAIR PROJECT

SECTION 1.1. FUNDS FROM PRIVATE PARTIES. To date, the City acknowledges that it is in possession of funds delivered by the private parties totaling SIX HUNDRED THREE THOUSAND FOUR HUNDRED SEVENTY EIGHT AND 95/100 DOLLARS (**$603,478.95**). Summit Lakes POA, Summit Lake Villas POA, and the Developer acknowledge that, from these funds, payment to Downey was owed and paid in the amount of TEN THOUSAND DOLLARS ($10,000.00) for CMAR services already provided by Downey pursuant to the Downey Contract, leaving a total remaining in the City's possession FIVE HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED SEVENTY-EIGHT AND 95/100 DOLLARS **($593,478.95)**.

SECTION 1.2 USE OF FUNDS FOR HHPD GRANT CONSTRUCTION. In the event that the Project is ultimately awarded HHPD Grant funds, which the City and NMA accept and enter into any required cooperative agreements with OWRB relating to the utilization of same, the POAs and Developer hereby pledge and commit all funds then in the City's possession (less however amounts sufficient to pay the costs of the project for work or materials required by the Approved Construction Plans which are not eligible for reimbursement under the terms of the grant, if any) to use in providing the 35% local match for construction of the Project. The Parties hereby acknowledge and agree to a need to enter into further agreements, consistent with this Participation Agreement, all amendments and MOUs, upon acceptance of any such HHPD Grant Funds and/or the City entering into any such agreement with OWRB. Any such future agreements will address responsibility for unforeseen Project cost overages not covered by HHPD Grant funds or the funds described in Section 1.1 herein.

In the event that only part of the funds in the City's possession are needed to complete construction with the HHPD Grant, any surplus funds will be returned to the POAs and Developer pursuant to further agreement of the parties and in a manner consistent with this Participation Agreement, all amendments and MOUs.

SECTION 1.3 RETURN OF FUNDS FOR PRIVATE CONSTRUCTION. In the event that the Parties do not ultimately utilize HHPD Grant funds to construct the Project per Section 1.2 above, the City agrees to release these funds at the direction of each party, including to an identified designee, pursuant to a further agreement of the parties, in amounts set forth as follows:

(a) **Summit Lakes POA:** FOUR HUNDRED FORTY-FOUR THOUSAND FIFTY-THREE AND 37/100 DOLLARS (**$444,053.37**), based upon the following:

i. Return of its $438,299.47 pro-rata construction cost contribution (*see herein* Section 1.1(a));

ii. Return of $2,204.74 from funds left over for engineering work performed by Parkhill (*see herein* Section 1.1(b)); and

iii. Return of its $6,882.50 Phase I material cost contribution (*see herein* Section 1.1(c)); and

iv. Payment by Summit Lakes POA of $3,333.34 toward the total owed by the City to Downey for CMAR services already provided.

(c) **Summit Lake Villas POA:** FIFTY-NINE THOUSAND ONE HUNDRED TWENTY-SIX AND 17/100 DOLLARS (**$59,126.17**), based upon the following:

i. Return of its $53,372.26 pro-rata construction cost contribution (*see herein* Section 1.1(a));

ii. Return of $2,204.74 from funds left over for engineering work performed by Parkhill (*see herein* Section 1.1(b)); and

iii. Return of its $6,882.50 Phase I material cost contribution (*see herein* Section 1.1(c)); and

iv. Payment by Summit Lake Villas POA of $3,333.33 toward the total owed by the City to Downey for CMAR services already provided.

(d) **Developer:** NINETY THOUSAND TWO HUNDRED NINETY-NINE AND 41/100 DOLLARS (**$90,299.41**), based upon the following:

i. Return of its $55,798.27 pro-rata construction cost contribution (*see herein* Section 1.1(a));

ii. Return of $4,069.47 from funds left over for engineering work performed by Parkhill (*see herein* Section 1.1(b));

iii. Return of its $13,765.00 Phase I material cost contribution (*see herein* Section 1.1(c));

iv. Return of its $20,000.00 lump sum contribution (*see herein* Section 1.1(d) herein); and

v. Payment by Developer of $3,333.33 toward the total owed by the City to Downey for CMAR services already provided.

SECTION 1.4. RESERVED

SECTION 1.5. TRANSFERS TO THE CITY OF NORMAN; LOT LINE ADJUSTMENT; MAINTENANCE OF COMMON AREAS.

(a) **Transfer of Property.** The Summit Lakes POA and Summit Lake Villas POA agree to transfer and convey to the City of Norman (subject to the covenants, restrictions, reservations and exceptions currently under discussion and to be finalized by later agreement of the Parties), fee title ownership of the property, (identification of which is currently under discussion and which shall be described in a future agreement of the Parties **("Transferred Property"),** along with any drainage easements and access easements over and across any portion of common areas remaining in the ownership of either POA as reasonably necessary to carry out the intent of this Agreement and sufficient to ensure that the NMA/City can properly access, repair and maintain the Transferred Property, and which are currently under discussion and shall also be finalized in by future agreement of the Parties (the "Easements"). The NMA/City shall pay no monetary consideration for the Transferred Property or the Easements. The NMA/City's acceptance of the Transferred Property shall be subject to and more fully set forth in a future agreement of the parties, including specified Conditions Precedent, and language address the applicability of any existing POA covenants, rules or agreements; provided however that the future agreement and instruments implementing the future agreement will: (i) not include a right of general public access to the dam or lake for recreational or other purposes, (ii) provide that Summit Lakes POA and Summit Villas POA shall retain responsibility for general maintenance of the Transferred Property such as mowing, sidewalk maintenance, and litter control, and (iii) reserve to the POAs on behalf of their respective residents perpetual rights, easements and license to continue to go upon, traverse, and enjoy the Summit Lake Dam for recreational purposes which do not materially interfere with the performance of the City of Norman's duties and obligations to maintain the dam, as may later be further defined.

(b) **Lot Line Adjustment by POAs.** To facilitate the transfer of title to the Transferred Property to the City of Norman as aforesaid, the POAs agree to make application according to applicable laws, codes and regulations of the City of Norman, for a lot line adjustment facilitating transfer of the Transferred Property. The POAs shall obtain the survey and legal descriptions as necessary to facilitate lot line adjustment and the transfer of ownership to

the City. This Lot Line Adjustment process shall be subject to and more fully set forth in a future agreement of the parties

(c) **City Responsibility for Maintenance of Misty Lake Dam.** The POAs shall be responsible to ensure that the transfers described herein will be sufficient, for the POA's purposes, to allow OWRB to recognize the City of Norman as the actual owner responsible for the safety and maintenance of the Misty Lake Dam for all purposes. The City of Norman agrees that concurrently with the transfer of the Transferred Property to the City of Norman, the City of Norman will execute and deliver to OWRB such notices of change of ownership and other related documents as are required or reasonably necessary, expedient or proper for OWRB to recognize the City as the actual owner of the Misty Lake Dam and to carry out the intent of this Agreement. These processes shall be subject to and more fully set forth in a future agreement of the parties.

SECTION 1.6. MUTUAL RELEASE & WAIVER OF CLAIMS.

(a) Mutual Release & Waiver of Claims by POAs and Developer.

(i) The City has been provided a separate instrument of agreement executed by the Developer, and the POAs that evidences an agreement regarding obligations as to areas of mutual concerns regarding defense, waiver, release, dismissal, discharge, and relinquishment of all claims, demands, actions, and liabilities that may be or could be asserted against each or all of them jointly or severally in relation to Misty Lake Dam. Further, the POAs shall fully indemnify and defend the City and Norman Municipal Authority against any and all claims arising from the collection of those assessments referenced in Sections. 1.3 and 1.4 above.

(ii) Upon completion and acceptance by the City of the Misty Lake Dam repair project as ultimately outlined in the parties' future final agreements, and excepting claims based upon workmanship in carrying out the Dam Improvements, and to the extent permitted by applicable law, the City, NMA, the POAs and Developer (each a "Releasor") severally covenant and agree to release, waive and forever discharge the each other party to this Agreement, and their respective officers, directors, employees, representatives, successors and assigns from any and all claims the Releasor had or may have had against any other party to this Agreement regarding the Misty Lake Dam, including but not limited to the design, planning, construction oversight, engineering, development, permitting, platting, seeping, leaking, maintenance, repair or failure of function, as may be related to the Misty Lake Dam. This covenant and agreement shall not extend to claims the POAs may have arising after completion and acceptance of the Misty Lake Dam repair project that relate to the City or the Norman Municipal Authority's efforts to fulfill the terms of this Agreement. Further, with respect to any claims based upon workmanship in carrying out the Dam Improvements, the POAs shall cooperate with the City in pursuing any such claims and hereby assigns the proceeds of any successful claims to the City and/or NMA, as applicable, for use in remedying any damage to the Transferred Property, including the Dam Improvements.

(b) **Costs & Attorney's fees, and no admission of liability.** Each party shall be responsible for their own attorney fees and costs as related to this Agreement. The parties agree that this Agreement is not an admission of guilt or liability on the part of any party under any federal, state or local law, whether statutory or common law. Liability for any and all claims is expressly denied by all parties to this Agreement.

(c) To the extent the provisions of the Second Amendment to this Participation Agreement have been approved by all Parties and fully executed, including in counterparts, thereby, any actions performed by the Parties' pursuant thereto shall constitute an acknowledgement and affirmation of the Parties' agreement that all conditions precedent hereunder have been met to each Party's satisfaction and that no Party is currently aware of any breach of this Agreement by any other Party.

ARTICLE II. GENERAL PROVISIONS

SECTION 2.1 NOTICES AND DEMANDS. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

City:
The City of Norman
P.O. Box 370
Norman, OK 73070
Attn: City Manager
With Copy to: City Attorney

Authority:
Norman Municipal Authority
P.O. Box370
Norman OK 73070
Attn: General Manager
With Copy to: General Counsel

Summit Lakes POA:
Attn: Lew Goidell
109 Summit Bend
Norman, OK 73071

With a copy to:

William R. Dill
Attorney at Law
401 W. Main St. Ste. 444
Norman, OK 73069

Summit Lake Villas POA:
Attn: Larry Dunham
228 Boulevard Du Lac
Norman, OK 73071

Developer: Summit Lakes, L.L.C.
1203 Brookhaven Blvd
Norman OK 73072
Attn: Evan Nixon

With Copy to:

Rieger Law Group PLLC
136 Thompson Drive
Norman, OK 73069
Attn: Sean Paul Rieger

SECTION 2.2 FURTHER ASSURANCES. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. This paragraph applies to the further agreements of the Parties referenced throughout this Amend. 2 and MOU.

SECTION 2.3 NATURE OF AGREEMENT. This Amend. 2 and MOU amendments and supplements the Parties' Participation Agreement, and all previous Amendments, only insofar as set forth herein. Until such time as the Parties otherwise and further agreement, terms not amended herein shall remain in force and be construed, insofar as is possible, consistently with the terms of this Amend. 2 and MOU.

SECTION 2.4 COUNTERPARTS. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

IN WITNESS WHEREOF, the City, the Authority, the POAs, and the Developer, as Parties to this Second Amended Agreement, have caused this Second Amended Agreement to be duly executed and delivered as of the date first above written.

THE CITY OF NORMAN, OKLAHOMA

By: _____
Name: Larry Heikkila
Title: Mayor

By: _____
Name: Brenda Hall
Title: City Clerk
(SEAL)

NORMAN MUNICIPAL AUTHORITY

By: _____
Name: Larry Heikkila
Title: Chairman

By: _____
Name: Brenda Hall
Title: Secretary
(SEAL)

Approved as to form and legality this 22 day of March, 2024.

Elisabeth Muckala
City Attorney/ General Counsel

SUMMIT LAKES POA

By: Lewis C. Goidell
Name: Lewis C. Goidell
Title: President

SUMMIT LAKE VILLAS POA

By: Larry Dunlam
Name: LARRY DUNHAM
Title: PRESIDENT

SUMMIT LAKES, L.L.C.

By: _____

Name: by Evan Nixon as President of and on behalf of Cies Properties, Inc.,
as Manager and on behalf of Summit Lakes, L.L.C.,
and not in any individual or personal capacity

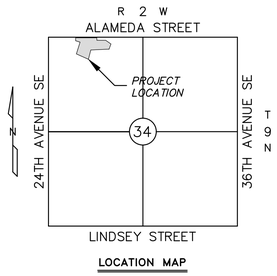
Title: Manager

EXHIBIT A
2023 OWRB CONSENT ORDER

EXHIBIT B
CURRENT ENGINEERING PLANS

CONSTRUCTION DOCUMENTS FOR

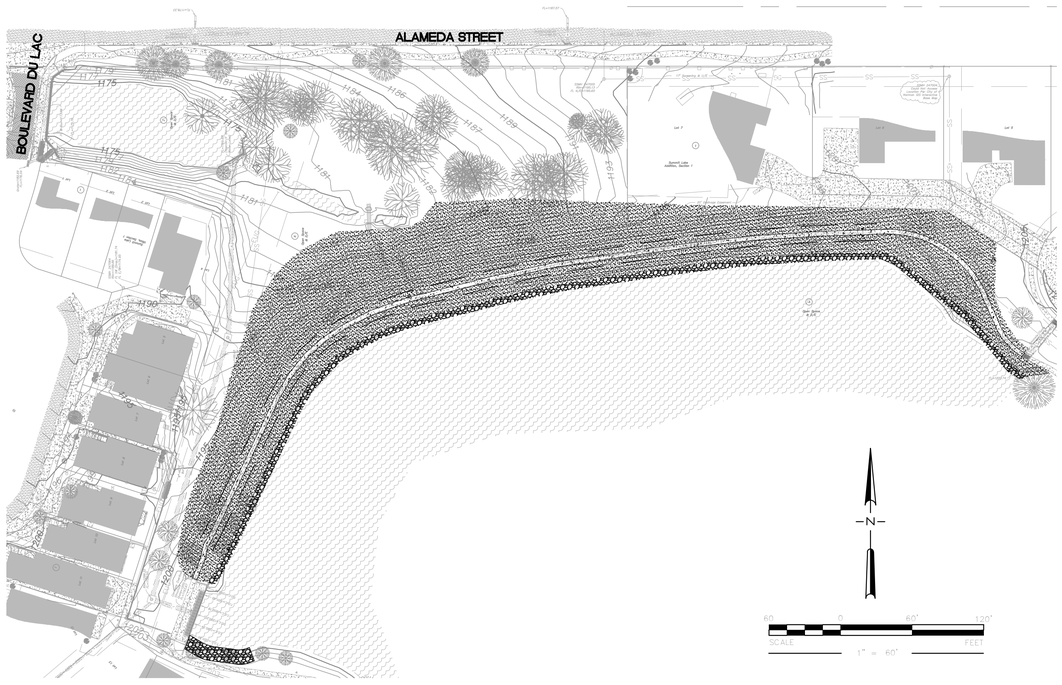
MISTY LAKE DAM REHABILITATION: DAM ID OK12578
NORMAN, OKLAHOMA



LOCATION MAP

CIVIL SHEET INDEX

Sheet Number	Sheet Title
TS-01	TITLE SHEET
EX-01	EXISTING CONDITIONS
SP-01	SITE PLAN
DL-01	DRAIN LINE PLAN
DP-01	DEMOLITION PLAN
GP-01	GRADING PLAN
ECP-01	EROSION CONTROL PLAN
DT-01	DETAILS
DT-02	DETAILS
DT-03	DRAIN LINE PROFILES



SURVEY CONTROL

STA	NORTHING	EASTING	ELEV	DESC
LLS 101	686323.995	2147583.163	1204.33	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 102	686293.189	2147093.139	1203.58	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 103	686102.895	2146790.890	1198.12	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 104	685977.870	2146998.722	1202.71	#4 BAR W/ "LEMKE CONTROL" CAP
315	682721.151	2143995.172	1172.40	BRASS CAP "NORMAN CONTROL"
375	691829.932	2146006.784	1189.92	BRASS CAP "NORMAN CONTROL"

The Horizontal and Vertical Datum are derive from the City of Norman GPS Control Network which is based on the Oklahoma State Plane Coordinate System, NAD83 (CORS96), South Zone. The Vertical Datum is NAVD88.

GENERAL CONSTRUCTION NOTES

1. GENERAL

1.1. ALL CONSTRUCTION METHODS AND MATERIALS USED ON THE PROJECT SHALL MEET OR EXCEED THE REQUIREMENTS AS SET FORTH IN THE PROJECT SPECIFICATIONS AND ANY RELATED DOCUMENTS LISTED THEREIN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE AND REVIEW ALL PERTINENT SECTIONS.

1.2. CONSTRUCTION TRAFFIC CONTROL SHALL BE PROVIDED AS NECESSARY AT ANY POINTS OF ENTRANCE OR EXIT ONTO PUBLIC STREETS. NO CLOSURE OF PUBLIC ROADWAYS SHALL BE ALLOWED WITHOUT PRIOR WRITTEN CONSENT OF THE CITY OF NORMAN.

1.3. CONTRACTOR SHALL COORDINATE ALL WORK ON PUBLIC RIGHTS OF WAY WITH CITY OF NORMAN TRAFFIC ENGINEERING STAFF AND SHALL SUBMIT TRAFFIC MANAGEMENT PLANS FOR REVIEW AND APPROVAL PRIOR TO BEGINNING WORK.

1.4. TREES SHOWN ON PLANS AS REMAINING SHALL BE PROTECTED PER REQUIREMENTS OF CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS SECTION 01 56 39. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TREES AND REPLACEMENT OF ANY TREES DAMAGED OR KILLED DURING CONSTRUCTION ACTIVITIES.

1.5. CONTRACTOR SHALL CONTACT THE ENGINEER AS SOON AS POSSIBLE SHOULD ANY CIRCUMSTANCES FOUND DURING THE COURSE OF PROJECT COMPLETION NECESSITATE A VARIANCE FROM THE PLANS. VARIANCE FROM THE PLANS WILL BE REVIEWED BY THE ENGINEER AND THE OWNER.

1.6. ON-SITE INCINERATION OF CLEARED TREES AND BRUSH SHALL BE PROHIBITED UNLESS WRITTEN AUTHORIZATION IS RECEIVED FROM THE CITY OF NORMAN. THE ENGINEER MAKES NO WARRANTIES REGARDING WHETHER ACQUISITION OF A BURN PERMIT IS POSSIBLE.

1.7. STOCKPILE LOCATIONS TO BE DETERMINED AT TIME OF CONSTRUCTION. LOCATIONS MAY BE MODIFIED AS NECESSARY TO EXPEDITE COMPLETION OF THE SCOPE OF WORK. MODIFICATIONS SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER AND THE OWNER.

1.8. ALL WORK AND MATERIALS SHALL BE IN ACCORD WITH CITY OF NORMAN ENGINEERING CRITERIA AND STANDARD SPECIFICATIONS. CITY OF NORMAN STANDARDS SHALL GOVERN IN CASE OF CONFLICT.

2. STORMWATER/EROSION CONTROL

2.1. PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL FILE A NOTICE OF INTENT (NOI) WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) AND THE CITY OF NORMAN, STORMWATER DIVISION. THE CONTRACTOR SHALL SUBMIT AN EARTH CHANGE PERMIT APPLICATION ALONG WITH REQUIRED DOCUMENTATION FOR THE SAME. CONTRACTOR SHALL NOT COMMENCE THE WORK OF THE APROVED PLANS PRIOR TO RECEIVING ALL REQUIRED PERMITS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT GUIDELINES SET FORTH IN PERMITS ARE IN PLACE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF ALL FEES ASSOCIATED WITH STORM WATER AND EARTH CHANGE PERMITS.

2.2. THE NOTICE OF INTENT (NOI) AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), AS WELL AS ANY OTHER APPLICABLE DOCUMENTS SHALL BE KEPT ON SITE BY THE CONSTRUCTION SUPERINTENDENT AT ALL TIMES. SAID ITEMS SHALL BE MADE AVAILABLE TO STATE AND MUNICIPAL AUTHORITIES UPON REQUEST.

2.3. ANY DISCHARGES FROM THE SITE SHALL CONFORM TO THE SWPPP. THE CONTRACTOR SHALL INSTALL ADDITIONAL STORMWATER CONTROL DEVICES AS NECESSARY TO ENSURE COMPLIANCE WITH SAID DOCUMENT.

2.4. CONSTRUCTION OF ALL EROSION CONTROL MEASURES SHALL BE PERFORMED BY THE CONTRACTOR PRIOR TO THE INITIATION OF ANY LAND DISTURBING ACTIVITIES. MAINTENANCE OF EROSION CONTROL MEASURES SHALL BE PERFORMED BY THE CONTRACTOR AS INDICATED IN THE SWPPP OR AT A SUFFICIENT INTERVAL TO ENSURE RETENTION OF SEDIMENTS.

2.5. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED BY THE CONTRACTOR AT ANY POINTS OF ENTRANCE OR EXIT ONTO ADJACENT PUBLIC STREETS. WASHDOWN OF VEHICLES SHALL BE PERFORMED AS NECESSARY TO REDUCE/ELIMINATE SIGNIFICANT DEPOSITS OF SOIL ON ROADWAY.

2.6. DISTURBED PORTIONS OF THE SITE, INCLUDING STOCKPILES, WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21-DAYS, SHALL BE STABILIZED NO LATER THAN 14-DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA.

2.7. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED NO LATER THAN 14-DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA.

2.8. IN THE EVENT THAT CONSTRUCTION SEQUENCING OR WEATHER MAKE STABILIZATION OF DISTURBED AREAS WITHIN THE REQUIRED TIME IMPRACTICAL, THE CONTRACTOR SHALL STABILIZE THE SOILS WITH STRAW OR FIBER MULCH. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF MULCH AND ESTABLISHMENT OF PERMANENT VEGETATION ONCE WEATHER AND/OR SEQUENCING PERMITS.

3. EXISTING UTILITIES

3.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES WHICH MAY BE IMPACTED BY THE SCOPE OF WORK. THE CONTRACTOR SHALL COMPLETE THE SCOPE OF WORK IN SUCH A MANNER AS TO PRECLUDE DAMAGE TO EXISTING UTILITIES AND/OR STRUCTURES. DAMAGE TO THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

3.2. EXISTING UTILITIES ARE SHOWN ON THE PLANS IN THE APPROXIMATE LOCATION WHERE EVIDENCE OF THEIR LOCATION WAS AVAILABLE EITHER BY FIELD OBSERVATION OR FROM INFORMATION PROVIDED BY THE OWNER, AND/OR UTILITY COMPANY. NEITHER THE OWNER, THE UTILITY OWNER, NOR THE ENGINEER ACCEPT RESPONSIBILITY FOR DAMAGE DONE BY THE CONTRACTOR TO EXISTING FACILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.

4. GEOTECHNICAL

4.1. ALL EARTHWORK SHALL BE COMPLETED PER THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING AND SECTION 31 20 00 OF THE PROJECT SPECIFICATIONS. REQUIREMENTS WHICH SPECIFICALLY IMPACT THE SCOPE OF WORK INCLUDE, BUT ARE NOT LIMITED TO:

4.1.1. PRIOR TO ANY MODIFICATIONS BEING MADE TO THE DAM, THE LAKE LEVEL SHALL BE LOWERED TO NOT LESS THAN 8 FEET BELOW EXISTING SPILLWAY ELEVATION, 1,200.25 (NAVD88) BASED ON SURVEY CONTROL DATA SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN WATER LEVEL IN THE LAKE AND SHALL MONITOR AND MAINTAIN STRUCTURAL STABILITY OF THE DAM DURING CONSTRUCTION ACTIVITIES.

4.1.2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE PREPARATION, WHICH SHALL INCLUDE REMOVING TREES ALONG THE DAM AND THOSE WITHIN 25 FEET OF THE PROPOSED TOE OF THE DAM. TREE ROOT SYSTEMS SHALL BE THOROUGHLY GRUBBED TO REMOVE ALL ROOTS LARGER THAN ½ INCH; HOWEVER, THE EXCAVATION TO REMOVE TREE ROOTS SHALL BE LIMITED TO A MAXIMUM DEPTH OF 5 FEET. AREAS DISTURBED DURING GRUBBING OPERATIONS SHALL BE REPAIRED BEFORE NEW FILL IS PLACED. ANY SOFT MATERIALS ENCOUNTERED SHALL BE COMPLETELY REMOVED. A QUALIFIED GEOTECHNICAL ENGINEER, PROVIDED BY THE OWNER, SHALL OBSERVE GRUBBING AND TREE REMOVAL AND EXPOSED SURFACES BEFORE NEW FILL IS PLACED FOR THE DAM.

4.1.3. ORGANIC MATERIAL, TOPSOIL AND ANY DELETERIOUS AND UNSUITABLE MATERIAL RECOVERED FROM SITE STRIPPING SHALL NOT BE INCORPORATED INTO NEW ENGINEERED FILL SECTIONS.

4.1.4. ERODED AREAS ON THE DAM SHALL BE BACKFILLED TO CREATE EVEN SURFACES AND A SLOPE NO STEEPER THAN 3H:1V.

4.1.5. FOLLOWING STRIPPING BUT BEFORE PLACEMENT OF NEW FILL, EXPOSED SUBGRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED AND COMPACTED TO AT LEAST 98% OF THE MATERIAL'S STANDARD PROCTOR DENSITY. MOISTURE CONTENT DURING COMPACTION SHALL BE WITHIN 2 PERCENT OF THE MATERIAL'S OPTIMUM VALUE.

4.1.6. FILL SHALL CONSIST OF APPROVED SELECT FILL MATERIALS FREE OF ORGANIC MATTER AND DEBRIS. ALL FILL SHALL HAVE GEOTECHNICAL PROPERTIES SIMILAR TO THAT OF EXISTING DAM MATERIALS. CONTRACTOR SHALL SUBMIT SAMPLES OF PROPOSED FILL MATERIALS TO THE GEOTECHNICAL ENGINEER FOR REVIEW AND APPROVAL. NO FILL SHALL BE PLACED UNTIL THE MATERIAL HAS BEEN APPROVED BY THE GEOTECHNICAL ENGINEER.

4.1.7. ALL FILL MATERIALS BE PLACED IN CONTROLLED LIFTS THAT ARE 6 INCHES OR LESS IN LOOSE THICKNESS AND SHALL BE COMPACTED TO AT LEAST 98 PERCENT OF THE MATERIAL'S MAXIMUM STANDARD PROCTOR DRY DENSITY. THE MOISTURE CONTENT OF THE FILL SHALL BE WITHIN 2 PERCENTAGE POINTS OF ITS OPTIMUM VALUE AT THE TIME OF COMPACTION.

4.1.8. THE EMBANKMENT FILL SHALL BE PLACED IN HORIZONTALLY BENCHED LIFTS. FILL SHALL NOT BE FROZEN WHEN PLACED, OR PLACED ON FROZEN SURFACES.

4.1.9. DOWNSTREAM SLOPES SHALL BE VEGETATED IMMEDIATELY FOLLOWING COMPLETION OF REMEDIAL CONSTRUCTION.

4.1.10. THE CREST SURFACE OF THE FINISHED DAM SHALL SLOPE TOWARD THE RESERVOIR AT A MINIMUM GRADE OF 2.0%. CONTRACTOR SHALL NOT ALLOW PRECIPITATION TO FLOW OVER THE DOWNSTREAM SLOPE.

4.1.11. RIP-RAP SHALL BE PLACED ON THE UPSTREAM FACE.

5. SURVEYING

5.1. COST OF STAKING SHALL BE INCLUDED IN SUBMITTED BID PRICE. ALL CONSTRUCTION STAKING SHALL BE PROVIDED BY INDEPENDENT LICENSED LAND SURVEYING COMPANY. CONTRACTOR SHALL PROVIDE QUALIFICATION STATEMENT FROM SURVEYOR TO ENGINEER AND OWNER FOR REVIEW AND APPROVAL PRIOR TO ENGAGING SURVEYOR.

5.2. PRIMARY CONTROL FOR CONSTRUCTION OF THE PROJECT HAS BEEN PROVIDED TO THE CONTRACTOR AS INDICATED ON THE PLANS. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE ACCURACY OF THE PROVIDED COORDINATE AND ELEVATION DATA PRIOR TO USING ANY OF THE LISTED POINTS FOR CONSTRUCTION STAKING OR PLACEMENT OF SECONDARY CONTROL.

5.3. PRIMARY CONTROL POINTS SHALL BE PROTECTED AND PRESERVED THROUGHOUT THE COURSE OF THE PROJECT. IN THE EVENT THAT THE LOCATION OF PRIMARY CONTROL INTERFERES WITH COMPLETION OF THE SCOPE OF WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR REVIEW PRIOR TO DISTURBING THE CONTROL POINT.

5.4. COST ASSOCIATED WITH THE REPLACEMENT OF ANY PRIMARY CONTROL DAMAGED DURING THE COURSE OF WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. REPLACEMENT CONTROL SHALL BE ESTABLISHED BY A LICENSED LAND SURVEYOR.

5.5. SECONDARY CONTROL SHALL BE SET AS NECESSARY BY THE CONTRACTOR TO ACCURATELY COMPLETE THE SCOPE OF WORK. COST ASSOCIATED WITH PLACEMENT OF ALL SECONDARY CONTROL AS WELL AS ANY NECESSARY CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

5.6. FIELD SURVEYS SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY TO CALCULATE AND VERIFY ANY QUANTITIES USED TO CALCULATE CHANGES IN THE CONTRACT AMOUNT. ALL SURVEYS SHALL BE COMPLETED BY A LICENSED LAND SURVEYOR AND SHALL BE SUBMITTED TO THE ENGINEER IN BOTH DIGITAL AND HARD COPY FORMAT. COST OF SURVEY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL HIRE A LICENSED SURVEYOR TO ESTABLISH AND STAKE THE PROPERTY LINES OF ALL LOTS ADJACENT TO THE CONSTRUCTION ZONE.

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
TITLE SHEET

Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	SUBMITTAL

Drawing No.

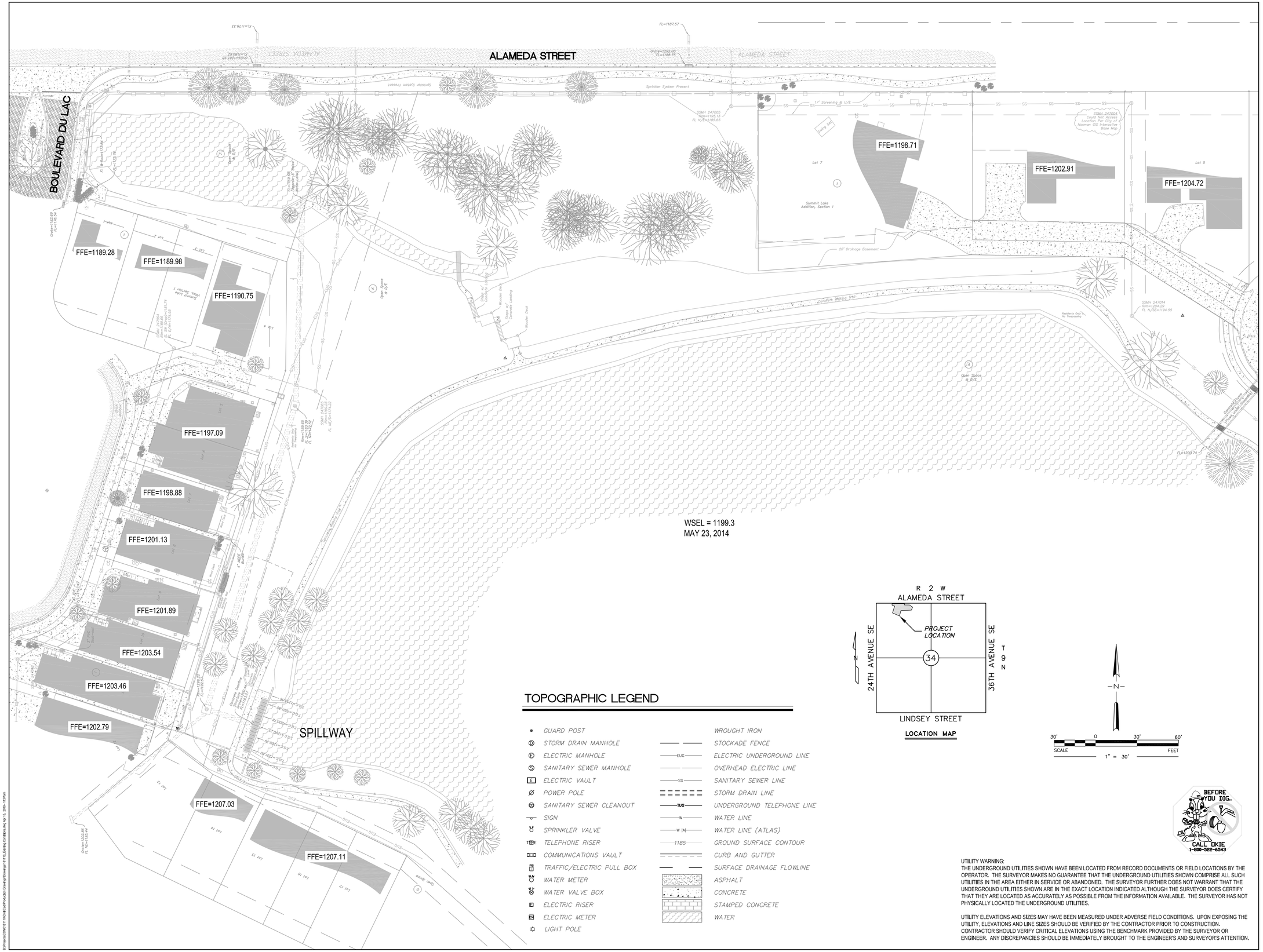
TS-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208

http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.2020

B:\Projects\CNC\181110\Civil\Cad\Production\Drawings\Drawings\181110_Title Sheet.dwg May 03, 2019 - 2:21pm



TOPOGRAPHIC LEGEND

GUARD POST	WROUGHT IRON
STORM DRAIN MANHOLE	STOCKADE FENCE
ELECTRIC MANHOLE	ELECTRIC UNDERGROUND LINE
SANITARY SEWER MANHOLE	OVERHEAD ELECTRIC LINE
ELECTRIC VAULT	SANITARY SEWER LINE
POWER POLE	STORM DRAIN LINE
SANITARY SEWER CLEANOUT	UNDERGROUND TELEPHONE LINE
SIGN	WATER LINE
SPRINKLER VALVE	WATER LINE (ATLAS)
TELEPHONE RISER	GROUND SURFACE CONTOUR
COMMUNICATIONS VAULT	CURB AND GUTTER
TRAFFIC/ELECTRIC PULL BOX	SURFACE DRAINAGE FLOWLINE
WATER METER	ASPHALT
WATER VALVE BOX	CONCRETE
ELECTRIC RISER	STAMPED CONCRETE
ELECTRIC METER	WATER
LIGHT POLE	

LOCATION MAP

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

4–15–2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
EXISTING CONDITIONS

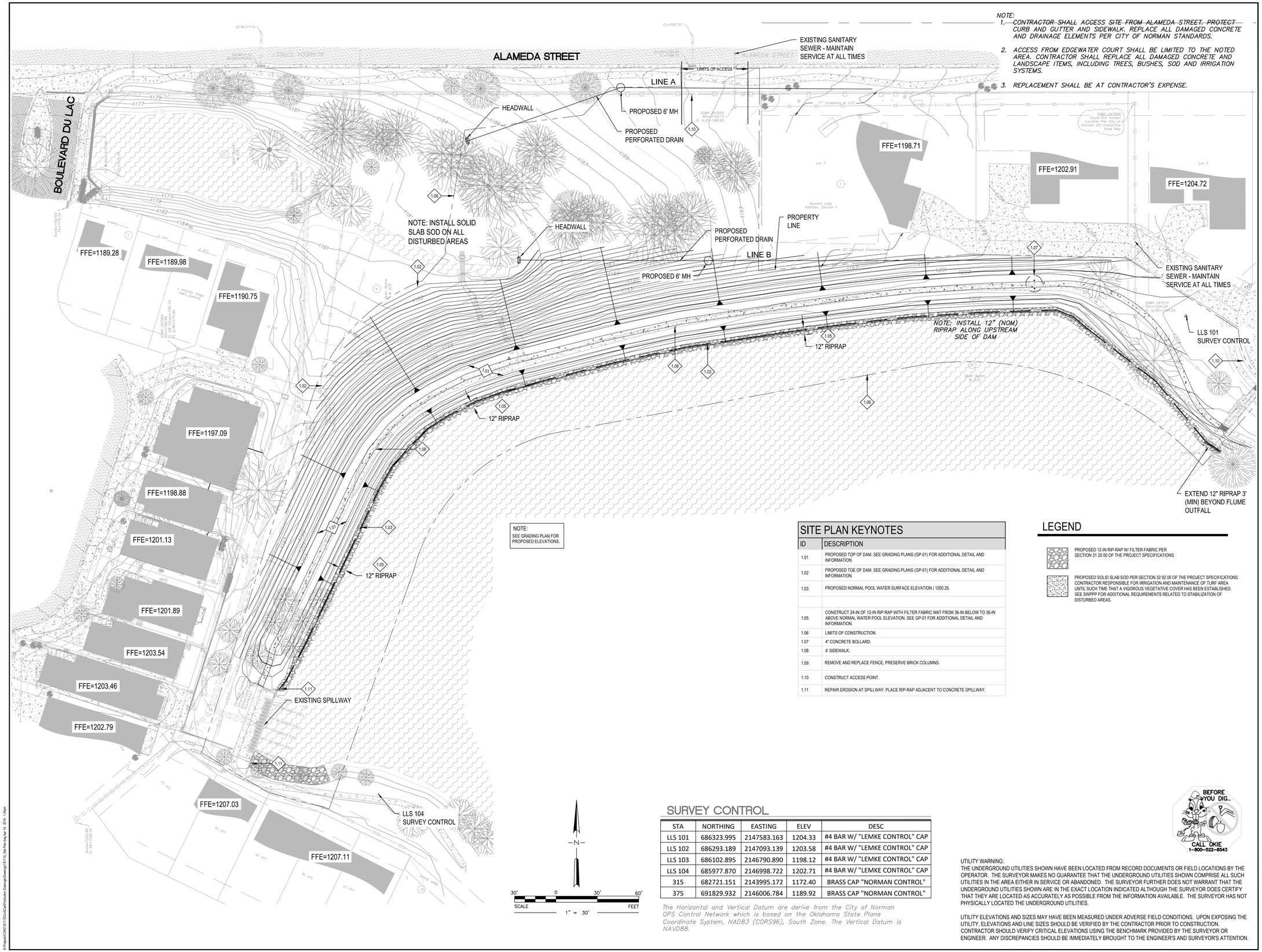
Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	REVIEW
Drawing No.	

EX-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208
http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.2020

BEFORE YOU DIG. CALL OKIE 1-800-522-6543



NOTE:
1. CONTRACTOR SHALL ACCESS SITE FROM ALAMEDA STREET. PROTECT CURB AND GUTTER AND SIDEWALK. REPLACE ALL DAMAGED CONCRETE AND DRAINAGE ELEMENTS PER CITY OF NORMAN STANDARDS.
2. ACCESS FROM EDGEWATER COURT SHALL BE LIMITED TO THE NOTED AREA. CONTRACTOR SHALL REPLACE ALL DAMAGED CONCRETE AND LANDSCAPE ITEMS, INCLUDING TREES, BUSHES, SOD AND IRRIGATION SYSTEMS.
3. REPLACEMENT SHALL BE AT CONTRACTOR'S EXPENSE.

NOTE:
SEE GRADING PLAN FOR PROPOSED ELEVATIONS.

SITE PLAN KEYNOTES

ID	DESCRIPTION
1.01	PROPOSED TOP OF DAM. SEE GRADING PLANS (GP-01) FOR ADDITIONAL DETAIL AND INFORMATION.
1.02	PROPOSED TOE OF DAM. SEE GRADING PLANS (GP-01) FOR ADDITIONAL DETAIL AND INFORMATION.
1.03	PROPOSED NORMAL POOL WATER SURFACE ELEVATION	1200.25.
1.05	CONSTRUCT 24-IN OF 12-IN RIP RAP WITH FILTER FABRIC MAT FROM 36-IN BELOW TO 36-IN ABOVE NORMAL WATER POOL ELEVATION. SEE GP-01 FOR ADDITIONAL DETAIL AND INFORMATION.
1.06	LIMITS OF CONSTRUCTION.
1.07	4" CONCRETE BOLLARD.
1.08	4' SIDEWALK.
1.09	REMOVE AND REPLACE FENCE, PRESERVE BRICK COLUMNS.
1.10	CONSTRUCT ACCESS POINT.
1.11	REPAIR EROSION AT SPILLWAY. PLACE RIP-RAP ADJACENT TO CONCRETE SPILLWAY.

LEGEND

PROPOSED 12-IN RIP-RAP W/ FILTER FABRIC PER SECTION 31 20 00 OF THE PROJECT SPECIFICATIONS.

PROPOSED SOLID SLAB SOD PER SECTION 32 92 00 OF THE PROJECT SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR IRRIGATION AND MAINTENANCE OF TURF AREA UNTIL SUCH TIME THAT A VIGOROUS VEGETATIVE COVER HAS BEEN ESTABLISHED. SEE SWPPP FOR ADDITIONAL REQUIREMENTS RELATED TO STABILIZATION OF DISTURBED AREAS.

SURVEY CONTROL

STA	NORTHING	EASTING	ELEV	DESC
LLS 101	686323.995	2147583.163	1204.33	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 102	686293.189	2147093.139	1203.58	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 103	686102.895	2146790.890	1198.12	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 104	685977.870	2146998.722	1202.71	#4 BAR W/ "LEMKE CONTROL" CAP
315	682721.151	2143995.172	1172.40	BRASS CAP "NORMAN CONTROL"
375	691829.932	2146006.784	1189.92	BRASS CAP "NORMAN CONTROL"

The Horizontal and Vertical Datum are derive from the City of Norman GPS Control Network which is based on the Oklahoma State Plane Coordinate System, NAD83 (CORS96), South Zone. The Vertical Datum is NAVD88.

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

EOR Oklahoma Registered Professional Engineer 21319

4-15-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
SITE PLAN

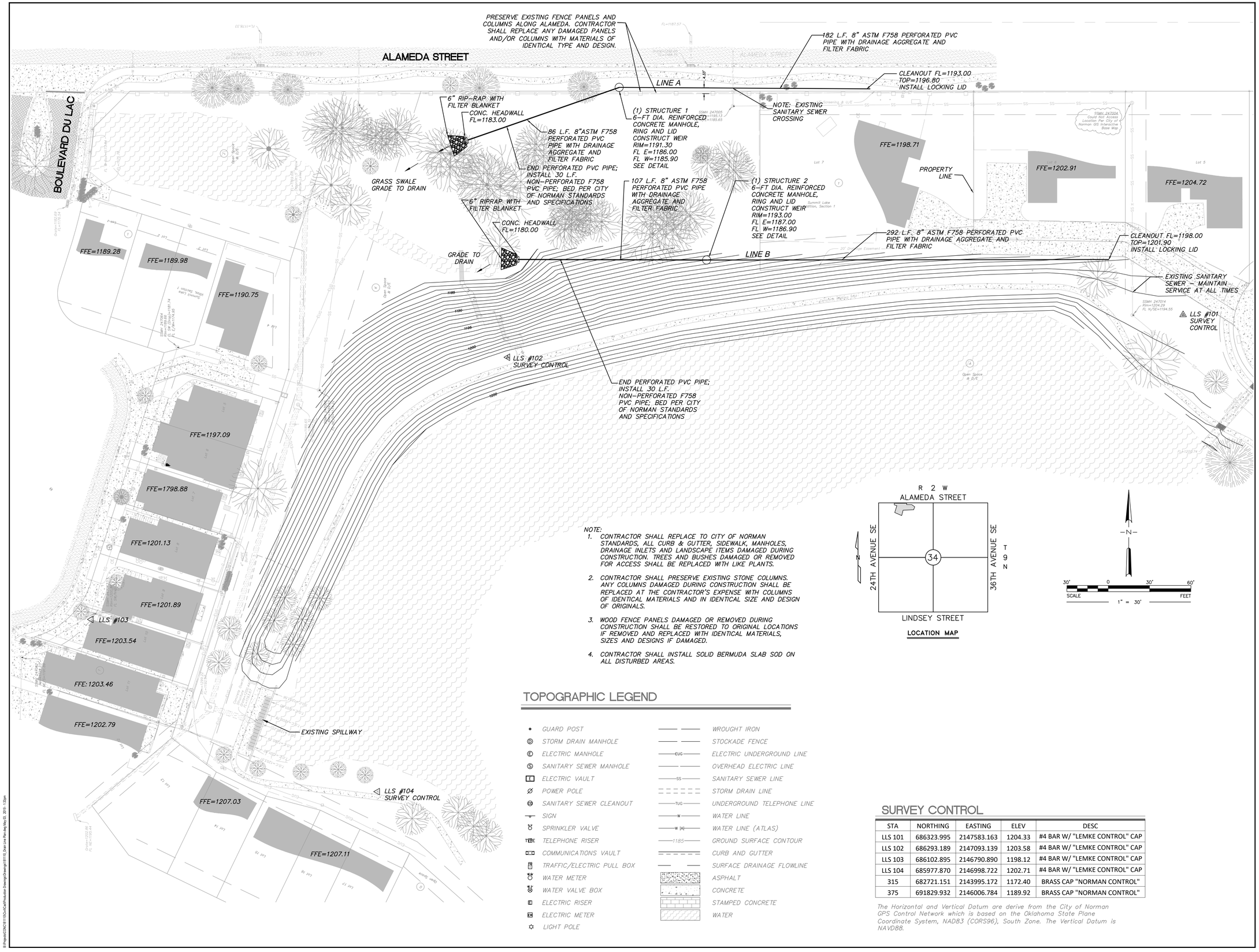
Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	SUBMITTAL
Drawing No.	SP-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208

http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.20

B:\Projects\CNC\181110\CivilCad\Production Drawings\Drawings\181110_Site Plan.dwg Apr 15, 2019 - 1:48pm



NOTE:

1. CONTRACTOR SHALL REPLACE TO CITY OF NORMAN STANDARDS, ALL CURB & GUTTER, SIDEWALK, MANHOLES, DRAINAGE INLETS AND LANDSCAPE ITEMS DAMAGED DURING CONSTRUCTION. TREES AND BUSHES DAMAGED OR REMOVED FOR ACCESS SHALL BE REPLACED WITH LIKE PLANTS.
2. CONTRACTOR SHALL PRESERVE EXISTING STONE COLUMNS. ANY COLUMNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH COLUMNS OF IDENTICAL MATERIALS AND IN IDENTICAL SIZE AND DESIGN OF ORIGINALS.
3. WOOD FENCE PANELS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE RESTORED TO ORIGINAL LOCATIONS IF REMOVED AND REPLACED WITH IDENTICAL MATERIALS, SIZES AND DESIGNS IF DAMAGED.
4. CONTRACTOR SHALL INSTALL SOLID BERMUDA SLAB SOD ON ALL DISTURBED AREAS.

LOCATION MAP

TOPOGRAPHIC LEGEND

GUARD POST	WROUGHT IRON
STORM DRAIN MANHOLE	STOCKADE FENCE
ELECTRIC MANHOLE	ELECTRIC UNDERGROUND LINE
SANITARY SEWER MANHOLE	OVERHEAD ELECTRIC LINE
ELECTRIC VAULT	SANITARY SEWER LINE
POWER POLE	STORM DRAIN LINE
SANITARY SEWER CLEANOUT	UNDERGROUND TELEPHONE LINE
SIGN	WATER LINE
SPRINKLER VALVE	WATER LINE (ATLAS)
TELEPHONE RISER	GROUND SURFACE CONTOUR
COMMUNICATIONS VAULT	CURB AND GUTTER
TRAFFIC/ELECTRIC PULL BOX	SURFACE DRAINAGE FLOWLINE
WATER METER	ASPHALT
WATER VALVE BOX	CONCRETE
ELECTRIC RISER	STAMPED CONCRETE
ELECTRIC METER	WATER
LIGHT POLE	

SURVEY CONTROL

STA	NORTHING	EASTING	ELEV	DESC
LLS 101	686323.995	2147583.163	1204.33	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 102	686293.189	2147093.139	1203.58	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 103	686102.895	2146790.890	1198.12	#4 BAR W/ "LEMKE CONTROL" CAP
LLS 104	685977.870	2146998.722	1202.71	#4 BAR W/ "LEMKE CONTROL" CAP
315	682721.151	2143995.172	1172.40	BRASS CAP "NORMAN CONTROL"
375	691829.932	2146006.784	1189.92	BRASS CAP "NORMAN CONTROL"

The Horizontal and Vertical Datum are derive from the City of Norman GPS Control Network which is based on the Oklahoma State Plane Coordinate System, NAD83 (CORS96), South Zone. The Vertical Datum is NAVD88.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

5-3-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
DRAIN LINE PLAN

Project No.	181110
Drawn By	MTM
Checked By	EOR
Date	3-01-2019
Scale	AS SHOWN
Issued For	SUBMITTAL
Drawing No.	

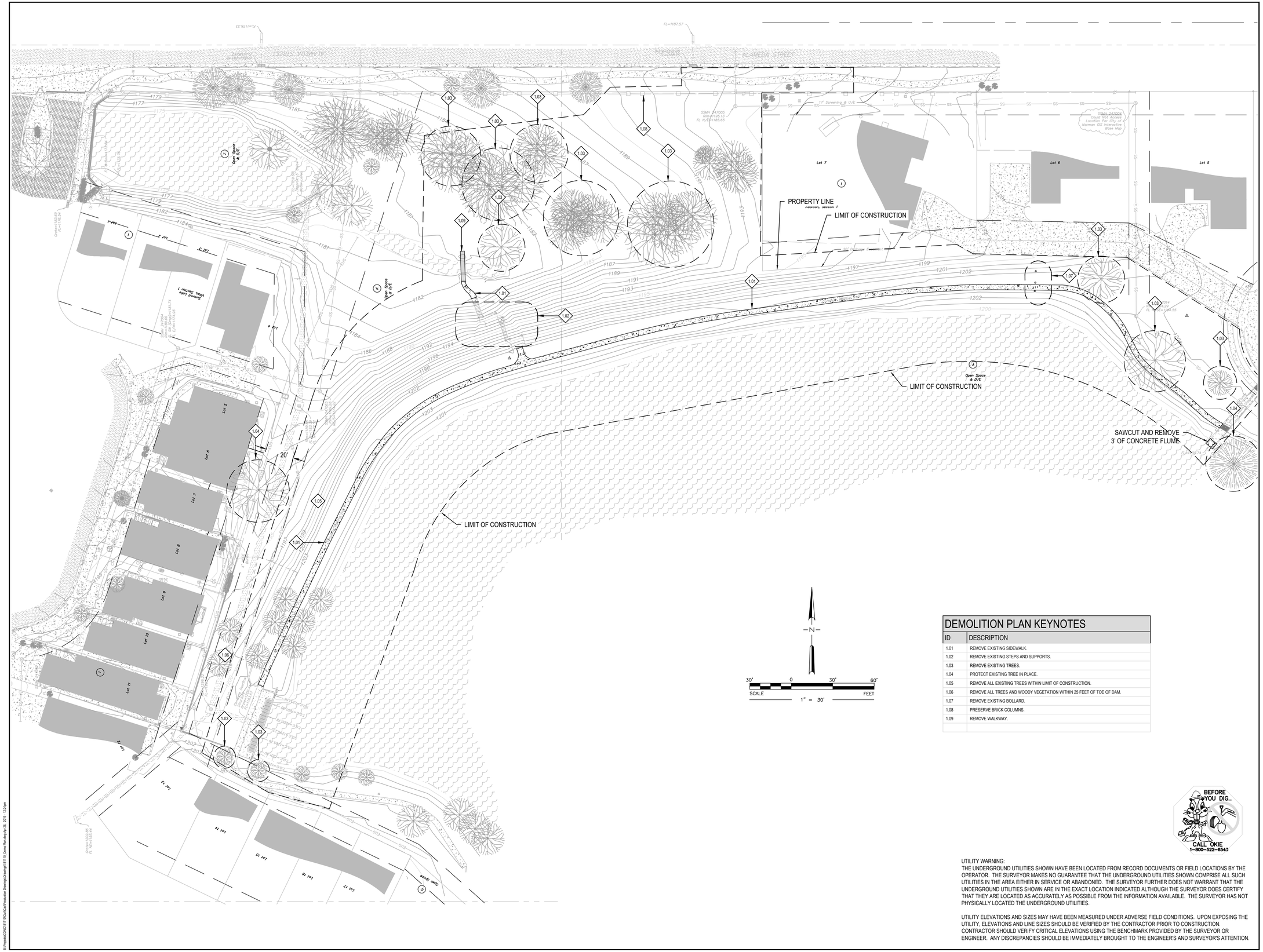
DL-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208

http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.2020

B:\Projects\CNC\181110\Civil\Cad\Production Drawings\Drawings\181110_Drain Line Plan.dwg May 03, 2019 - 1:32pm



N

30' 0 30' 60'

SCALE 1" = 30' FEET

DEMOLITION PLAN KEYNOTES

ID	DESCRIPTION
1.01	REMOVE EXISTING SIDEWALK.
1.02	REMOVE EXISTING STEPS AND SUPPORTS.
1.03	REMOVE EXISTING TREES.
1.04	PROTECT EXISTING TREE IN PLACE.
1.05	REMOVE ALL EXISTING TREES WITHIN LIMIT OF CONSTRUCTION.
1.06	REMOVE ALL TREES AND WOODY VEGETATION WITHIN 25 FEET OF TOE OF DAM.
1.07	REMOVE EXISTING BOLLARD.
1.08	PRESERVE BRICK COLUMNS.
1.09	REMOVE WALKWAY.

BEFORE YOU DIG..
CALL OKIE
1-800-522-6543

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

4-26-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
DEMOLITION PLAN

Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	SUBMITTAL

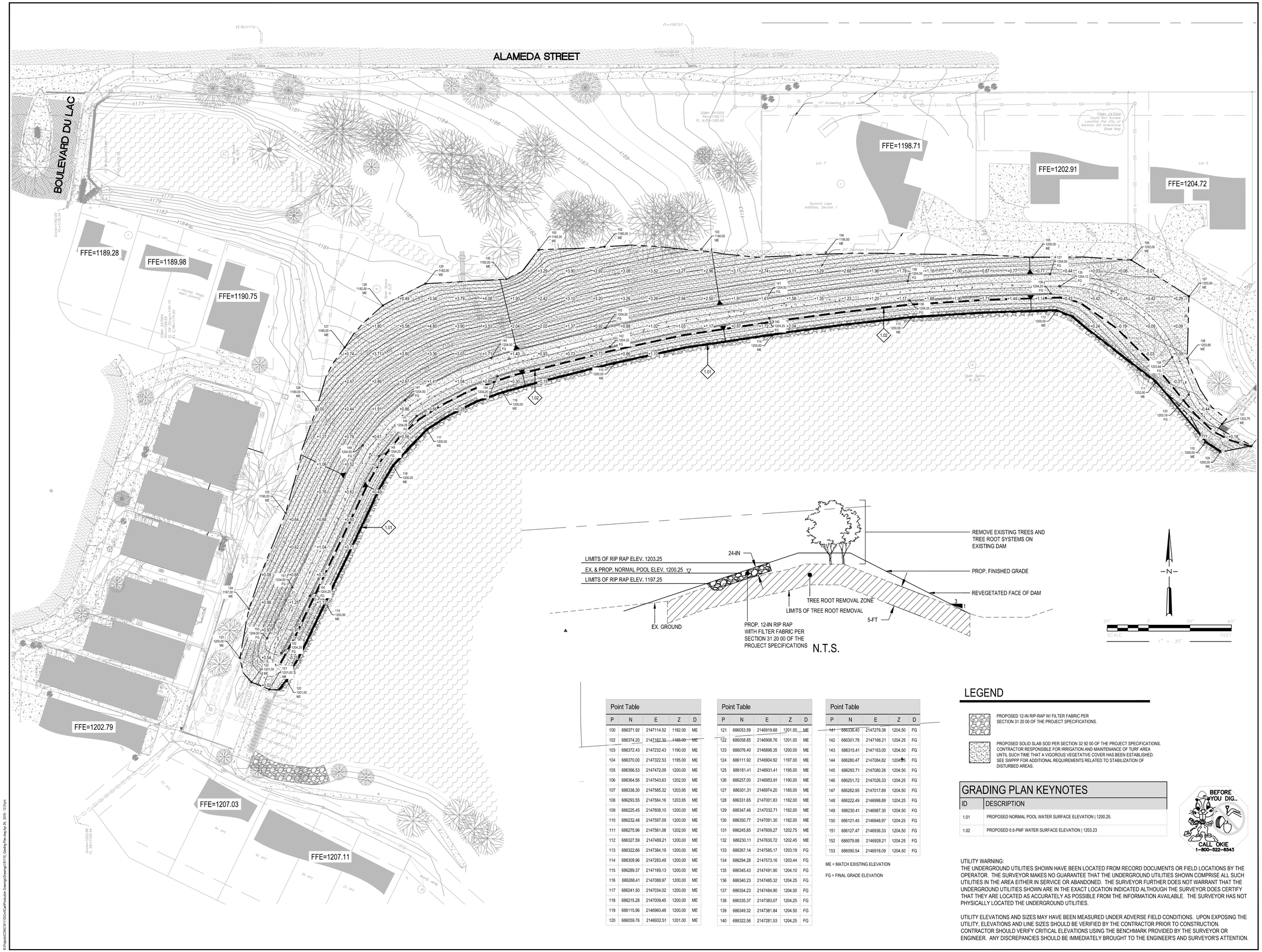
Drawing No.

DP-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208
http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.20

E:\Projects\CONC\181110\Civil\Cad\Production Drawings\Drawings\181110_Demo Plan.dwg Apr 26, 2019 - 12:51pm



Point Table				
P	N	E	Z	D
100	686371.92	2147114.52	1182.00	ME
102	686374.20	2147182.30	1185.00	ME
103	686372.43	2147232.43	1190.00	ME
104	686370.00	2147322.53	1195.00	ME
105	686366.53	2147472.09	1200.00	ME
106	686364.56	2147543.63	1202.00	ME
107	686338.30	2147585.32	1203.95	ME
108	686293.55	2147584.16	1203.95	ME
109	686225.45	2147608.10	1200.00	ME
110	686232.48	2147597.09	1200.00	ME
111	686275.96	2147561.08	1202.00	ME
112	686327.59	2147489.21	1200.00	ME
113	686322.66	2147384.19	1200.00	ME
114	686309.96	2147283.49	1200.00	ME
115	686289.37	2147169.13	1200.00	ME
116	686268.41	2147088.97	1200.00	ME
117	686241.50	2147034.02	1200.00	ME
118	686215.28	2147009.45	1200.00	ME
119	686115.96	2146960.48	1200.00	ME
120	686059.76	2146932.51	1201.00	ME

Point Table				
P	N	E	Z	D
121	686053.59	2146919.68	1201.00	ME
122	686058.85	2146906.76	1201.00	ME
123	686076.40	2146898.35	1200.00	ME
124	686111.92	2146904.92	1197.00	ME
125	686181.41	2146931.41	1195.00	ME
126	686257.00	2146953.91	1190.00	ME
127	686301.31	2146974.20	1185.00	ME
128	686331.65	2147001.83	1182.00	ME
129	686347.46	2147032.71	1182.00	ME
130	686350.77	2147091.30	1182.00	ME
131	686245.85	2147609.27	1202.75	ME
132	686230.11	2147630.72	1202.45	ME
133	686267.14	2147585.17	1203.19	FG
134	686294.28	2147573.16	1203.44	FG
135	686345.43	2147491.90	1204.10	FG
136	686340.23	2147485.32	1204.25	FG
137	686354.23	2147484.90	1204.50	FG
138	686335.37	2147383.07	1204.25	FG
139	686349.32	2147381.84	1204.50	FG
140	686322.56	2147281.53	1204.25	FG

Point Table				
P	N	E	Z	D
141	686336.40	2147279.38	1204.50	FG
142	686301.78	2147166.21	1204.25	FG
143	686315.41	2147163.00	1204.50	FG
144	686280.47	2147084.82	1204.25	FG
145	686293.71	2147080.26	1204.50	FG
146	686251.72	2147026.33	1204.25	FG
147	686262.95	2147017.89	1204.50	FG
148	686222.49	2146998.89	1204.25	FG
149	686230.41	2146987.30	1204.50	FG
150	686121.45	2146948.97	1204.25	FG
151	686127.47	2146936.33	1204.50	FG
152	686079.88	2146928.21	1204.25	FG
153	686090.54	2146918.09	1204.50	FG

ME = MATCH EXISTING ELEVATION

FG = FINAL GRADE ELEVATION

LEGEND

PROPOSED 12-IN RIP-RAP W/ FILTER FABRIC PER SECTION 31 20 00 OF THE PROJECT SPECIFICATIONS.

PROPOSED SOLID SLAB SOD PER SECTION 32 92 00 OF THE PROJECT SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR IRRIGATION AND MAINTENANCE OF TURF AREA UNTIL SUCH TIME THAT A VIGOROUS VEGETATIVE COVER HAS BEEN ESTABLISHED. SEE SWPPP FOR ADDITIONAL REQUIREMENTS RELATED TO STABILIZATION OF DISTURBED AREAS.

GRADING PLAN KEYNOTES

ID	DESCRIPTION
1.01	PROPOSED NORMAL POOL WATER SURFACE ELEVATION | 1200.25.
1.02	PROPOSED 0.5-PMF WATER SURFACE ELEVATION | 1203.23

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

4-26-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
GRADING PLAN

Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	SUBMITTAL
Drawing No.	GP-01

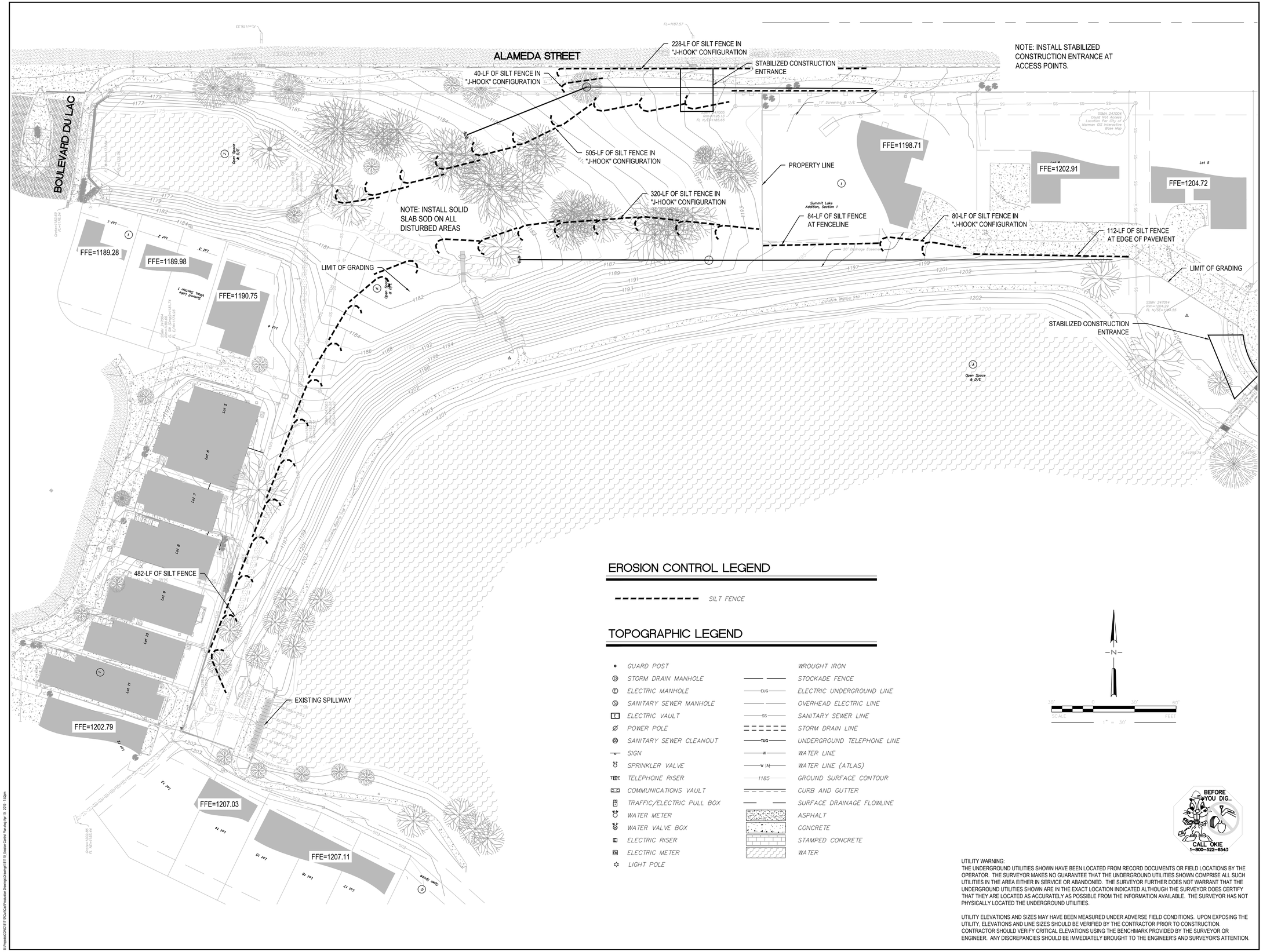
CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208

http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.20

BINDING MARGIN

S:\Projects\CNC\181110\Civil\Cad\Production Drawings\Drawings\181110_Grading Plan.dwg Apr 26, 2019 - 12:51pm



EROSION CONTROL LEGEND

SILT FENCE

TOPOGRAPHIC LEGEND

GUARD POST	WROUGHT IRON
STORM DRAIN MANHOLE	STOCKADE FENCE
ELECTRIC MANHOLE	ELECTRIC UNDERGROUND LINE
SANITARY SEWER MANHOLE	OVERHEAD ELECTRIC LINE
ELECTRIC VAULT	SANITARY SEWER LINE
POWER POLE	STORM DRAIN LINE
SANITARY SEWER CLEANOUT	UNDERGROUND TELEPHONE LINE
SIGN	WATER LINE
SPRINKLER VALVE	WATER LINE (ATLAS)
TELEPHONE RISER	GROUND SURFACE CONTOUR
COMMUNICATIONS VAULT	CURB AND GUTTER
TRAFFIC/ELECTRIC PULL BOX	SURFACE DRAINAGE FLOWLINE
WATER METER	ASPHALT
WATER VALVE BOX	CONCRETE
ELECTRIC RISER	STAMPED CONCRETE
ELECTRIC METER	WATER
LIGHT POLE	

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

OKLAHOMA REGISTERED PROFESSIONAL ENGINEER 19319

4-15-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS PHASE 2

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association

DRAWING TITLE
EROSION CONTROL PLAN

Project No.	181110
Drawn By	AWH
Checked By	EOR
Date	3/01/2019
Scale	AS SHOWN
Issued For	SUBMITTAL

Drawing No.

ECP-01

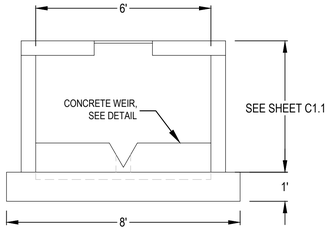
CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208

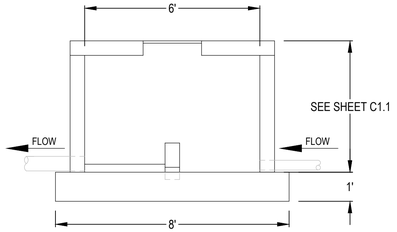
http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.20

B:\Projects\CNC\181110\CivilCad\Production Drawings\Drawings\181110_Erosion Control Plan.dwg Apr 15, 2019 - 1:52pm

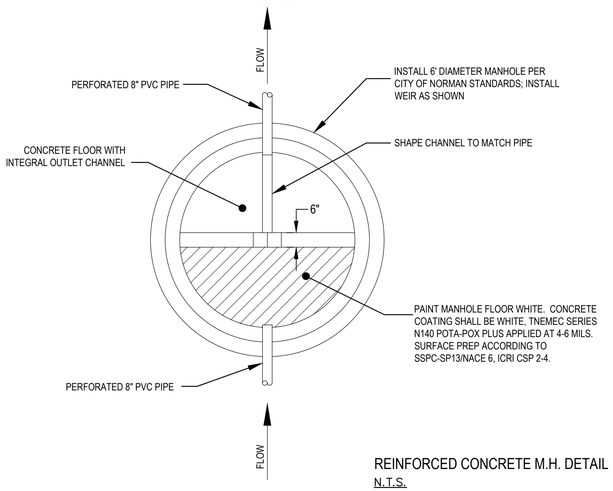
FRONT VIEW



SIDE VIEW

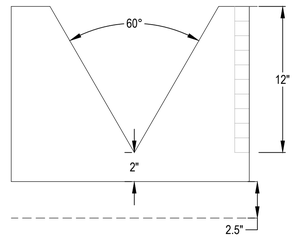


TOP VIEW



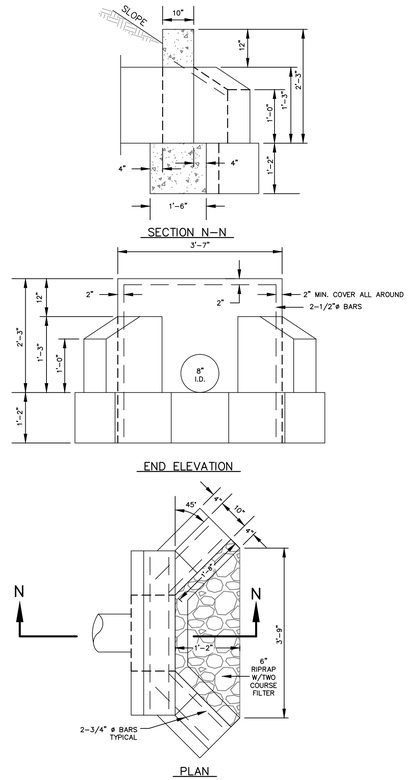
REINFORCED CONCRETE M.H. DETAIL
N.T.S.

WEIR DETAIL



1" WIDE X 1/4" THICK X 12" LENGTH STAINLESS STEEL BAR, MARKED IN 0.1-FT INCREMENTS FROM BASE TO TOP OF V-NOTCH WEIR

4,000-PSI CONCRETE WEIR KEYED INTO BASE OF MAHHOLE 2.5" W/ #4 REBAR ON 6' C/C



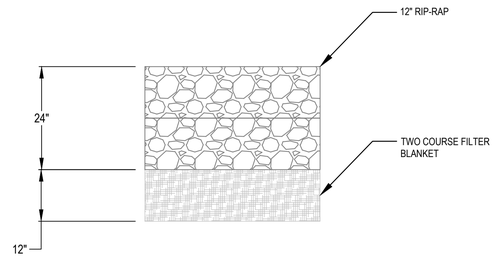
REINFORCED CONCRETE HEADWALL DETAIL

N.T.S.

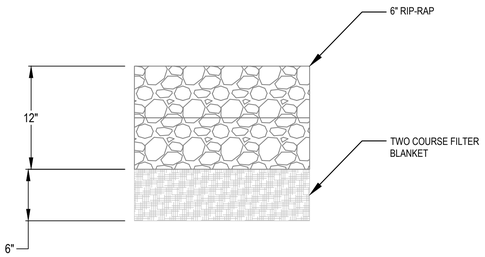
HEADWALL NOTES:

1. *ALL REINFORCING STEEL SHALL BE GR60 DEFORMED BARS.*
2. *NO WELDS SHALL BE ALLOWED.*
3. *P.C. CONCRETE SHALL HAVE A MINIMUM 3,500 PSI COMPRESSIVE STRENGTH AT 28 DAYS.*
4. *APPLY ¾" CHAMFER TO ALL EXPOSED CORNERS.*
5. *APPLY CARBORUNDUM FINISH TO ALL EXPOSED SURFACES.*
6. *PLACE 6" (NOM) RIPRAP AS SHOWN WITH TWO COURSE FILTER BLANKET.*

TYPICAL 12" (NOM) RIPRAP SECTION

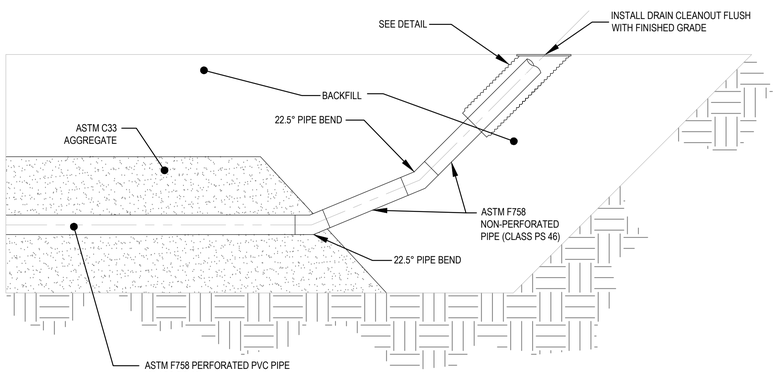


TYPICAL 6" (NOM) RIPRAP SECTION

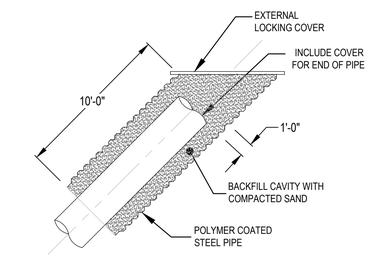


CLEANOUT ACCESS FEATURES

N.T.S.



DETAIL

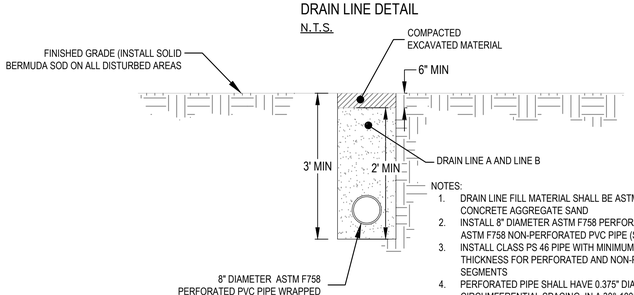


NOTES:

1. INSTALL 15" DIAMETER POLYMER COATED STEEL PIPE (AASHTO M36 AND M245, AS MANUFACTURED BY CONTECH, OR AN APPROVED EQUIVALENT)
2. PIPE SHALL BE 14 GA. WITH MINIMUM WALL OF 0.079"

DRAIN LINE DETAIL

N.T.S.



NOTES:

1. DRAIN LINE FILL MATERIAL SHALL BE ASTM C-33 FINE CONCRETE AGGREGATE SAND
2. INSTALL 8" DIAMETER ASTM F758 PERFORATED PVC PIPE AND ASTM F758 NON-PERFORATED PVC PIPE (SOLVENT WELDED)
3. INSTALL CLASS PS 46 PIPE WITH MINIMUM 0.24" WALL THICKNESS FOR PERFORATED AND NON-PERFORATED SEGMENTS
4. PERFORATED PIPE SHALL HAVE 0.375" DIAMETER HOLES WITH CIRCUMFERENTIAL SPACING IN A 30°-100°-30° PATTERN AND LONGITUDINAL SPACING AT 3.25" ON CENTER
5. WRAP TRENCH AND PERFORATED PVC PIPE WITH FILTER FABRIC (MIRAFI N140 OR APPROVED EQUIVALENT)
6. INSTALL COVER FLUSH WITH GROUND ON UPSTREAM CLEANOUT END FOR LINE A AND LINE B.
7. INSTALL LOCKING CAP OVER UPSTREAM END AND INSTALL COVER ON END OF INTERIOR PVC PIPE.

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

6-7-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

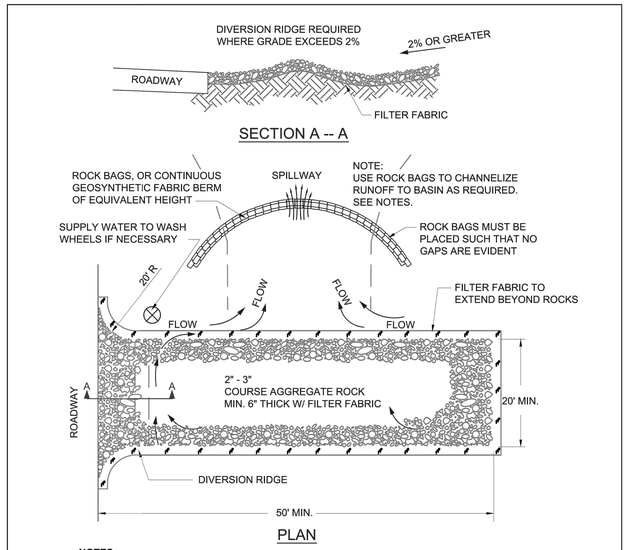
DRAWING TITLE
DETAIL SHEET

Project No.	181110
Drawn By	MTM
Checked By	EOR
Date	3/01/2019
Scale	NA
Issued For	SUBMITTAL
Drawing No.	DT-01

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208
http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.2020

B:\Projects\CMC\181110\Civil\Cad\Production Drawings\Drawings\181110_Detail_DT-dwg, Jul 07, 2019, 4:18pm

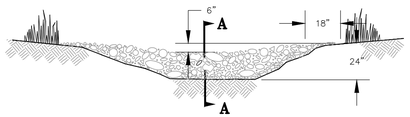


NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.

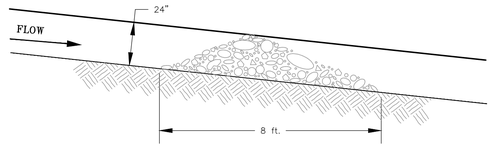
TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT

SCALE: NTS



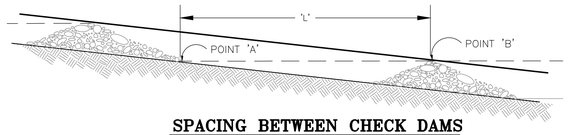
VIEW LOOKING UPSTREAM

NOTE:
KEY STONE INTO THE DITCH BANKS AND EXTEND IT BEYOND THE ABUTMENTS A MINIMUM OF 18" TO PREVENT OVER FLOW AROUND DAM.



SECTION A – A

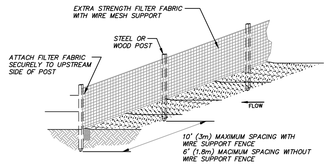
'L' = THE DISTANCE SUCH THAT POINTS 'A' AND 'B' ARE OF EQUAL ELEVATION.

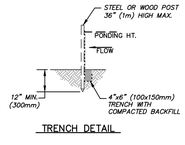


SPACING BETWEEN CHECK DAMS

ROCK CHECK DAM

SCALE: NTS



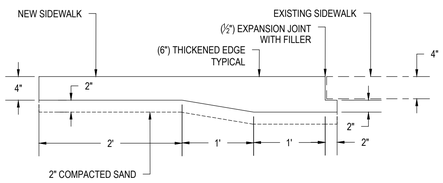


TRENCH DETAIL

NOTE
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" (225mm) MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

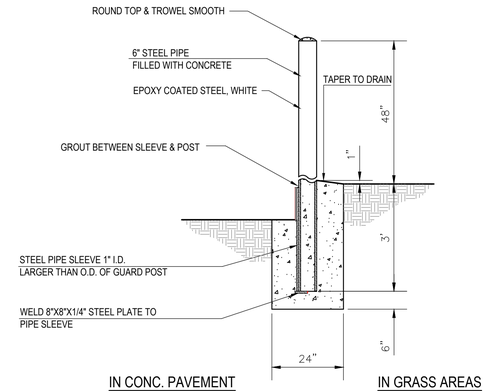
TEMPORARY SILT FENCE

SCALE: NTS



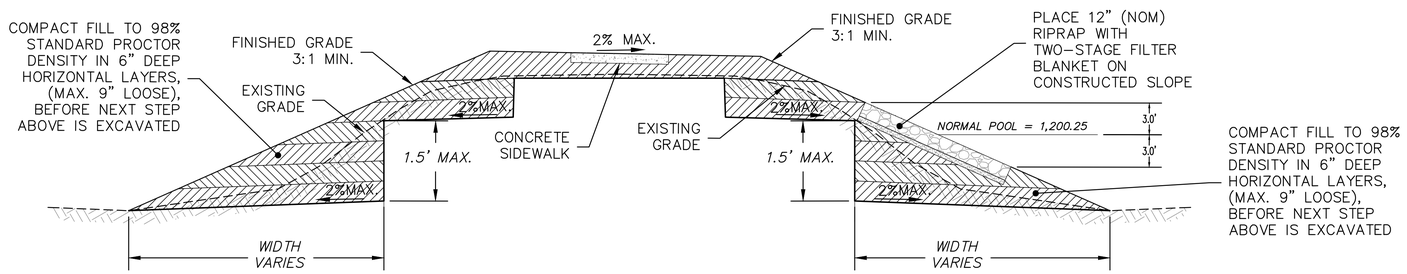
SIDEWALK PROFILE DETAIL

SCALE: NTS



BOLLARD DETAIL

SCALE: NTS



TYPICAL SECTION BENCHING DETAIL

NOT TO SCALE

UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE
DETAIL SHEET

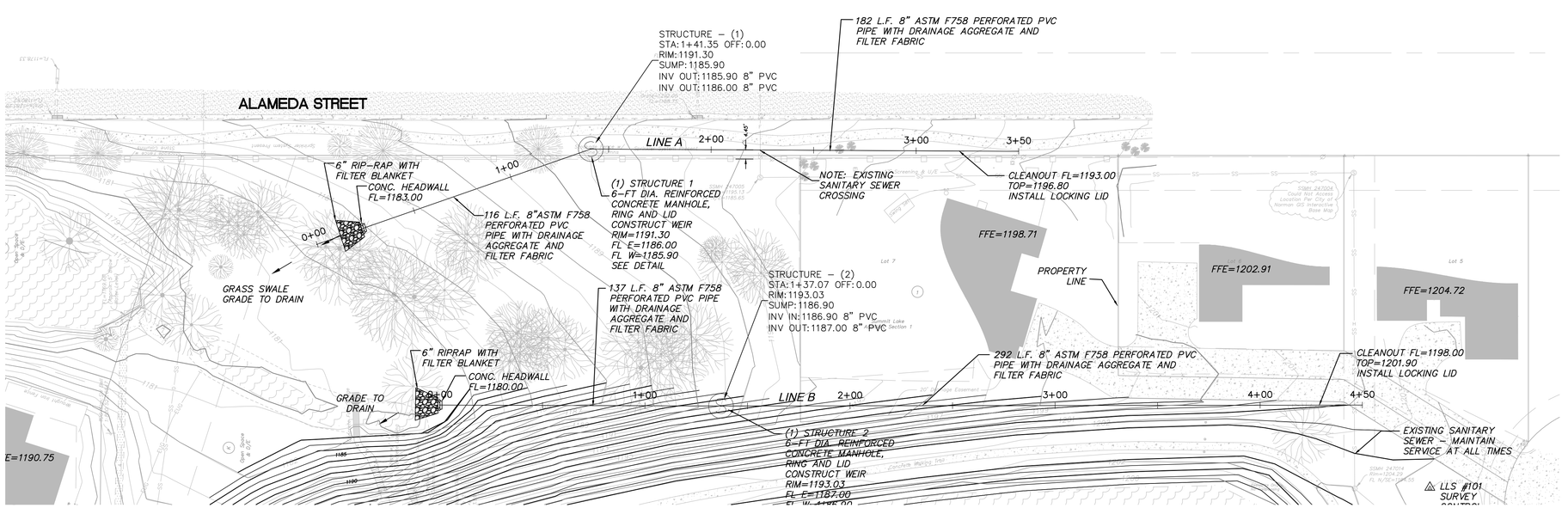
Project No.	181110
Drawn By	MTM
Checked By	EOR
Date	3/01/2019
Scale	NA
Issued For	SUBMITTAL

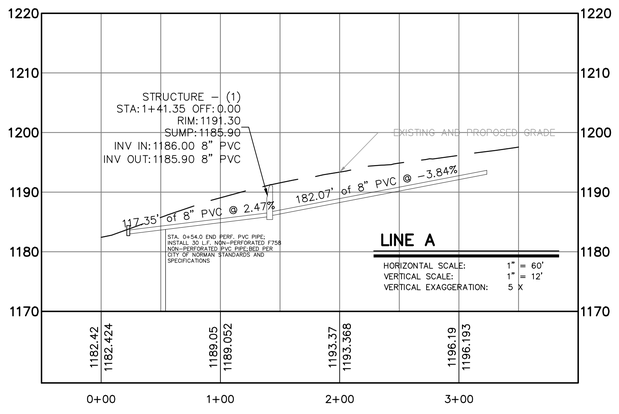
Drawing No.

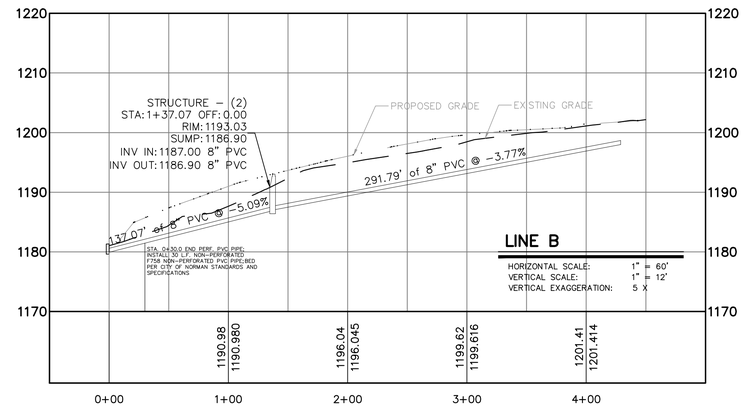
DT-02

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687
3700 W. Robinson Ave. Ste. 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.701.5208
http://www.cardinalengineers.com
C.A.# 7110, expiration date 06.30.2020

R:\Projects\CNG\181110\Civil\Cad\Production Drawings\Drawings\181110_Detail_02.dwg May 03, 2019 - 1:12pm







E:\Projects\DWG\181110\Civil\Civil Production Drawings\Drawings\181110_Dana Lee Profiles.dwg May 03, 2019 - 2:07pm

REVISIONS

No.	Description	Date

KEY PLAN

SIGNATURE/SEAL

OKLAHOMA PROFESSIONAL ENGINEER 25319

5-3-2019

PROJECT

MISTY LAKE DAM IMPROVEMENTS

LOCATION
SUMMIT LAKES ADDITION
NORMAN, OK

PREPARED FOR
Summit Lakes Property Owners Association/City of Norman

DRAWING TITLE

DRAIN LINE PROFILES

Project No.	181110
Drawn By	MM
Checked By	EOR
Date	04/17/19
Scale	NTS
Issued For	APPROVAL

Drawing No.

DT-03

CARDINAL ENGINEERING
An ENVIROCLEAN Company
1015 N. Broadway Ave., Suite 300
Oklahoma City, OK 73102
Phone 405.842.1066
Fax 405.843.4687

3700 W. Robinson, Suite 200
Norman, OK 73072
Phone 405.579.0655
Fax 405.366.8540

http://www.cardinalengineers.com
CA# 7110, expiration date 06.30.2020

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-134: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY AND CITY OF NORMAN AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FEMA'S REHABILITATION OF HIGH HAZARD POTENTIAL DAMS (HHPD) FOR CONSTRUCTION OF THE MISTY LAKE DAM FOR FISCAL YEAR 2024.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Scott Sturtz, Interim Director of Public Works

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-134: A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY AND CITY OF NORMAN AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FEMA'S REHABILITATION OF HIGH HAZARD POTENTIAL DAMS (HHPD) FOR CONSTRUCTION OF THE MISTY LAKE DAM FOR FISCAL YEAR 2024.

BACKGROUND:

The Summit Lakes Addition and the Summit Lake Villas Addition are located between 24th Avenue SE and 36th Avenue SE on Alameda Street. At the time of contract adoption, the Summit Lakes Addition was platted into ten different sections comprising 542 lots and the Summit Villas Addition is platted into 66 lots. The Summit Lakes Addition also originally included a proposed Section 11 that would contain 69 lots that has since final platted to include 66 lots.

There are seven lakes within the Additions that function as a storm water drainage system: Misty Lake, Heron Lake, Drake Lake, Hidden Lake, Willow Lake, StarCrest Lake, and Secret Lake. All of these improvements and amenities are currently owned, managed, maintained, and controlled by one or both of the Summit Lakes Property Owners Association and the Summit Villas Property Owners Association. On March 16, 2011, the Summit Lakes Property Owners Association was notified by the Oklahoma Water Resource Board (OWRB) that the dam associated with Misty Lake was being reclassified as a "high hazard" dam due to the potential downstream impacts on Alameda Street and nearby homes in event of a failure of the dam. On March 20, 2015, the Oklahoma Water Resource Board (OWRB) issued an emergency order and set an administrative hearing on April 14, 2015 due to the dangerous condition of the dam. Subsequent to the hearing, the OWRB issued a Consent Order on July 8, 2015 requiring the Summit Lakes Property Owners Association to lower the lake level three feet below the emergency spillway and maintain that level until the dam was repaired. The Consent Order also required the Summit Lakes Property Owners Association to prepare and submit engineering plans and to make repairs as specified in the engineering plans. The engineering plans were completed and the cost of necessary repairs was estimated to be within the range of $ 595,000 to $700,000.

Due to the significant cost of the necessary repairs, the two Property Owners Associations were unable to fund the repairs. They reached out to the Developer of the Additions, Summit Lakes, LLC, and the City of Norman for assistance. At that time, the parties began discussing options

to resolve the issue. City Council met on this topic in a Study Session on December 6, 2016 and in Executive Session on January 24, 2017, May 9, 2017, and June 13, 2017. The parties ultimately came to an agreement on a proposed Participation Agreement for the Misty Lake Dam Repair Project, adopted in June 2017. The Summit Lakes Property Owners Association and the Summit Villas Property Owners Association ultimately offered to participate through a pro rata lot assessment assuming such an assessment is approved by the members of the respective property owners associations . Per the original contract terms, the Developer, Summit Lakes LLC, offered to contribute a cash payment toward the repair project as well as agreeing to assess the future Section 11 lots at the same rate as the lots assessed by the POAs.

The City of Norman Stormwater Master Plan recommends public and private participation in order to assure that necessary maintenance to key stormwater infrastructure occurs, especially in cases where property owners associations are unable to perform such functions. The City is also responsible for both of the two other high hazard dams located in the City of Norman by virtue of ownership (Hall Park Dam) or lease obligation (Sutton Lake Dam). Repair and maintenance of the Misty Lake Dam is important to adequately address storm water retention and runoff concerns that could impact citizens of Norman who live in either of the Summit Lakes Additions as well as other citizens of Norman who may be impacted by a failure of the Misty Lake Dam and effects on surrounding infrastructure improvements. For these reasons, under the terms of the Agreement, the City agreed to accept permanent ownership and maintenance of the Misty Lake Dam following completion of the repair project. In addition, the City agreed to assist in collection of assessment to property owners through the regular utility billing processes and remit the same to the lender financing the repairs. This collection process is similar to an Agreement approved by Council earlier in 2017 for the Cedar Lakes subdivision that was also having a dam safety issue.

Engineering plans have been completed by Cardinal Engineering, now Parkhill, detailing the scope of the required repairs. In accordance with the original adopted agreement, once the necessary engineering documents are completed and the estimated amount of funds are delivered to the City, the City was to administer construction of the dam repairs as a public construction project through the Oklahoma Competitive Bidding Act. The successful bidder will be required to submit bonds covering the repairs. The City will also provide construction oversight at the City's cost. Additionally, the original agreement provided that the City would not let the improvement project for a competitive bidding process until the POAs, in accordance with their covenants, approve the transfer of Misty Lake Dam to the City and approve the assessments for the repair costs in an amount not to exceed the amount of the revised engineering estimate less the Developer's contributions. As originally envisioned, the City would begin to collect the assessments through the City's utility billing process upon completion of construction and will charge an administrative fee of $1 per month per lot. The POAs repayment terms were to be negotiated with a private lender. Since the adoption of the original agreement, the POAs have assessed their membership and are prepared to either directly fund or have secured loans for their share of the improvement cost.

Per the original agreement, if the bids exceed the engineer's estimate, the parties must agree on adjustments to the project scope that accomplish the dam repairs goals. If this is not feasible, the parties will attempt to agree on supplemental funding sources to allow the project to be constructed as originally designed. If supplemental funding cannot be agreed upon, the funds will be returned to the lender or contributing party as appropriate and the bid to construct the project will not be accepted. Additionally, the POAs were to transfer drainage and access

easements relative to the common areas to the City of Norman without cost to the City. The drainage and access easements were to be for Misty Lake Dam maintenance and repair purposes and would not include a right of general public access to the dam for recreational purposes. The City was to use these easements to perform dam safety inspections; preparing annual reports to OWRB relative to the high hazard dam structure; and tree removal or other such repairs necessary to maintain the structural integrity of the dam as well as for completion of the initial repairs. However, the POAs were to retain all responsibility for mowing, sidewalks, litter control, and all other improvements that are not integral to the structure of the dam

The project has now been designed and is ready to bid. Because the financing arrangements have changed since the adoption of the agreement, and the Section 11 lots have not fully sold yet, the parties felt it necessary to amend this agreement on January 12, 2021 to better respond to the situation at that time. This Amendment No. One accomplished four principal purposes:

1) It changed the timing of payment to the City for the construction contract from prior to bidding to prior to contract award and required these funds to be held in a separate account for this purpose;

2) It set forth the Developer's agreement to deliver the funds for project costs attributable to the unsold Section 11 lots at the time all other construction funds are delivered to the City by the POAs;

3) It required ther parties' to move forward with a Construction Manager at Risk ("CMAR") form contract, as municipalities are allowed to proceed under Oklahoma law and the Competitive Bidding Act; and

4) It provided a process whereby unforeseen cost overages would be identified, discussed and funded by the parties in the context of the CMaR contractual relationship.

Following the approval of Amendment No. One, Downey Construction was hired as a CMaR on the project, pursuant to Contract K-2122-67. Parkhill was also retained by the City to provide Construction Oversight services for the Project pursuant to Contract K-2122-68. On or about December 9, 2021, Downey's submitted a total construction budget in excess of $1 million based upon bid responses combined with CMaR costs, which total cost well exceeded the Parties' budget. Since that time, the parties have been considering alternative options for proceeding, including the private parties' proposal to use the funds to privately complete the repairs.

DISCUSSION:

The parties have spent the last several months revising the parties' agreement to allow for this approach. However, the OWRB recently advised the parties of a grant opportunity, affording as much as a 65/35 split on federal/local funding, for projects involving remediation of High Hazard Potential Dams. The parties have opted to pursue such a grant opportunity for now, subject to further agreement of the parties in the case that the project is either accepted or rejected for provision of funding.

The Amendment 2 and MOU incorporates the parties' agreement regarding provision of OWRB funding, transfer of fee ownership of the property subject to certain conditions and covenants, transfer of easements allowing for access and drainage, the POAs responsibility to perform a

survey and lot line adjustment for the necessary property transfer, and allocation and use or return of funds in different scenarios. This Amendment 2 and MOU is expressly subject to the further agreement of the parties on various aspects, and retains the original agreements of the parties to the extent they are not set out in any amendment or supplement in this particular document.

The Amendment 2 and MOU should allow the City and NMA necessary permissions and authority to pursue the HHPD Grant opportunity on the POAs behalf, as well as establish a general framework for the Parties' future agreements.

A companion item to the Amendment 2 and MOU is Resolution R-2324-134, which authorizes the City Manager, Director of Public Works and/or their authorized representatives, to submit an application for the HHPD Grant to the OWRB for consideration of FYE24 funding.

RECOMMENDATION:

City Staff recommends approval of Amendment two, MOU K-1617-137 and Resolution R-2324-134, and direction that City Staff take future actions in accordance therewith.

RESOLUTION R-2324-134

A RESOLUTION OF THE NORMAN MUNICIPAL AUTHORITY AND CITY OF NORMAN AUTHORIZING APPLICATION FOR HIGH HAZARD POTENTIAL DAMS (HHPD) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD, FOR FISCAL YEAR 2024, FOR CONSTRUCTION AND REHABILITATION OF THE MISTY LAKE DAM.

1. WHEREAS, the Federal Emergency Management Agency's ("FEMA's") Rehabilitation of High Hazard Potential Dam (HHPD) Grant Program ("Program") makes available federal funds to eligible states for pass through to non-Federal governmental organizations or nonprofit organizations for the rehabilitation of dams that fail to meet minimum dam safety standards and pose unacceptable risk to life and property;

2. WHEREAS, this funding opportunity provides technical, planning, design and construction assistance in the form of grants for rehabilitation of eligible high hazard potential dams;

3. WHEREAS, the Oklahoma Water Resources Board ("OWRB") is designated as a State Administrative Agency (SAA) for the HHPD funding and acts as a pass-through entity under the Program;

4. WHERAS the Program provides a 65% federal match of funds necessary to complete the HHPD repairs, requiring a 35% local share, and has an application submittal deadline of March 31, 2024;

5. WHERAS the Misty Lake Dam, located within the Summit Lakes and Summit Lake Villas subdivisions within the City of Norman, Oklahoma, meets the criteria for the Program, and the City of Norman is an eligible sub-applicant according to the FEMA's eligibility criteria;

6. WHEREAS, the City of Norman, Oklahoma, a municipal corporation ("City") and the Norman Municipal Authority, a public trust for the benefit of the City of Norman ("NMA") have previously entered into agreements with the Summit Lakes Property Owners Association, the Summit Lake Villas POA (collectively the POAs), and the developer Summit Lakes, LLC (collectively the "Summit Lakes Parties"), which provided for the private funding of a public construction project fully rehabilitating the Misty Lake Dam in a manner that satisfies the purposes and principals of the Program, so that the City and NMA could thereafter accept ownership and responsibility over the continued operation and management of the Misty Lake Dam;

7. WHEREAS, the City is currently in possession of more than $500,000.00 in funds submitted by Summit Lakes Parties to be used toward rehabilitation of the Misty Lake Dam pursuant to those previous agreements;

8. WHEREAS, the POAs are the owners of the Misty Lake Dam that the project is eligible according to the project eligibility criteria provided in 33 U.S.C. § 467f-2, and pursuant to a Combined Memorandum of Understanding and Amendment 2 to the applicable Participation Agreement, the POAs have given their consent and direction that the City and NMA to submit an application to OWRB for consideration of a grant of funds pursuant to the Program;

9. WHEREAS, City Staff has evaluated the opportunity and in good faith believe the funds in the City's current possession may be used to satisfy the 35% local obligation of the Program, were a grant to be awarded for rehabilitation of the Misty Lake Dam.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY:

10. The City and NMA hereby determine that the Misty Lake Dam poses unacceptable risk to the public and exists in the City of Norman, Oklahoma, and by reason thereof, the City of Norman, through its Mayor and the NMA, through its Chairman, are hereby authorized and directed to sign an application and related documents necessary to file and process a grant application with the Oklahoma Water Resources Board on behalf of the Summit Lakes POA and the Summit Lake Villas POA, owners of the Misty Lake Dam;

PASSED AND ADOPTED this _____ day of _____, 2024.

CITY OF NORMAN:

_____
Larry Heikkila, Mayor

ATTEST:

_____
Brenda Hall, City Clerk

NORMAN MUNICIPAL AUTHORITY:

_____
Larry Heikkila, Chairman

ATTEST:

_____
Brenda Hall, Secretary

File Attachments for Item:

13. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-107 MODIFYING AN EXISTING GRANT CONTRACT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) THROUGH THE PUBLIC FLEET CONVERSION GRANT PROGRAM TO BE USED FOR THREE (3) “BEAM SOLAR” LEVEL 2 EV CHARGING STATIONS AND TO EXTEND THE CONTRACT TERM.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

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 AMENDMENT ONE TO CONTRACT K-2122-107 MODIFYING AN EXISTING GRANT CONTRACT WITH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) THROUGH THE PUBLIC FLEET CONVERSION GRANT PROGRAM TO BE USED FOR THREE (3) "BEAM SOLAR" LEVEL 2 EV CHARGING STATIONS AND TO EXTEND THE CONTRACT TERM AND BUDGET APPROPRIATION.

BACKGROUND:

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

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

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 Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program, which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This

set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point, fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Mayors Climate Protection Agreement" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

ACOG Clean Air Grants for Public Sector Fleets will allow public entities to access CMAQ funds for fleet conversions to clean fuel technology to include light-duty, medium-duty, and heavy-duty alternative fuel vehicles, hybrid and plug-in hybrid vehicles, off-road equipment, and alternative fuel vehicle refueling infrastructure. Selected projects need to be paid in full, and the awarded entity will submit for reimbursement following project completion. Alternative Fuel Infrastructure Projects may be funded at a ratio of *up to* 80 percent federal funds and 20 percent local funds for installation costs and capital investment in alternative fuel refueling/recharging infrastructure.

DISCUSSION:

On March 8, 2022, the City of Norman approved contract K-2122-107 which accepted and enumerated terms for a grant award of $186,000 in funding from ACOG's Congestion Mitigation Air Quality – Public Fleet Conversion Grant Program for two (2) high-capacity electric vehicle charging stations to be installed in the parking lot at City Hall. At that time the projects estimated total construction costs were $246,000 for the two (2) EV chargers with $186,000 (76%) provided from the ACOG Grant and $60,000 (24%) provided in local matching funds.

On September 26, 2023, Council approved Resolution R-2324-67 to submit an application to the ACOG Public Fleet Conversion Grant Program for FY24 to increase this project to three (3) off-grid electric vehicle charging stations. Installation of additional electric vehicle infrastructure will provide the community support needed to prepare for the changing vehicle landscape. The deployed systems will support tourism, commerce and economic activity. The revised locations chosen for the installation of the infrastructure are in Ruby Grant Park (two units along the I-35 corridor) and at City Hall.

On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity. As part of the award, this project will receive an additional $45,642. This additional funding brings the total estimated project cost to $289,553; the total federal grant amount to $231,642; and, because the additional funding alters the cost share from a 76% grant/24% local match split to an 80% grant/20% local match split, accepting the additional grant funding will actually decrease the local share from $60,000 to $57,911.

Of the anticipated total costs of $289,553 for this project, 80% ($231,642) would be provided in grant funding; $186,000 (64% of the total cost) from a previous award in the FYE 2022 Public Fleet Conversion Grant Program and $45,642 (16% of the total cost) in the FYE 2024 Public Fleet Conversion Grant Program, both through ACOG. The remaining 20% ($57,911) would be provided in local match. The $231,642 in grant funding would be reimbursed to the City once the project is completed. Appropriations for the previously accepted FYE 2022 Public Fleet

Conversion Grant Program award have already been recorded into the City Hall Electric Vehicle Charging Station Construction Account (Project BG0086; Accounts 22550480-46101 and 50594408-46101) however, the matching portion only has $44,833 available.

Please note that this is a companion item to the proposed contract K-2324-164 which would accept the additional $45,642 in grant funding.

This amendment would only adjust the initial award contract K-2122-107 to acknowledge the project includes an additional solar charger and to extend the latest date of invoicing for reimbursement for the project. An appropriation is needed to bring the matching portion up to the $57,911 noted above.

RECOMMENDATION:

1. Staff recommends approval of Contract K-2122-107-AMD-1.

2. Staff requests appropriation of $13,078 from Capital Fund Balance (Account No. 50-29000) to the City Hall Electric Vehicle Charging Station Construction2 Account (Project BG0086, Account No. 50594408-46101) to adequately fund the City's matching obligation.

ACOG Public Fleet Conversion Grant Contract #R1-2022 NORMAN

BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND
THE CITY OF NORMAN

March 2024

The below referenced terms hereby amend Contract Agreement R1-2022-NORMAN between the Association of Central Oklahoma Governments and the City of Norman dated the 21st day of March 2022.

The stated contract is for the provision of reimbursement of certain costs incurred for the purchase of two (2) dual DC fast charging stations as further defined in the above referenced contract, A.2.b.

May it be known that the undersigned parties do hereby agree to make the following changes and/or additions outlined below. These changes and/or additions shall be held valid as if included in the original contract referenced above.

Paragraph A, Section A.2.b. and **Paragraph C, Section C.4.a. and C.4.b** shall be amended to extend the term of Part I and Part II as follows:

A. SCOPE OF SERVICES

A.2.b. Funds are intended to defray the costs related to the **three (3) "Beam Solar" level 2 EV charging stations**.

C. PAYMENT TERMS AND CONDITIONS

C.4.a. All invoices for reimbursement must be received by ACOG no later than **March 1, 2026** 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 **March 1, 2026,** as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG No other terms or conditions of the above referenced contract shall be negated or changed as a result of this Addendum

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF:

City of Norman:

_____ _____
Signed: Larry Heikkila, Mayor Date

_____ _____
ATTEST: Brenda Hall, City Clerk Date

Approved as to legality and form this _____ day of _____, 2024

_____
City Attorney's Office

ACOG:

_____ _____
Mark W. Sweeney, AICP, Executive Director Date
Association of Central Oklahoma Governments

CITY OF NORMAN, OK

STAFF REPORT

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).

ACOG
MAR 17 2022

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

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

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

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: March 21, 2022

Mark W. Sweeney, AICP, Executive Director

REVIEWED for form and legality.

By: _____ Date: March 21, 2022

Pete White, ACOG General Counsel

THE CITY OF NORMAN

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

By: _____ Date: March 8, 2022

Breea Clark, Mayor

ATTEST

Brenda Hall

Brenda Hall, Secretary

APPROVED as to form and legality this 8 day of March, 2022.

City Attorney

File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $45,642 TO BE USED FOR THREE (3) “BEAM SOLAR” LEVEL 2 EV CHARGING STATIONS; APPROVAL OF CONTRACT K-2324-164; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

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 GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $45,642 TO BE USED FOR THREE (3) "BEAM SOLAR" LEVEL 2 EV CHARGING STATIONS; APPROVAL OF CONTRACT K-2324-164; AND BUDGET APPROPRIATION 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 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.

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 Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program, which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This

set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point, fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Mayors Climate Protection Agreement" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

On August 1, 2023, the Association of Central Oklahoma Governments (ACOG) announced a Clean Air Grant For Public Sector Fleets using the federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Carbon Reduction Program (CRP). Two Years each of CMAQ and CRP funds will be available during this call for Projects, representing approximately $4 million.

ACOG Clean Air Grants for Public Sector Fleets will allow public entities to access CMAQ funds for fleet conversions to clean fuel technology to include light-duty, medium-duty, and heavy-duty alternative fuel vehicles, hybrid and plug-in hybrid vehicles, off-road equipment, and alternative fuel vehicle refueling infrastructure. Selected projects need to be paid in full, and the awarded entity will submit for reimbursement following project completion. Alternative Fuel Infrastructure Projects may be funded at a ratio of *up to* 80 percent federal funds and 20 percent local funds for installation costs and capital investment in alternative fuel refueling/recharging infrastructure.

DISCUSSION:

On March 8, 2022, the City of Norman approved contract K-2122-107 which accepted and enumerated terms for a grant award of $186,000 in funding from ACOG's Congestion Mitigation Air Quality – Public Fleet Conversion Grant Program for two (2) high-capacity electric vehicle charging stations to be installed in the parking lot at City Hall. At that time the projects estimated total construction costs were $246,000 for the two (2) EV chargers with $186,000 (76%) provided from the ACOG Grant and $60,000 (24%) provided in local matching funds.

On September 26, 2023, Council approved Resolution R-2324-67 to submit an application to the ACOG Public Fleet Conversion Grant Program for FY24 to increase this project to three (3) off-grid electric vehicle charging stations. Installation of additional electric vehicle infrastructure will provide the community support needed to prepare for the changing vehicle landscape. The deployed systems will support tourism, commerce and economic activity. The revised locations chosen for the installation of the infrastructure are in Ruby Grant Park (two units along the I-35 corridor) and at City Hall.

On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity. As part of the award, this project will receive an additional $45,642. This additional funding brings the total estimated project cost to $289,553; the total federal grant amount to $231,642; and, because the additional funding alters the cost share from a 76% grant/24% local match split to an 80% grant/20% local match split, accepting the additional grant funding will actually decrease the local share from $60,000 to $57,911.

Of the anticipated total costs of $289,553 for this project, 80% ($231,642) would be provided in grant funding; $186,000 (64% of the total cost) from a previous award in the FYE 2022 Public Fleet Conversion Grant Program and $45,642 (16% of the total cost) in the FYE 2024 Public Fleet Conversion Grant Program, both through ACOG. The remaining 20% ($57,911) would be provided in local match. The $231,642 in grant funding would be reimbursed to the City once the project is completed. Appropriations for the previously accepted FYE 2022 Public Fleet Conversion Grant Program award have already been recorded into the City Hall Electric Vehicle Charging Station project (Project BG0086; Accounts 22550480-46101 and 50594408-46101).

Please note that this is a companion item to contract K-2122-107-AMD-1 which would amend contract K-2122-107 to acknowledge the project includes an additional solar charger and to extend the latest date of invoicing for reimbursement for the project.

This contract would accept and enumerate terms for the additional grant award of $45,642 from the FYE 2024 Public Fleet Conversion Grant Program.

RECOMMENDATION:

1. Staff recommends accepting the ACOG Public Fleet Conversion Grant Funding in the amount of $45,642 to be used for three (3) “Beam Solar” level 2 EV charging stations.

2. Staff recommends approval of Contract K-2324-164.

3. Staff recommends a budget appropriation of $45,642 from Special Revenue Fund Balance (Account No. 22-29000) to the City Hall Electric Vehicle Charging Station project (Project BG0086, Construction Account No. 22550480-46101) to cover project expenses until the project is complete. When reimbursement of the $45,642 grant funding is sent to the City, it should be recorded into the Special Grants Fund Revenue (Account No. 225-333364).

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 **three (3) "Beam Solar" level 2 EV charging stations** as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: Forty five thousand, six hundred and forty two dollars ($45,642).

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 (CMAQ) and the Carbon Reduction Program (CRP) 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 three (3) "Beam Solar" level 2 EV 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; forty five thousand, six hundred and forty two dollars ($45,642).

C.2. **Payment Methodology**: The Grantee shall be reimbursed for Allowable Costs related to the purchase of three (3) "Beam Solar" level 2 EV 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: David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-234-2264
Email: DFrick@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 March 1, 2026** 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 March 1, 2026 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, 2024 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2024. 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:
David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405-234-2264
dfrick@acogok.org

Grantee:
Michele Loudenback, Environmental and Sustainability Manager
City of Norman, Utilities Department
201 A West Gray Street
Norman, OK 73069
405-292-9731
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:
City of Norman:

_____ _____
Signed: Larry Heikkila, Mayor Date

_____ _____
ATTEST: Brenda Hall, City Clerk Date

Approved as to legality and form this _____ day of _____, 2024

_____
City Attorney's Office

ACOG:

_____ _____
Mark W. Sweeney, AICP, Executive Director Date
Association of Central Oklahoma Governments

File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-131: BY AND BETWEEN E & E LAWN CARE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Kelvin Winter

PRESENTER: Kelvin Winter, Code Compliance Inspector

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-131: BY AND BETWEEN E & E LAWN CARE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

BACKGROUND:

On March 28, 2023, the City Council approved a contract with E&E Lawn Care, LLC to provide abatement services related to mowing, securing of structures, and removal of health nuisances on private properties. Abatement work orders are issued upon failure of the property owners to abate nuisances after notification by the City Code Compliance Inspectors. Section 1) B. of the contract allows for renewal of the contract for additional one-year periods at the option of the City. Fees for service remain unchanged.

DISCUSSION:

The contractor, in response to a request for qualifications, submitted to the City in 2023, sealed qualifications in accordance with the terms of the Request for Qualifications. The City subsequently awarded the contract to E&E Lawn Care, LLC. The contractor has performed well and in a timely manner upon issuance of work orders. There were 387 work orders issued in 2023.

RECOMMENDATION:

Staff recommends that based on the merits and performance of the contract requirements from contract approval to present, that Contract K-2223-131 with E&E Lawn Care, LLC be renewed through amendment as the City of Norman mowing/securing/nuisance abatement contractor for the contract period April 1, 2024 through March 31, 2025. Funds are budgeted for nuisance abatement in Mowing Abatement (account number 10440152-44114).

MOWING, SECURING OF STRUCTURES AND REMOVAL OF HEALTH NUISANCES CONTRACT

THIS CONTRACT made and entered into this 1st day of April, 2023, by and between E & E Lawn Care, 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.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding and/or request for qualifications documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for qualifications documents, and has caused Notice to Bidders and/or request for qualifications to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT TRIANGLE OBSTRUCTIONS, & COVERING OR FILLING OPEN CELLARS, WELLS, OR CISTERNS

As outlined and set out in the request for proposals of work and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR in response to said request for qualifications, has submitted to the CITY on the manner and at the time specified, a qualification statement in accordance with the terms of this CONTRACT and the CITY has declared the above-named CONTRACTOR to be qualified as the successful applicant(s) and has duly awarded this contract to said CONTRACTOR:

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) TERM/RENEWAL

A. This CONTRACT shall be effective from April 1, 2023 through March 31, 2024 when it shall terminate automatically, unless terminated at an earlier date by either party as set forth in section (1) (C) of this Agreement.

B. This CONTRACT may be renewable for additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary renewal notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary renewal notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

1. Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision for the total duration of this CONTRACT, including renewals.

2. The CONTRACTOR may decline to renew the CONTRACT.

C. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

2) STATEMENT OF WORK/PURPOSE AND GENERAL REQUIREMENTS

A. The CONTRACTOR shall provide all services, including mowing, securing of structures, removal of health nuisances, removal of easement and sight triangle obstructions and covering or filling of open cellars, wells, or cisterns as detailed in the Request for Qualifications and Contract Specifications which are attached hereto and made a part hereof.

B. The CONTRACTOR shall, furnish all labor, materials, tools, and equipment required to perform said services in a good, professional, and workman-like manner, at his own cost and expense. Bonds and insurance requirements are hereby made a part of this CONTRACT as fully as if the same were set out at length.

C. The CONTRACTOR shall provide services in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to assess a 10% per day penalty against the CONTRACTOR should the work not be performed within the period for completion specified by the work order as specified in section 6) of this CONTRACT.

D. The CONTRACTOR shall submit completed work orders and signed invoices for payment in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to deny any payment due to the CONTRACTOR should the signed invoice for payment or the completed work order not be turned in within the period of time required as specified in section 7) of this CONTRACT. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

E. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City ordinances, rules and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the CONTRACT.

F. The CONTRACTOR shall not enter into a contract with any property owner or occupant of any property in which a current abatement work order has been issued. No money may change hands with the CONTRACTOR and any private party related to a current abatement work order due to ethical considerations.

3) ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this CONTRACT, the inconsistency shall be resolved by giving precedence in the following order:

(1) Contract articles, (2) Contract Specifications

4) CHARGES AND REIMBURSEMENT

A. Mowing and Cutting Charge includes removal and disposal of the necessary amount of trash, litter and/or rubble and debris to allow for a thorough and complete job of mowing abatement. The area to be cleaned and/or mowed for purposes of billing will be defined by City staff upon giving the assignment to the CONTRACTOR.

B. Other expenses not usually incurred in regular abatements may be reimbursable at the sole discretion of the Code Compliance Supervisor/Manager or his designee. All other expenses **must** be approved prior to the start of the job or prior to the expense being incurred in order to be reimbursable.

C Payment Schedule:

I. Finish Mowing (Contract Specifications 4.H.1. Section a)
Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise outlined under this CONTRACT).

1. Up to .20 Acres: $75.00
2. .21 Acres to .40 Acres: $100.00
3. .41 Acres to .60 Acres: $150.00
4. .61 Acres to .80 Acres: $200.00
5. .81 Acres to 1.0 Acres: $250.00
6. More Than 1.0 Acres: County Assessor assigned legal acreage multiplied by $250.00
7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be mowed due to extensive tree coverage, etc. though still requires finish mowing.

II. Rough Cut Mowing (Contract Specification 4.H.1. section b)

1. Hourly rate of $125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

III. Strip Mowing (Contract Specification 4.H.1. section c)

1. Hourly rate of $125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

IV. Health, Easement Obstructions, Covering/Filling Open Cellars, Wells, or Cisterns, and Abatement and Securing of Structures (Contract Specification 4.H.1 sections d and e)

1. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: $90.00, when the abatement time does not exceed one hour. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in the next section (2): Hourly rate per worker (Contract Specifications 4.H.1. sections d and e).

2. Hourly rate per worker: $30.00 (more than 3 workers per assignment must be approved by the Code Compliance Supervisor/Manager or his/her designee or designated on the work order before work begins). If the amount of time necessary to complete the work exceeds one hour, additional payment over that amount will be calculated in half-hour intervals.

V. Reimbursement for landfill and other miscellaneous charges.

The CONTRACTOR shall be reimbursed for actual costs incurred for landfill dumping and tire and appliance disposal charges upon verification of a receipt included with the work order. The CONTRACTOR will also be reimbursed for actual costs incurred for purchasing materials to secure unsecured structures, and covering swimming pools, open cellars, wells, or cisterns upon verification of a receipt included with the work order.

5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT

A. On completion of the work but prior to the acceptance thereof by the CITY, it shall be the duty of the Code Compliance Supervisor/Manager or his/her designee, or Code Compliance Inspector to determine that said work has been satisfactorily completed and fully performed in accordance with said CONTRACT documents; and upon making such determination shall so notify the CITY that payment is to be made. Sufficient documenting photographs of property before and after abatement, with the addresses, must be submitted with invoice for the CITY's records as set forth in the Contract Specifications.

B. Invoices for payment will be processed within ten business days of acceptance of the work in the form of a payment authorization form that will be submitted to the CITY Purchasing Division for payment.

C. During the abatement process, any inactivity on the part of any CONTRACTOR and/or their employees/workers involved in the abatement process shall not be compensated nor charged toward the time spent fulfilling the requirements of the work order. Inactivity shall include any cessation of work, regardless of reason, unless it is in response to actions taken by the property owner and/or tenants. This CONTRACT requires the CONTRACTOR and/or all their employees/workers to be continually working during the abatement process for the time to be compensable.

6) TIME REQUIREMENT FOR COMPLETION OF WORK

The CONTRACTOR shall complete work within ten (10) calendar days following the date the Work Order was sent to the CONTRACTOR. The time for completion may be extended by the Code Compliance Supervisor/Manager or designee. A penalty of 10% may be assessed from the CONTRACTOR'S payment for each calendar day thereafter that the work is not complete. Whether or not the work is completed shall be determined solely by the Code Compliance Supervisor/Manager or his designee, or Code Compliance Inspector.

7) TIME REQUIREMENT FOR TURNING IN WORK ORDERS AND INVOICES

The CONTRACTOR shall submit a completed Work Order within five (5) calendar days of the due date. The CONTRACTOR shall submit the signed invoice required for payment within 10 calendar days of the date the invoice for services rendered was sent to the CONTRACTOR for a signature. The CITY reserves the right to deny any payment due to the CONTRACTOR when these time requirements are not met. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

8) SUBMISSION OF PERFORMANCE BOND

A. The CONTRACTOR shall execute and deliver the required documents, bonds and proof of insurance. Each successful bidder shall post a performance bond with a surety company or in cash in the amount of $1,500.00 to insure performance in accordance with specifications. The performance bond shall be in effect for the entire term of the CONTRACT.

B. The performance bond must be posted within 10 business days after the approval of the CONTRACT.

9) PROOF OF INSURANCE AND INDEMNIFICATION CLAUSE

A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the CITY, its officers and employees, from all suits, actions or claims of any character brought for or on account of any injuries or damages received or sustained by any person or persons or property caused by or from the CONTRACTOR or his/her employees or by or in consequence of any negligence in safeguarding the work or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, of his/her employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinances, order or decree; and so much of the money due the said CONTRACTOR, under and by virtue of his/her CONTRACT, shall be considered necessary by the Department in the defense or discharge of any such suits, actions or claims may be retained for the use of the Department; or in case no money is due, his/her surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the CITY.

B. The CONTRACTOR shall not commence work under this CONTRACT until he/she has obtained all insurance required under these specifications, and such insurance has been approved by the Code Compliance Supervisor/Manager or his designee.

C. No provision of the CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create any obligation on the part of the CITY to third persons, including, but not limited to, sureties upon performance bonds, payment bonds, or other bonds, assignees of the CONTRACTOR, employees and any other 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 such way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

10) WORKERS COMPENSATION

CONTRACTOR assumes 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.

11) COMPLETE AGREEMENT AND MODIFICATION

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties. Any modifications to this CONTRACT shall be made in writing and executed by both Parties.

12) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this CONTRACT 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 the CONTRACT.

13) FORCE MAJEURE

No party shall be held responsible for any delay or failure in performance of any part of the work to be performed to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, court order, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of the parties. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance of the work hereunder shall automatically be suspended for the duration of the force majeure condition and shall be resumed once the force majeure condition ceases.

14) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____day of _____, 2023, and the day of _____, 2023.

(Corporate Seal) (where applicable) _____
Principal

ATTEST: Signed: _____
Authorized Representative

_____ _____
Corporate Secretary (where applicable) Title

Address: _____

_____

Telephone:_____

CITY OF NORMAN:

Approved as to form and legality this_____day of_____, 2023.

_____
City Attorney

Approved by the City of Norman, this _____day of_____, 2023.

ATTEST:

_____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF_____)
) SS
COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of _____ 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.

CONTRACTOR

Subscribed and sworn to before me this_____day of_____, 2023.

Notary Public

My Commission Expires:

_____.

Amendment No. 1
Contract No. K-2223-131

In connection with Contract No. K-2223-131, by and between the City of Norman and E&E Lawn Care, LLC, the following changes are hereby authorized this 26th day of March, 2024.

3. Contract term is renewed until March 31, 2025

No other change to contract terms or conditions is being made.

E&E Lawn Care, LLC

Sole Member, Taylor Engles

Subscribed and sworn to before me this 21 day of March, 2024.

Jamie Wright

Notary Public

The City of Norman, Oklahoma

Larry Heikkila, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 21 day of March, 2024

Kathryn L. Walker

City Attorney

File Attachments for Item:

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-132: BY AND BETWEEN GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Kelvin Winter

PRESENTER: Kelvin Winter, Code Compliance Inspector

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2223-132: BY AND BETWEEN GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION EXTENDING THE CONTRACT THROUGH MARCH 31, 2025.

BACKGROUND:

On March 28, 2023, the City Council approved a contract with Givens Property Maintenance, LLC to provide abatement services related to mowing, securing of structures, and removal of health nuisances on private properties. Abatement work orders are issued upon failure of the property owners to abate nuisances after notification by the City Code Compliance Inspectors. Section 1) B. of the contract allows for renewal of the contract for additional one-year periods at the option of the City. Fees for service remain unchanged.

DISCUSSION:

The contractor, in response to a request for qualifications, submitted to the City in 2023, sealed qualifications in accordance with the terms of the Request for Qualifications. The City subsequently awarded the contract to Givens Property Maintenance, LLC. The contractor has performed well and in a timely manner upon issuance of work orders. There were 387 work orders issued in 2023.

RECOMMENDATION:

Staff recommends that based on the merits and performance of the contract requirements from contract approval to present, that Contract K-2223-132 with Givens Property Maintenance, LLC be renewed through amendment as the City of Norman mowing/securing/nuisance abatement contractor for the contract period April 1, 2024 through March 31, 2025. Funds are budgeted for nuisance abatement in Mowing Abatement (account number 10440152-44114).

Amendment No. 1

Contract No. K-2223-132

In connection with Contract No. K-2223-132, by and between the City of Norman and Givens Property Maintenance, LLC, the following changes are hereby authorized this 26th day of March, 2024.

3. Contract term is renewed until March 31, 2025

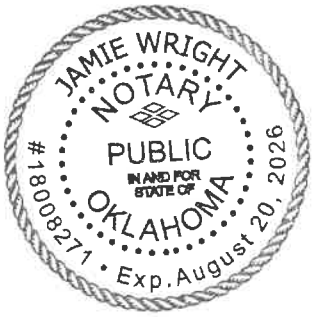
No other change to contract terms or conditions is being made.

Givens Property Maintenance, LLC

Sole Member, Damon Givens

Subscribed and sworn to before me this 21 day of March, 2024.

Notary Public



The City of Norman, Oklahoma

_____

Larry Heikkila, Mayor

Attest:

_____

Brenda Hall, City Clerk

Approved as to form and legality this 21 day of March, 2024

City Attorney

MOWING, SECURING OF STRUCTURES AND REMOVAL OF HEALTH NUISANCES CONTRACT

THIS CONTRACT made and entered into this 1st day of April, 2023, by and between Givens Property Maintenance, LLC as party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding and/or request for qualifications documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for qualifications documents, and has caused Notice to Bidders and/or request for qualifications to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT TRIANGLE OBSTRUCTIONS, & COVERING OR FILLING OPEN CELLARS, WELLS, OR CISTERNS

As outlined and set out in the request for proposals of work and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR in response to said request for qualifications, has submitted to the CITY on the manner and at the time specified, a qualification statement in accordance with the terms of this CONTRACT and the CITY has declared the above-named CONTRACTOR to be qualified as the successful applicant(s) and has duly awarded this contract to said CONTRACTOR:

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) TERM/RENEWAL

A. This CONTRACT shall be effective from April 1, 2023 through March 31, 2024 when it shall terminate automatically, unless terminated at an earlier date by either party as set forth in section (1) (C) of this Agreement.

B. This CONTRACT may be renewable for additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary renewal notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary renewal notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

1. Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision for the total duration of this CONTRACT, including renewals.

2. The CONTRACTOR may decline to renew the CONTRACT.

C. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

2) STATEMENT OF WORK/PURPOSE AND GENERAL REQUIREMENTS

A. The CONTRACTOR shall provide all services, including mowing, securing of structures, removal of health nuisances, removal of easement and sight triangle obstructions and covering or filling of open cellars, wells, or cisterns as detailed in the Request for Qualifications and Contract Specifications which are attached hereto and made a part hereof.

B. The CONTRACTOR shall, furnish all labor, materials, tools, and equipment required to perform said services in a good, professional, and workman-like manner, at his own cost and expense. Bonds and insurance requirements are hereby made a part of this CONTRACT as fully as if the same were set out at length.

C. The CONTRACTOR shall provide services in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to assess a 10% per day penalty against the CONTRACTOR should the work not be performed within the period for completion specified by the work order as specified in section 6) of this CONTRACT.

D. The CONTRACTOR shall submit completed work orders and signed invoices for payment in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to deny any payment due to the CONTRACTOR should the signed invoice for payment or the completed work order not be turned in within the period of time required as specified in section 7) of this CONTRACT. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

E. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City ordinances, rules and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the CONTRACT.

F. The CONTRACTOR shall not enter into a contract with any property owner or occupant of any property in which a current abatement work order has been issued. No money may change hands with the CONTRACTOR and any private party related to a current abatement work order due to ethical considerations.

3) ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this CONTRACT, the inconsistency shall be resolved by giving precedence in the following order:

(1) Contract articles, (2) Contract Specifications

4) CHARGES AND REIMBURSEMENT

A. Mowing and Cutting Charge includes removal and disposal of the necessary amount of trash, litter and/or rubble and debris to allow for a thorough and complete job of mowing abatement. The area to be cleaned and/or mowed for purposes of billing will be defined by City staff upon giving the assignment to the CONTRACTOR.

B. Other expenses not usually incurred in regular abatements may be reimbursable at the sole discretion of the Code Compliance Supervisor/Manager or his designee. All other expenses **must** be approved prior to the start of the job or prior to the expense being incurred in order to be reimbursable.

C Payment Schedule:

I. Finish Mowing (Contract Specifications 4.H.1. Section a)
Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise outlined under this CONTRACT).

1. Up to .20 Acres: $75.00
2. .21 Acres to .40 Acres: $100.00
3. .41 Acres to .60 Acres: $150.00
4. .61 Acres to .80 Acres: $200.00
5. .81 Acres to 1.0 Acres: $250.00
6. More Than 1.0 Acres: County Assessor assigned legal acreage multiplied by $250.00
7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be mowed due to extensive tree coverage, etc. though still requires finish mowing.

II. Rough Cut Mowing (Contract Specification 4.H.1. section b)

1. Hourly rate of $125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

III. Strip Mowing (Contract Specification 4.H.1. section c)

1. Hourly rate of $125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.

IV. Health, Easement Obstructions, Covering/Filling Open Cellars, Wells, or Cisterns, and Abatement and Securing of Structures (Contract Specification 4.H.1 sections d and e)

1. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: $90.00, when the abatement time does not exceed one hour. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in the next section (2): Hourly rate per worker (Contract Specifications 4.H.1. sections d and e).

2. Hourly rate per worker: $30.00 (more than 3 workers per assignment must be approved by the Code Compliance Supervisor/Manager or his/her designee or designated on the work order before work begins). If the amount of time necessary to complete the work exceeds one hour, additional payment over that amount will be calculated in half-hour intervals.

V. Reimbursement for landfill and other miscellaneous charges.

The CONTRACTOR shall be reimbursed for actual costs incurred for landfill dumping and tire and appliance disposal charges upon verification of a receipt included with the work order. The CONTRACTOR will also be reimbursed for actual costs incurred for purchasing materials to secure unsecured structures, and covering swimming pools, open cellars, wells, or cisterns upon verification of a receipt included with the work order.

5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT

A. On completion of the work but prior to the acceptance thereof by the CITY, it shall be the duty of the Code Compliance Supervisor/Manager or his/her designee, or Code Compliance Inspector to determine that said work has been satisfactorily completed and fully performed in accordance with said CONTRACT documents; and upon making such determination shall so notify the CITY that payment is to be made. Sufficient documenting photographs of property before and after abatement, with the addresses, must be submitted with invoice for the CITY's records as set forth in the Contract Specifications.

B. Invoices for payment will be processed within ten business days of acceptance of the work in the form of a payment authorization form that will be submitted to the CITY Purchasing Division for payment.

C. During the abatement process, any inactivity on the part of any CONTRACTOR and/or their employees/workers involved in the abatement process shall not be compensated nor charged toward the time spent fulfilling the requirements of the work order. Inactivity shall include any cessation of work, regardless of reason, unless it is in response to actions taken by the property owner and/or tenants. This CONTRACT requires the CONTRACTOR and/or all their employees/workers to be continually working during the abatement process for the time to be compensable.

6) TIME REQUIREMENT FOR COMPLETION OF WORK

The CONTRACTOR shall complete work within ten (10) calendar days following the date the Work Order was sent to the CONTRACTOR. The time for completion may be extended by the Code Compliance Supervisor/Manager or designee. A penalty of 10% may be assessed from the CONTRACTOR'S payment for each calendar day thereafter that the work is not complete. Whether or not the work is completed shall be determined solely by the Code Compliance Supervisor/Manager or his designee, or Code Compliance Inspector.

7) TIME REQUIREMENT FOR TURNING IN WORK ORDERS AND INVOICES

The CONTRACTOR shall submit a completed Work Order within five (5) calendar days of the due date. The CONTRACTOR shall submit the signed invoice required for payment within 10 calendar days of the date the invoice for services rendered was sent to the CONTRACTOR for a signature. The CITY reserves the right to deny any payment due to the CONTRACTOR when these time requirements are not met. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

8) SUBMISSION OF PERFORMANCE BOND

A. The CONTRACTOR shall execute and deliver the required documents, bonds and proof of insurance. Each successful bidder shall post a performance bond with a surety company or in cash in the amount of $1,500.00 to insure performance in accordance with specifications. The performance bond shall be in effect for the entire term of the CONTRACT.

B. The performance bond must be posted within 10 business days after the approval of the CONTRACT.

9) PROOF OF INSURANCE AND INDEMNIFICATION CLAUSE

A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the CITY, its officers and employees, from all suits, actions or claims of any character brought for or on account of any injuries or damages received or sustained by any person or persons or property caused by or from the CONTRACTOR or his/her employees or by or in consequence of any negligence in safeguarding the work or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, of his/her employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinances, order or decree; and so much of the money due the said CONTRACTOR, under and by virtue of his/her CONTRACT, shall be considered necessary by the Department in the defense or discharge of any such suits, actions or claims may be retained for the use of the Department; or in case no money is due, his/her surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the CITY.

B. The CONTRACTOR shall not commence work under this CONTRACT until he/she has obtained all insurance required under these specifications, and such insurance has been approved by the Code Compliance Supervisor/Manager or his designee.

C. No provision of the CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create any obligation on the part of the CITY to third persons, including, but not limited to, sureties upon performance bonds, payment bonds, or other bonds, assignees of the CONTRACTOR, employees and any other 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 such way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

10) WORKERS COMPENSATION

CONTRACTOR assumes 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.

11) COMPLETE AGREEMENT AND MODIFICATION

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties. Any modifications to this CONTRACT shall be made in writing and executed by both Parties.

12) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this CONTRACT 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 the CONTRACT.

13) FORCE MAJEURE

No party shall be held responsible for any delay or failure in performance of any part of the work to be performed to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, court order, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of the parties. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance of the work hereunder shall automatically be suspended for the duration of the force majeure condition and shall be resumed once the force majeure condition ceases.

14) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____day of _____, 2023, and the day of _____, 2023.

(Corporate Seal) (where applicable) _____
Principal

ATTEST: Signed: _____
Authorized Representative

_____ _____
Corporate Secretary (where applicable) Title

Address: _____

_____

Telephone:_____

CITY OF NORMAN:

Approved as to form and legality this_____day of_____, 2023.

_____
City Attorney

Approved by the City of Norman, this _____day of_____, 2023.

ATTEST:

_____
City Clerk Mayor

CONTRACT AFFIDAVIT

STATE OF_____)
) SS
COUNTY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of _____ 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.

CONTRACTOR

Subscribed and sworn to before me this_____day of_____, 2023.

Notary Public

My Commission Expires:

_____.

File Attachments for Item:

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-41 AND CONTRACT K-2324-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC DBA A-TECH PAVING IN THE AMOUNT OF $154,312.85 FOR THE CLASSEN SIDEWALK PROJECT, PERFORMANCE BOND B-2324-52, STATUTORY BOND B-2324-53, MAINTENANCE BOND MB-2324-50, AND RESOLUTION R-2324-109 GRANTING TAX-EXEMPT STATUS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-41 AND CONTRACT K-2324-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ELLSWORTH CONSTRUCTION OKC, LLC DBA A-TECH PAVING IN THE AMOUNT OF $154,312.85 FOR THE CLASSEN SIDEWALK PROJECT, PERFORMANCE BOND B-2324-52, STATUTORY BOND B-2324-53, MAINTENANCE BOND MB-2324-50, AND RESOLUTION R-2324-109 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

There are some gaps in the sidewalks along Classen Boulevard from Enid Street to Shawnee Street to the north and from the end of the sidewalk at the Edge Apartments to the intersection of 12th Avenue SE. This project will fill in those gaps at the previous mentioned locations.

In the 2014 Comprehensive Transportation Plan one of the key items was to fill in the gaps in the sidewalks throughout the city. This project was added to the City Capital Program in the fiscal year 2017. It was initially planned to get funding through the municipal planning organization, the Association of Central Oklahoma Governments, but was later moved to be 100% local funding in 2020. During design, it was determined that three easements were required to construct portions of the sidewalk. Those sidewalk easements were donated from the property owners last year (a copy of the sidewalk project boundaries is included as an attachment).

DISCUSSION:

One of the transportation network improvements recommended in the 2014 Comprehensive Transportation Plan calls for filling in the gaps in sidewalks throughout the city. This project will fill in the gaps at two locations. The north location is from Enid Street to Shawnee Street along the east side of Classen Boulevard and the south location begins just at the south property line/end of sidewalk at the Edge Apartments and continues to 12th Avenue SE.

Bids were opened for the construction project on February 29, 2024. The bid package, 2324-41, included Contract K-2324-131, Performance Bond B-2324-52, Statutory Bond B-2324-53,

and Maintenance Bond MB-2324-50. With a bid of $154,312.85, Ellsworth Construction OKC, LLC dba A-Tech Paving, of Oklahoma City, was the apparent low bidder. Ellsworth Construction OKC is a responsible bidder. They have successfully performed similar work for the City of Oklahoma City and the City of Norman in the past. A copy of the bid tabulation as well as the contract and bonds are attached.

Funds totaling $189,760 are available in Classen Sidewalk: Boyd – 12th SE (TR0110). This covers 100% of the construction cost of the project.

A Notice to Proceed will be issued to Ellsworth Construction OKC/A-Tech Paving following the Council's consideration at the March 26, 2024, Council meeting. A pre-construction meeting is anticipated in early April with construction beginning in mid to late April. A total of 90-day construction time is anticipated resulting in completion in July 2024.

RECOMMENDATION 1:

Staff recommends award of Bid 2324-41 to Ellsworth Construction OKC/A-Tech Paving. Funding will come from Classen Sidewalk: Boyd – 12the SE - Construction (Account 50597712-46101; Project TR0110).

RECOMMENDATION 2:

Staff recommends that upon approval of Bid 2324-41 that the Mayor be authorized to sign Contract K-2324-131 between the City of Norman and Ellsworth Construction OKC/A-Tech Paving in the total amount of $154,312.85 as well as the following bonds, in the amount of the contract:

Performance Bond B-2324-52
Statutory Bond B-2324-53
Maintenance Bond MB-2324-50

RECOMMENDATION 3:

Staff recommends adoption of Resolution R-2324-109 designating Ellsworth Construction OKC/A-Tech Paving as the City's agent for the purchase of materials associated with the FYE 2024 Classen Boulevard Sidewalks Project to avoid the payment of sales tax on material purchases related to the project.

CONTRACT

THIS CONTRACT made and entered into this_____day of_____, 20__, by and between _____as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2324-41 FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in 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) One hundred fifty-four thousand three hundred twelve dollars and eighty-five cents (DOLLARS);

(NUMERALS) ($ 154,312.85).

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:

I) 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 them 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.

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 their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them 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 15 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

FYE 2024 Classen Boulevard Sidewalks Project

a. 90 Calendar Days
    1. 90 Calendar Days does not include weather days
        i) Weather days to be determined by the City Engineer

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) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. 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.

11) 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.

12) 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.

13) <u>The sworn, notarized statement below must be signed and notarized before this Contract will become effective.</u>

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Tim Lunday, 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 6th day of March, 2024.

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

Rachel Cox
Notary Public

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: _____

Corporate Secretary (where applicable)

Title: President

Address 500 N Vickie Dr, Oklahoma City, OK 73117

Telephone: 405-418-4741

CITY OF NORMAN:

Approved as to form and legality this 15 day of March 2024.

Elizabeth Muckala
City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 20___.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Ellsworth Construction OKC, LLC dba A-Tech ~~Paving~~ 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.

Contractor

Subscribed and sworn to before me this 6th day of March, 2024.

Notary Public

My Commission Expires: December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

CITY OF NORMAN 5329815
MAINTENANCE BOND

Know all men by these presents that Ellsworth Construction OKC, LLC Dba A-Tech Paving, as Principal, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, 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 DOLLARS ($), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of ____DOLLARS($), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

One Hundred Fifty Four Thousand Three Hundred Twelve and 85/100 Dollars ($154,312.85)

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2324-41 FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2324-131) 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. The amount of the Maintenance Bond shall be 100 % of the contract amount. 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.

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 6th day of March, 2024, 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 6th day of March, 2024.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC Dba A-Tech Paving

Principal Signed: _____
Authorized Representative

Title: President

Address: 500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

ATTEST:

Surety: Great American Insurance Company

Signed: _____
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd East Ave, Suite 110 Tulsa, OK 74133

Telephone: 918-970-4860

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 6th day of March, 2024 by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 6th day of March, 2024.

Rachel Cox
Notary Public

My Commission Expires:
December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024.

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 15 day of March, 2024.

Elizabeth Weideke
_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

PERFORMANCE BOND

5329815

Know all men by these presents, that Ellsworth Construction OKC, LLC Dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company, a Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Fifty Four Thousand Three Hundred Twelve and 85/100 DOLLARS, ($ 154,312.00), 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 2324-41 FYE 2024 CLASSEN BOULVEARD SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2324-131) 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 their 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 their 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.

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 10th day of March, 2024 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 March 6, 2024.

Performance Bond No. B-2324-52
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC Dba A-Tech Paving

Principal Signed: _____
Authorized Representative

Title: President

Address: 500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

(Corporate Seal) (where applicable)

ATTEST:

Surety: Great American Insurance Company

Signed: _____
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd East Ave, Suite 110 Tulsa, OK 74133

Telephone: 918-970-4860

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 6th day of March, 2024, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 6th day of March, 2024.

Notary Public

My Commission Expires:
December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

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 15 day of March, 2024.

Elizabeth Muckala
_____
City Attorney

Approved by the Council of the City of Norman this _____day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

STATUTORY BOND 5329815

Know all men by these presents that Ellsworth Construction OKC, LLC Dba A-Tech Paving as PRINICPAL, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Hundred Fifty Four Thousand Three Hundred Twelve and 85/100 DOLLARS ($ 154,312.00), 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 2324-41 FYE 2024 CLASSEN BOULVEARD SIDEWALKS PROJECT

has entered into a written CONTRACT (K-2324-131) 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, their 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 6th day of March, 2024, 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 6th day of March, 2024.

(Corporate Seal) (where applicable)

ATTEST

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC Dba A-Tech Paving

Principal Signed: _____

Authorized Representative

Title: President

Address: 500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

Statutory Bond No. B-2324-53

Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Surety: Great American Insurance Company

Signed: Dayna Harjo
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd East Ave, Suite 110 Tulsa, OK 74133

Telephone: 918-970-4860

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 6th day of March, 2024, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 6th day of March, 2024

Rachel Cox
Notary Public

My Commission Expires:
December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

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-2324-53
Page 2 of 3

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 15 day of March, 2024.

Christy Ludlam
_____
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20___.

ATTEST:

_____ _____
City Clerk Mayor

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain Dayna Harjo Cindi L. Smith William C. Taylor	All of Tulsa, Oklahoma	All $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July , 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of March , 2024

Assistant Secretary

Resolution

R-2324-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING ELLEWORTH CONSTRUCTION OKC, L.L.C., D/B/A A-TECH PAVING, AS PROJECT AGENT FOR THE CLASSEN SIDEWALK PROJECT 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 Ellsworth Construction OKC, L.L.C., D/B/A A-Tech Paving, for the Classen Sidewalk Project at various locations along Classen Boulevard from Enid Street to Shawnee Street to the north and from the end of the sidewalk at the Edge Apartments to the intersection of 12th Avenue SE; and

§ 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Ellsworth Construction OKC, L.L.C., D/B/A A-Tech Paving, its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Ellsworth Construction OKC, L.L.C., D/B/A A-Tech Paving, to purchase materials which are in fact used for the Classen Sidewalk Project at various locations along Classen Boulevard from Enid Street to Shawnee Street to the north and from the end of the sidewalk at the Edge Apartments to the intersection of 12th Avenue SE; and

§ 3. WHEREAS, this limited agent status is conferred with the express understanding that Ellsworth Construction OKC, L.L.C., D/B/A A-Tech Paving, 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 26th day of March, 2024, did appoint Ellsworth Construction OKC, L.L.C., D/B/A A-Tech Paving, who is involved with the Classen Sidewalk Project, 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 Classen Sidewalk Project at various locations along Classen Boulevard from Enid Street to Shawnee Street to the north and from the end of the sidewalk at the Edge Apartments to the intersection of 12th Avenue SE.

PASSED AND ADOPTED THIS 26th day of March, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

CLASSEN BLVD. Sidewalks

Site 1: 12th Ave. SE to Edge Apts.
Site 2: Enid St. to Shawnee St.

N

1 INCH = 550 FEET

Date: 5/7/2021

BID PROPOSAL

PLACE: Norman, Oklahoma

DATE: February 29, 2024

PROJECT: **BID 2324-41 FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT**

Proposal of:

Ellsworth Construction OKC, LLC dba A-Tech Paving (hereinafter called "BIDDER") a corporation/~~a partnership/and individual~~ (strike out inapplicable terms) doing business in the State of Oklahoma.

To: The Honorable Mayor and City Council
The City of Norman, Oklahoma

Mayor and Council Members:

The undersigned, as the Bidder, declares that before preparing their bid, they read carefully the instructions to Bidders, the general conditions, and the general detailed specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk, Purchasing Agent, and Director of Public Works, that he has examined carefully all local conditions, has informed themselves by their independent research and soundings of all the difficulties to be encountered, has judged for themselves of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if their proposal is accepted, they will enter into a Contract with the City of Norman, within ten (l0) days after the acceptance of their bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structures and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk, Purchasing Agent, and Director of Public Works, Norman, Oklahoma, for the following amounts of:

One hundred fifty-four thousand three hundred twelve dollars and eighty-five cents Dollars
(In Words)

($) $154,312.85 (Numeric)

The Contractor hereby agrees to commence work within 15 calendar days following issuance of a written NOTICE-TO-PROCEED from the Engineer or designee. The contract period is as follows:

FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT

a. 90 Calendar Days
   1. 90 Calendar Days does not include weather days
      i) Weather days to be determined by the City Engineer

If partnership, give name address of each member.

N/A

N/A

Signed: Ellsworth Construction OKC, LLC dba A-Tech Paving
(Contractor)

By: Tim Lunday, President
(Agent)

Address: 500 N Vickie Dr, Oklahoma City, OK 73117

Incorporated under the laws of
Oklahoma
(State)

STATE OF Oklahoma)
)
COUNTY OF Oklahoma)

Tim Lunday of lawful age, being first duly sworn, upon their oath deposes and says: That they executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that they have not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with them in said bid or bids, until after the said sealed bid or bids are opened.

Signed: Tim Lunday, President

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma,

County of Oklahoma, this 29th day of February, 20 24.

My Commission Expires:
December 8, 2024

Rachel Cox
Notary Public

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

Bid Proposal Form
FYE 2024 Classen Blvd Sidewalks Project
Base Bid

Item	Description		Unit	Unit Price	Quantity	Total Price
1	Unclassified Borrow	(1)	CY	$28.95	254	$7,353.30
2	Unclassified Excavation	(1)	CY	$44.50	25	$1,112.50
3	Clearing and Grubbing		LSUM	$4,450.00	1	$4,450.00
4	Temporary Silt Fence	(8)	LF	$4.85	2842	$13,783.70
5	Solid Slab Sodding	(3) (9)	SY	$6.40	1055	$6,752.00
6	Concrete Curb	(2) (4) (5)	LF	$42.00	61	$2,562.00
7	Concrete Curb (6" Barrier – Integral)	(2) (4) (5)	LF	$21.50	126	$2,709.00
8	Concrete Curb (6" Barrier – Integral) – 12" Gutter	(2) (4) (5)	LF	$29.75	639	$19,010.25
9	Tactile Warning Device	(15) (6)	SF	$46.70	80	$3,736.00
10	4" Concrete Sidewalk	(15) (5)	SY	$58.00	755	$43,790.00
11	6" Concrete Driveway (HES 3000 psi)	(15) (5)	SY	$153.50	53	$8,135.50
12	3/8" Joint Dowels	(17)	SF	$38.55	16	$616.80
13	Relocate Signs		EA	$487.95	6	$2,927.70
14	Reset Utilities		EA	$1,195.00	4	$4,780.00
15	Adjust Manhole to Grade		EA	$1,100.00	1	$1,100.00
16	Relocate Power Poles		EA	$550.00	2	$1,100.00
17	Removal of Asphalt Pavement	(12) (16)	SY	$24.05	41	$986.05
18	Removal of Concrete Drives	(12) (16)	SY	$70.50	7	$493.50
19	Removal of Trees	(12)	EA	$1,480.00	2	$2,960.00
20	Removal of Concrete Sidewalk	(12) (13) (16)	SY	$38.90	38	$1,478.20
21	Removal of Curb and Gutter	(12) (16)	LF	$10.15	729	$7,399.35
22	Removal of Structures & Obstructions	(7) (12)	LSUM	$2,465.00	1	$2,465.00
23	ADA 24" Traffic Striping		LF	$71.00	72	$5,112.00
24	Construction Traffic Control	(11)(14)	LSUM	$4,450.00	1	$4,450.00
25	Construction Staking	(10)	LSUM	$5,050.00	1	$5,050.00

Total Base Bid $154,312.85

Total Base Bid in Words $ One hundred fifty-four thousand three hundred twelve dollars and eighty-five cents

Continued on next page

Bid Proposal Form
FYE 2024 Classen Boulevard Sidewalks Project
Grand Total Base Bid

Continued from previous page

	Project	Total Price In Dollars
1	FYE 2024 Classen Boulevard Sidewalks Project	$154,312.85

GRAND TOTAL BASE BID: $ $154,312.85

GRAND TOTAL BASE BID (in words)

One hundred fifty-four thousand three hundred twelve dollars and eighty-five cents

Note: A unit price shall be given for all bid items, or the entire bid will be disqualified.

Note: All costs associated with mobilization, bonds, and any other miscellaneous costs shall be included in the unit price costs of other items of work.

Bidder Contact Information

Name and Address of Bidder: Ellsworth Construction OKC, LLC dba A-Tech Paving

500 N Vickie Dr

Oklahoma City, OK 73115

Contact Person: Tim Lunday Telephone No. 405-418-4741

PAY QUANTITY NOTES:

(1) Item unclassified excavation is for placement of new sidewalk, removal of roots, stumps, rocks, and other naturally occurring underground obstructions. Item includes salvaged topsoil.

(2) To be paid per field measurement of the work completed. Some final quantities may be less than and some may be more than the quantities listed on the bid schedule. The cost of trenching, backfill, bedding, etc. are to be included in the cost per linear foot.

(3) All non-paved newly graded areas shall receive solid slob cover after final grading.

(4) Concrete curbs & gutters shall be constructed to standards outlined in The City of Norman Standard Specifications and Construction Drawings, but may be altered as directed by the engineer.

Link: **https://www.normanok.gov/your-government/departments/public-works-department/engineering-division**

(5) Item includes ODOT Class A, 6 Sack, 3,000 psi concrete. Sub-base compaction to 95% SPD, backfill expansion joint filler, sealers, control crack joints and other miscellaneous items needed for construction of this pay item.

(6) The tactile warning device surface shall be Armore-Tile (Red Brick) cast in place, or approved equal.

(7) Includes trimming tree limbs and shrubbing adjacent to or overhanging sidewalk, as needed.

(8) Temporary protection to be used for erosion & sediment control in a manner approved by the engineer. Item includes sediment removal.

(9) Price bid to include cost of watering. Watering estimated at 40 gallons per SY for estimating purposes only. Contractor will provide sufficient water to produce adequate grass growth as approved by the engineer.

(10) Pay item for staking includes all staking required to construct the project including right-of-way staking.

(11) Traffic control plans must be approved by the City Transportation Engineer David Riesland (david.riesland@normanok.gov / 405-217-7762) in advance of the work. This line item includes necessary flagging during construction. Coordinate with City.

(12) To become the property of the contractor and be disposed of by him in a manner approved by the engineer.

(13) Payment for this item includes removal of existing ramps where noted.

Link: **https://www.normanok.gov/your-government/departments/public-works-department/engineering-division**

(14) Contractor to remove all equipment, materials, and traffic control devices from the shoulder overnight. Contractor to get approval by the City Transportation Engineer (david.riesland@normanok.gov /405-366-7762) in advance of work.

(15) Bid item to include 2" aggregate base in bid price.

(16) Includes cost of needed sawcuts.

(17) For 18" long smooth steel dowel at ramp/sidewalk/driveway expansion joint, and for 18" deformed steel dowel at ramp/street joint.

SECTION 1
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Public Works Dept./Engineering Division Reviewed by: _____ Date _____

Date Received: _____

CONTRACTOR: Ellsworth Construction OKC, LLC dba A-Tech Paving,

CIRCLE ONE: Sole Proprietor Partnership (Corporation) Joint Venture

NAME: Ellsworth Construction OKC, LLC dba A-Tech Paving PARTNER: _____

ADDRESS: 500 N Vickie Dr ADDRESS: _____

CITY: Oklahoma City, OK 73117 CITY: _____

PHONE: 405-418-4741 PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

COUNTY Oklahoma STATE OK __ COUNTY _____ STATE ____

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: Oklahoma

LOCATION OF PRINCIPAL OFFICE: Oklahoma City, OK 73117

CONTACT PERSONS AT OFFICE: Tim Lunday

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: Tim Lunday ADDRESS: 500 N Vickie Dr

TITLE: President CITY Oklahoma City STATE OK ZIP 73117

PHONE: 405-418-4741

NAMES OF OFFICERS: (IF APPLICABLE) Tim Lunday, President

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 72

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT) see attachment

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: 35+ years

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Water & Sanitary Sewer Lines
Concrete Paving	Earth Work	Steel Erection
Misc. Concrete	Bridge Work	Painting
Channel Lining	Demolition	Fog Seal
Pump Stations	Landscaping	Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes
Other: Seal Coating

COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $100,000 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 20

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $200,000 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: 15

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME: $20,000,000.00

A LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: PM-0284 Residential Sidewalk & Pavement Repair
OWNER/ENGINEER: City of OKC

YEAR BUILT: 2020 CONTRACT PRICE: $470,310.50
CONTACT PERSON: Kyle Morse PHONE: 405-297-2936

PROJECT: PC-0879 Newcastle Road
OWNER/ENGINEER: City of OKC

YEAR BUILT: 2023 CONTRACT PRICE: $1,780,308.15
CONTACT PERSON: Chase Rupe PHONE: 405-297-2217

PROJECT: 2020 Norman Urban Concrete
OWNER/ENGINEER: City of Norman

YEAR BUILT: 2021 CONTRACT PRICE: $1,183,072.50
CONTACT PERSON: Joseph Hill PHONE: 405-366-5265

PROJECT: 4800-5300 Blocks Venture Road Paving Improvements
OWNER/ENGINEER: City of Enid

YEAR BUILT: 2021 CONTRACT PRICE: $809,716.35
CONTACT PERSON: Angela Rasmusen PHONE: 580-616-7242

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED: PLEASE SEE ATTACHMENT "CURRENT PROJECT"

PROJECT: _____
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER:

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.) N/A

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? No. IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: N/A PHONE: N/A

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? No

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: SURETY: N/A

BANK REFERENCE: Bank: Maple Mark Bank

Address: 2431 E 61st #150

City: Tulsa State: OK Zip: 74136

Contact Person: Kevin Anderson Phone: 918-221-5505

MUNICIPALITY REFERENCE: City: Oklahoma City

Contact Person: Michael Clark Position: Senior Project Manager

Address: City of OKC Offices Phone: 405-297-2280

OTHER CREDIT REFERENCES:

Name: Maxwell Supply Name: Dolese Bros.

Address: 3300 W Reno Ave OKC Address: Oklahoma City, OK

Phone: 405-616-6644 Phone: 405-630-7785

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title President

Company: Ellsworth Construction OKC, LLC dba A-Tech Paving Date: 2-29-24

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: Dayna Harjo Phone: 918-970-4860

Address: PO Box 1409 City: Tulsa State: OK

Major Construction Equipment List		
Equipment Description	**Manufacturer**	**Model Year**
Arrow 1350 Concrete Breaker	Arrow	
Bobcat 334 Mini Excavator	Bobcat	2004
Bobcat Compact Skid Steer	Bobcat	2022
Bobcat Compact Skid Steer	Bobcat	2022
Bobcat Compact Track Loader	Bobcat	2022
Bobcat Compact Track Loader	Bobcat	2022
Bobcat Compact Track Loader w/HD Bucket	Bobcat	2019
Bobcat E26 Mini Excavator	Bobcat	
Bobcat E32 Mini Excavator	Bobcat	
Bobcat E50 Mini Excavator	Bobcat	
Bobcat E50 Mini Excavator	Bobcat	2022
Bobcat PNSFL14" Planer	Bobcat	
Bobcat S220 Skidsteer	Bobcat	2005
Bobcat S250 Skidsteer	Bobcat	2008
Bobcat S770	Bobcat	2020
Bobcat Skidsteer Pickup Broom w/Dump Bucket	Bobcat	2016
Bobcat Skidsteer T76	Bobcat	
Bobcat T250 Skidsteer	Bobcat	2010
Bobcat Track Loader	Bobcat	2022
Bomag 364 R-2	Bomag	
Bomag BM1300/30	Bomag	
Bomag BT60 Vibratory Rammer 4 Cycle	Bomag	2013
Bomag BW 100AD-3 DB Drum Smooth Roller	Bomag	
Bomag BW 138AD-5	Bomag	
Bomag BW266D Vibratory DD Compactor	Bomag	2009
Bomag PW 120AD Smooth Drum Roller	Bomag	2004
Bomag Stabilizer/Recycler	Bomag	
Broce RJ350 Sweeper Ride	Broce	
Broce RJ350 Sweeper Ride	Broce	
Case 580 M Series 2	Case	
Case 5850K Backhoe	Case	
Caterpillar 320CL Excavator	Caterpillar	2007
Caterpillar 430 E Backhoe	Caterpillar	2011
Caterpillar 613C Scraper	Caterpillar	1999
Caterpillar AP-1055B Asphalt Paver	Caterpillar	2002
Caterpillar CB643C Smooth Drum Roller	Caterpillar	2003
Caterpillar D5GXL Dozer	Caterpillar	2004
Caterpillar Roller CB8	Caterpillar	2017
CMI Road Trimmer	CMI	2014
CMI SR500C Reclaimer	CMI	
Concrete Breaker Impact		

Major Construction Equipment List		
Ditch Witch 1330 Trencher w/trailer	Ditch Witch	2006
Dynapac CC422C Combination Roller	Dynapac	2007
Hamm HD 110i VV	Hamm	2022
Hamm HD 13i Dual Steel Drum Roller	Hamm	2021
Hamm HD13VV Roller	Hamm	2013
Hitachi ZX6OUSB-5 Excavator	Hitachi	2016
Husqvarna 4000 Saw (orange)	Husqvarna	
Ingersol Rand DA-48 Smooth Drum Roller	Ingersoll Rand	1984
Ingersol Rand DD-24 Smooth Drum Roller	Ingersoll Rand	2006
Ingersol Rand P188EJD Air Compressor	Ingersol Rand	
Ingersol Rand SD70D TD Pad Foot Roller	Ingersoll Rand	2006
Ingersol Rand SD70D TD Pad Foot Roller	Ingersoll Rand	
Ingersol Rand Stationary Light	Ingersol Rand	
John Deer 323DT Compact Track Loader	John Deere	2011
John Deer 333DT Compact Track Loader	John Deere	2011
John Deere 120LC Excavator	John Deere	2002
John Deere 135G Excavator	John Deere	2013
John Deere 160CLC Excavator	John Deere	2010
John Deere 200CLC Excavator	John Deere	
John Deere 210GLC Excavator	John Deere	2015
John Deere 318D Skidsteer Loader	John Deere	2011
John Deere 318D Skid-Steer Loader	John Deere	2011
John Deere 323E Compact Track Loader	John Deere	2017
John Deere 323E Track Loader	John Deere	2014
John Deere 326D Skidsteer Loader	John Deere	2011
John Deere 35D Mini Excavator	John Deere	2009
John Deere 35G Compact Excavator	John Deere	2016
John Deere 450H LGP Dozer	John Deere	2003
John Deere 50G Excavator	John Deere	2014
John Deere 544 J Wheel Loader	John Deere	2009
Kenworth T370 Tack Truck	Kenworth	2020
KM Infared 2-18X	KM	2019
Lay-Mor SM300 Ride-On Sweeper	Lay-Mor	2014
Lee Boy 8500 Elite Asphalt Paver	Lee Boy	
Melrose STD Asphalt Planer	Melrose	1999
Mixer/Stabilizer Terex425b	Terex	
Paladin Skidsteer Pickup Broom w/Dump Bucket	Paladin	2016
PNEUMATIC WHEEL BARROW AIR COMPRESSOR	Central	2022
Power Curber 5700 Super B	Power Curber	2006
Power Paver SF 2700 Slip Form Paver	Power Paver	2012
RoadTec Paver w/Eagle 10 Screed	RoadTec	2010
Roadtec Shuttle Buggy	RoadTec	

Major Construction Equipment List		
Skid Steer Bucket 60" tooth		
Skid Steer Bucket 72" tooth		2017
Sterling Acterra Asphalt Distributor w/Oil Disp	Sterling	2008
Sullair Air Compressor	Sullair	
Takeuchi	Takeuchi	
Takeuchi TL10V2 Track Loader	Takeuchi	2018
Takeuchi TL8R2 Track Loader	Takeuchi	2020
Terex RS 325B Reclaim/Stabilizer	Terex	2004
Vibromax Single Drum Compactor	Vibromax	2004
Vogele 1700-3I Asphalt Paver	Vogele	2022
Vogele MT3000-2i MTV	Vogele	
Volvo G720 XHD Grader	Volvo	
Volvo G930 Grader	Volvo	
Volvo G930B Motor Grader	Volvo	2012
Volvo PT125C Pnumatic Roller	Volvo	2019
Weiler Asphalt Paver	Weiler	2017
Weiler P385B Asphalt Paver	Weiler	
Wirten Milling Machine	Wirtgen	2022
Yale GDP060 Forklift	Yale	1994

Ellsworth Construction OKC Current and Upcoming Projects

PROJECT NAME	CONTRACT VALUE	LOCATION, OWNER, CONTACT/PHONE	STARTING DATE	EXPECTED COMPLETION DATE
PC-0789-II SW 59th, S May Ave, S Penn,& I240	$ 3,518,070.75	City of Oklahoma City Scott Cox, 405-297-2590	07/2023	03/2024
PC-0820 May Ave, Portland Ave, SW 29th, & SW 15th	$ 3,811,599.31	City of Oklahoma City Chase Thompson, 405-297-2213	07/2023	02/2024
TC-0490 SW 119th St & Portland Ave - Concrete	$ 1,693,177.44	City of Oklahoma City Scott Cox, 405-297-2590	12/2023	03/2024
Commercial Vehicle Inspection Facility	$ 279,108.00	SGS Design Builder (No Contact with Owner) Steve Scott, 405-416-8400	08/2023	02/2024
OCAT WRWA 2208 South Campus Asphalt Paving Repairs and Rehabilitation	$ 2,080,648.95	Oklahoma City Airport Trust Steve Gravlin, 405-954-0773	04/2023	03/2024
EPS Pine Oak Parking Lot	$ 1,574,138.60	Red Plains Professional Inc. (No Contact with Owner) Gabe Woolery, 405-341-4037	07/2023	03/2024
MP-0414 PH II Earlywine Golf Parking Lot	$ 1,707,941.40	City of Oklahoma City Ryan Concha, 405-297-3905	02/2024	05/2024
Washington Schools Classroom Addition & Multipuprose Room	$ 464,758.22	Goldsby Construction (No Contact with Owner) Garrett Goldsby, 405-650-1031	TBD	Summer 2024
Crescent-Paving Improvements City of Crescent	$ 649,950.90	City of Crescent (No Contact with Owner) Michael Andersen, 405-755-5325	03/2024	06/2024
WFEC RP 2023-12-6643 Transformer Pad Storage	$ 111,489.68	Western Farmers Electric Cooperative Chad Heathco, 405-933-0111	03/2024	03/2024

SECTION 2
QUALIFICATION STATEMENT
OF BIDDER'S SURETY

SUBMITTED TO: City of Norman, Oklahoma

BIDDER: Ellsworth Construction OKC, LLC Dba A-Tech Paving

ADDRESS: 500 N Vickie Dr Oklahoma City, OK 73117

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? Yes
3. What is the maximum bonding capacity of this Contractor? 20,000,000 single/ 60,000,000 aggregate
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when Due? Yes. If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?

REMARKS: Ellsworth Construction OKC, LLC Dba A-Tech Paving has handled each of its projects in a professional manner and completed all work satisfactorily.

SURETY: Great American Insurance Company

SIGNED: Dayna Harjo

BY: Dayna Harjo

TITLE: Attorney-in-fact

ADDRESS: 10425 S 82nd East Ave, Suite 110

CITY: Tulsa STATE OK ZIP 74133

(IN DUPLICATE)

GREAT AMERICAN INSURANCE GROUP

Surety Bond Seal Addendum

Great American Insurance Company

Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 15th day of August, 2022.

Great American Insurance Company

GREAT AMERICAN INSURANCE COMPANY

By _____

Stephen C. Beraha, Assistant Vice President

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain Dayna Harjo Cindi L. Smith William C. Taylor	All of Tulsa, Oklahoma	All $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July , 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 18th day of January , 2024 .

Assistant Secretary

BID AFFIDAVITS

BID 2324-41 FYE 2024 CLASSEN BOULEVARD SIDEWALKS PROJECT

Name and Address of Bidder: Ellsworth Construction OKC, LLC dba A-Tech Paving

500 N Vickie Dr, Oklahoma City, OK 73117

Contact Person: Tim Lunday Telephone No. 405-418-4741

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

1. For purposes of competitive bids, I certify:

a) I am the duly authorized agent of Ellsworth Construction OKC, LLC dba A-Tech Paving, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

b) I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and having been personally and directly involved in the proceedings leading to the submission of such bid; and

c) Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

1. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

2. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

3. in any discussions between bidders and any municipal official concerning any exchange of money or other thing of value for special consideration in the letting of a contract.

2. I certify, if awarded the contract, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Ellsworth Construction OKC, LLC dba A-Tech Paving
(Bidder Company Name)

By: _____
Name: Tim Lunday
Title: President

Subscribed and sworn to before me this 29th day of February, 2024.

_____
Notary Public

My Commission Expires: December 8, 2024
(SEAL)

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

B. Business Relationships Affidavit

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affidavit further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (l) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows: No relationships.

Affidavit further states that any such business relationship presently in effect or which existed within one (l) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: No relationships.

Affidavit further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: No relationships.

(If none of the business relationships herein above mentioned exist, Affidavit should so state.) No relationships.

Subscribed and sworn to before me this 29th day of February, 2024.

_____
Notary Public

My Commission Expires:
December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Contractor Tim Lunday, President

ATTEST:

Name and Title Elizabeth Tassinari, Project Admin

"FALSE INFORMATION AFFIDAVIT"

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Ellsworth Construction OKC, LLC dba A-Tech Paving to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Contractor Tim Lunday, President

Subscribed and sworn to before me this 29th day of February, 2024.

Notary Public

My Commission Expires:

December 8, 2024

RACHEL COX
NOTARY PUBLIC
State of Oklahoma
Comm. # 20014828
My Commission Expires
December 8, 2024

GREAT AMERICAN INSURANCE COMPANY
OHIO

Bond No.

BID BOND
Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we Ellsworth Construction OKC, LLC Dba A-Tech Paving

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at Oklahoma City of Norman as Surety, hereinafter called the Surety, are held firmly bound unto

as Obligee, hereinafter called Obligee, in the sum of Five Percent (05%) of Amount Bid in Dollars ($ 05%)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FYE 2024 Classen Boulevard Sidewalks Project (Enid Street to Shawnee Street & 12th Avenue SE to South of Lindsey Street) Bid #2324-41

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of February, 2024

In the presence of:

Rachel Cox

Cindi L Smith

Ellsworth Construction OKC, LLC Dba A-Tech Paving
(Principal) (Seal)

By: Tim Lunday President (Title)

GREAT AMERICAN INSURANCE COMPANY
(Surety)

By: Dayna Harjo (Attorney-in-Fact)

Dayna Harjo

Bid Bond F9630a

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FOUR

No. 0 21862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain Dayna Harjo Cindi L. Smith William C. Taylor	All of Tulsa, Oklahoma	All $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July , 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of February , 2024 .

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Parkhill

ADDENDUM NO: 001

TO: City of Norman

FROM: Parkhill

PROJECT NAME: Classen Boulevard Sidewalk Improvements

PROJECT NO.: 0109.20

DATE: 02/23/2024

Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents.

This Addendum consists of one (1) page, the Q & A.

I. CLARIFICATIONS *and/or* QUESTION AND ANSWER

1. Q: Can you clarify what the difference is for Pay item Concrete curb and concrete curb 6" barrier integral?
   A: The concrete curb is on sheet 07. It is along the edge of the sidewalk, not curb & gutter in the street.
2. Q: Also, on sheet 7 it calls out to remove the old striping before painting new. Can a paid item for stripe removal be added?
   A: The cost for striping removal is to be included in the pay Item "ADA 24" TRAFFIC STRIPPING".
3. Q: Typically, a clearing and grubbing item includes tree removal, but you have a separate pay item tree removal. Can you please clarify what is to be included in clearing and grubbing?
   A: Everything other than Trees. This would include but is not limited to grass, weeds, short shrubs, etc.
4. Q: On the pay item for the tactile warning devices the unit shows sy and normally that's sf. Can you clarify the unit of measure please?
   A: The correct unit is SF.

END OF ADDENDUM NO. 001

LICENSED PROFESSIONAL ENGINEER
M. JOSHUA RISLEY
24102
OKLAHOMA

Respectfully submitted,

PARKHILL

By: M. Joshua Risley

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Tim Lunday

President

By: Tim Lunday

Parkhill

ADDENDUM NO: 002

TO: City of Norman

FROM: Parkhill

PROJECT NAME: Classen Boulevard Sidewalk Improvements

PROJECT NO.: 0109.20

DATE: 02/28/2024

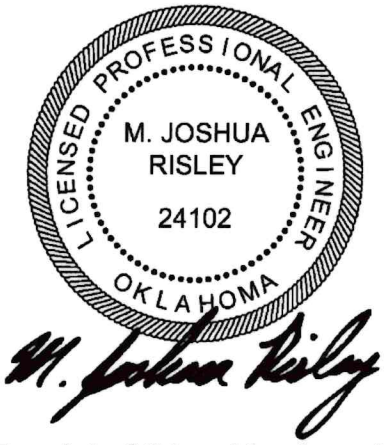
Attention of all Prospective Proposers/Plan Holders is directed to the following modifications to the referenced Drawings and Project Manual. This Addendum becomes a part of the Contract Documents and modifies the original Contract Documents.

This Addendum consists of one (1) page of clarifications.

I. CLARIFICATIONS *and/or* QUESTION AND ANSWER

1. The following quantities need to change:
   a. RELOCATE SIGNS 6
   b. RESET UTILITIES 4
2. The city will coordinate with OG&E to relocate the existing poles. The bid item RELOCATE POWER POLES includes coordination efforts with OG&E only.
3. Bid item RESET UTILITIES includes adjusting three pullboxes and one water meter.

END OF ADDENDUM NO. 002



Respectfully submitted,

PARKHILL

By: M. Joshua Risley

Receipt of this addendum shall be acknowledged by the Bidder, below and on the bid Proposal. This entire addendum, or a copy thereof, shall be attached to the bid Proposal submitted.

ACKNOWLEDGED:

Tim Lunday

President

By: Tim Lunday

BID RECORD
City of Norman

BID: 2324-41

TITLE: Classen Boulevard Sidewalk Project

DATE:2/29/24

BIDDER NAME	TOTAL BID				
1. Arroyo's Concrete LLC (OKC, OK)	$ 168,787.50	$	$	$	$
2. A-Tech Paving (OKC, OK)	$ 154,312.85	$	$	$	$
3. Parathon Construction (Edmond, OK)	$ 175,320.00	$	$	$	$
4.	$	$	$	$	$
5.	$	$	$	$	$
6.	$	$	$	$	$
7.	$	$	$	$	$
8.	$	$	$	$	$
9.	$	$	$	$	$
10.	$	$	$	$	$
11.	$	$	$	$	$
12.	$	$	$	$	$
13.	$	$	$	$	$

Received and Opened by: Fred Deeks

Date: 2.29.2024

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-159: A SUBSCRITION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEARMAP US, INC. (NEARMAP) TO PROVIDE ACCESS TO OBLIQUE IMAGERY FOR THE CITY OF NORMAN IN THE AMOUNT OF $28,500 PER YEAR FOR A PERIOD OF THREE YEARS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Joyce J. Green, GIS Services Manager

PRESENTER: Joyce J. Green, GIS Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-159: A SUBSCRITION SERVICE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEARMAP US, INC. (NEARMAP) TO PROVIDE ACCESS TO OBLIQUE IMAGERY FOR THE CITY OF NORMAN IN THE AMOUNT OF $28,500 PER YEAR FOR A PERIOD OF THREE YEARS.

BACKGROUND:

Council appropriated funds for the purchase of a Nearmap subscription in the fiscal year 2023-2024 (FYE 2024) budget in Maintenance & Repair-Contract Data Processing (Account 10440150-44226). Because the cost of a three-year agreement is $85,500, it needs to go to Council for final approval. The subscription cost is $28,500 per year for signing a three-year agreement, which saves $4,500 over the life of the contract.

DISCUSSION:

Oblique imagery provides information not currently available to the City. Nearmap also flies the area twice per year providing more current information about changes on the ground. While not as accurate as orthoimagery, the frequent flights will help the Geographic Information Systems Division (GIS) determine where new infrastructure should be placed relative to new construction. It will also help the Code Compliance and Planning Services Divisions determine when changes have taken place to buildings and properties and assist with their enforcement duties. The oblique images will provide information about door and window placement that is not available. This can also be helpful to the City of Norman Police Department in planning the serving of warrants and other public safety activities. The Nearmap subscription is not a replacement for standard orthoimagery, which allows for accurate measurement of facilities.

RECOMMENDATION:

Staff recommends City Council approve Contract K-2324-159, Nearmap subscription between the City of Norman and Nearmap US, Inc. and authorize the payment for the first year of the contract in the amount of $28,500.

NEW SUBSCRIPTION QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Norman, OK	**Quote Number**	Q098136
Contract Commencement	Contract commences upon signing of quote.	**Quote Expiry**	03/29/2024
Subscription Term	36 Month	**Account Rep**	Adam Fox adam.fox@nearmap.com
Subscription Start Date	02/09/2024	**Payment Term**	Net 30
Public Facing URL	https://www.normanok.gov/	**Payment Method**	Invoice
Bill To	City of Norman, OK Joyce Green 201 West Gray Street, Norman, Oklahoma, 73069 405-366-5467 joyce.green@normanok.gov	**Ship To**	City of Norman, OK Joyce Green 201 West Gray Street, Norman, Oklahoma, 73069 405-366-5467 joyce.green@normanok.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited

Subtotal	$85,500.00
***Estimated Tax**	$0.00
Total	**USD $85,500.00**

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q098136 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote,(b) the Product-Specific Terms which can be found at https://www.nearmap.com/us/en/legal/product-agreements, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at https://www.nearmap.com/us/en/current-aerial-maps-coverage.

Signature / Digital Acceptance: Date:

Full Name: Position:

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

NEARMAP US, INC.

DocuSigned by:
By: Paul Gilmour
Name:Paul Gilmour
Title:VP of Revenue and Finance

DocuSigned by:
Attest: Jordan Edwards
Name:Jordan Edwards
Title: Finance

CITY OF NORMAN, OKLAHOMA

By:_____
Name:Larry Heikkila
Title: Mayor

Attest:_____
Name:Brenda Hall
Title:City Clerk

Approved as to form and legality this 22 day of March, 2024

Elizabeth Muckala
City Attorney

Schedule 1

Additional Payment Terms

Amounts payable each year (Excluding Tax)

Year 1: $28,500.00 Year 2: $28,500.00 Year 3: $28,500.00

Additional Terms and Conditions

PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

PRODUCTS AGREEMENT

Recitals

A. Nearmap is a provider of aerial imagery and location data and associated products and services.
B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section B.1717 of the Agreement.

1. GRANT OF LICENSE TO USE PRODUCTS

1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non- transferrable license for the Term to use the Products only for the Permitted Purpose (the "**License**").

1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.

1.3 **Renewal** Unless otherwise notified by the Licensee in writing at least thirty (30) days prior to the expiry of the Term of its intention not to renew this Agreement and subject to any amendments to this Agreement required by Nearmap, the Term will automatically be renewed for successive renewal terms of twelve (12) months each (each a "**Renewal Term**").

1.4 **Product Updates** Nearmap may from time to time supply the Licensee with a Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the new Product from the date of delivery from Nearmap.

1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.

1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:

(a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and

(b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.

1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.

1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

2.1 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.

2.2 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighboring local government).

2.3 **Employees** Subject to sections 1.1 and 1.2, the Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. These employees are deemed to be Authorized Users. The Licensee is responsible and liable for all Authorized Users who use the Licensee's account access details or use Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

2.4 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement on any Products, which includes but is not limited to running any:

(a) machine learning models (including the model form and model parameters);
(b) outputs of machine learning models;
(c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
(d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.

2.5 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:

(a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes, or for mass downloads or bulk feeds of any imagery; and
(b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.

2.6 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorized by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.

2.7 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):

(a) provide a link to another URL;
(b) upload content or other information to the Website (except as necessary to use the Products);
(c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
(d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
(e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
(f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
(g) remove any content or information from the Website, other than that permitted under the terms of this License;
(h) falsify the true ownership of a Product or other material or information made available via the Website;
(i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
(j) use the Website other than in accordance with this Agreement;
(k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
(l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.

2.8 **Breach** If the Licensee breaches any of sections 2.1 to 2.7 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

3.1 **Authorized Users** Any password issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User who is not the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:

(a) cancel that user's access;
(b) immediately cease the Licensee's access to the Product;
(c) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or
(d) exercise any other right available to Nearmap under the terms of this Agreement or at law.

3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website and APIs remain available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at https://status.nearmap.com/ to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:

(a) allocate such resources as may be necessary to remedy the Fault; and

(b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.

3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.

3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.

3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its usual record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.

3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:

(a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;

(b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and

(c) terminate this Agreement in accordance with section 6.1. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.

4. FEES

4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.

4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.

4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in this Agreement.

4.4 **Refund of Fees** If the Licensee is not in breach of this Agreement, and Nearmap elects to terminate this Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.

4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if so invoiced.

4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days' notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may immediately limit or terminate access to the Products provided under this License.

4.7 **Amendments** Subject to section 1.3, Nearmap may, at its absolute discretion, increase the price, for the Products at the end of the Term by an amount which reflects up to the current rate of Inflation plus 2.5%.

5. THE LICENSEE'S WARRANTIES

5.1 **Warranty** The Licensee warrants that:

(a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;

(b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;

(c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and

(d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:

(i) License;

(ii) Products; and

(iii) Website.

6. TERMINATION AND EXPIRY

6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

(a) the other party breaches any of its obligation under this Agreement incapable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;

(b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or

(c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.

6.3 **Termination by Nearmap** Notwithstanding anything else in this Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate this Agreement.

6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:

(a) the License immediately terminates and the Products will no longer be available to the Licensee;

(b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and

(c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.

6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.

6.6 **Continuing obligations** After expiry or termination of this Agreement, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.

7. INTELLECTUAL PROPERTY

7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, APIs, any Product, or Content will pass or be licensed to the Licensee.

7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in this Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under this Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.

7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for the Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.

8. THIRD PARTY PROVIDERS

8.1 The Licensee acknowledges and accepts that Nearmap engages with Third Party Providers in order to provide the Products under this Agreement. The provision of the Products is contingent upon adequate delivery of products and services by those Third Party Providers and are subject to those Third Party Provider terms and conditions (as updated from time to time). By entering into this Agreement, the Licensee agrees that where applicable they must comply with those terms and conditions which are applicable to the use of those Third Party Providers products, where incorporated into Nearmap's Products. Nearmap have set out the type of Third Party product or services incorporated into Nearmap's Products and the relevant Third Party Providers terms and conditions below for reference.

(a) **Google** – https://maps.google.com/help/terms_maps.html in connection with the use of Google Street Maps;

(b) **NASA/NCAS –** https://www.nearmap.com/au/en/legal/copyright in connection with viewing satellite imagery on the Website; and

(c) **Precisely –** https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement in connection with viewing property datasets on the Website and/or through an API.

9. WARRANTY AND LIABILITY

9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.

9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, THIRD PARTY PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL

REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.

9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE AND/OR OBTAINED THROUGH AN API. THE PRODUCTS, THE WEBSITE AND APIs MAY BE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS, THE WEBSITE OR APIS.

9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THEPRODUCTS.

9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE OR APIS, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.

9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, THE WEBSITE OR THE APIS, EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.

9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider except to the extent it was caused or contributed by the acts, defaults or omissions of Nearmap.

9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:

(a) the Licensee's actual or alleged breach of any provisions of this Agreement;
(b) the Licensee's use of the Product for any purpose; and
(c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.

9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.

10. COPYRIGHT COMPLAINTS

10.1 If any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.

10.2 The Licensee must:

(a) promptly notify Nearmap of any such Infringement Claim;
(b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
(c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
(d) provide Nearmap with any assistance reasonably requested to allow [illegible] defend the Infringement Claim.

10.3 Nearmap will have no liability for any Infringement Claim:

(a) that arises from any:
  (i) use of the Product in violation of this Agreement;
  (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
  (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
(b) if the Licensee fails to comply with section 10.2.

10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.

11. PRIVACY POLICY

11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at https://www.nearmap.com/us/en/legal/privacy-policy. The Licensee hereby consents to those collections, uses, and disclosures.

11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.

11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products.

12. FORCE MAJEURE

12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):

(a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
(b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.

12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:

(a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
(b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
(c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

13. CONFIDENTIALITY

13.1 Subject to any other written agreements between the parties in connection with this Agreement, any information provided in writing or orally or data provided by either party under this Agreement ("**Discloser**") to the other party ("**Recipient**") and marked or identified as proprietary or Confidential Information shall not be disclosed for a period of three (3) years from termination or expiry of this Agreement, unless mutually agreed in writing by the parties. The parties will disclose Confidential Information only to their employees who have a need to know for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect their own confidential or proprietary information of similar nature and with no less than reasonable care.

13.2 The confidentiality obligations do not apply to the Recipient if:

(a) the Discloser has first agreed in writing to the particular disclosure, use, or copying;
(b) the Confidential Information was generally known by or available to the public through no wrongful act of the Recipient or otherwise than as a consequence of a breach of this Agreement;
(c) the Confidential Information was received by the Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the Confidential Information; or
(d) the disclosure of Confidential Information is legally compelled due to compliance with federal and state laws or an order by a court.

13.3 Immediately upon termination or expiry of this Agreement, the Recipient must (at its expense):

(a) cease all use of the materials and Confidential Information;
(b) destroy or return (at the Discloser's discretion) the Confidential Information to the Discloser together with all copies, reproductions and summaries of the same;
(c) destroy all of its notes, memoranda and records (in whatever form) containing,

referring to or based on the Confidential Information;

(d) ensure that any person who receives the Confidential Information by the Recipient's authority returns the Confidential Information to the Discloser in any form in which it is held or destroys it and gives evidence of its destruction to the Discloser; and

(e) provide to the Discloser a written certificate confirming compliance with the requirements under this section.

14. NOTICES

14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when:

(a) personally delivered;

(b) sent by registered or certified mail (postage prepaid, return receipt requested);

(c) sent by nationally recognized private courier (with signature required and all fees prepaid); or

(d) sent by email with confirmation of transmission.

14.2 Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

15. TECHNOLOGY EXPORT

The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

16. MISCELLANEOUS TERMS

16.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with Nearmap's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Nearmap from time to time.

16.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.

16.3 **Precedence of Documents** This Agreement is comprised of:

(a) the Additional Terms and Conditions under Schedule 1;

(b) the Quote and attached Schedules;

(c) any Product-Specific Terms; and

(d) this products agreement.

If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. If the Licensee purchases the Products through a reseller, the terms and conditions under this Agreement will apply. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's and/or reseller's purchase order.

16.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.

16.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.

16.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

16.7 **Severability** If one or more of the terms of this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.

16.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.

16.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.10 **Entire Agreement** This Agreement:

(a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and

(b) supersedes any prior agreement or understanding on anything connected with that subject matter.

16.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.

16.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement solely in the English language. Les parties aux présentes ont ex convenu que cet accord et toute autre convention, document ou av soient rédigés en anglais seulement.

16.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee conducts business (without giving effect to the conflicts of laws provisions thereof).

17. DEFINITIONS

In this Agreement:

Additional Terms and Conditions means the additional terms and conditions (if any) set out in the Quote.

Affiliate means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

Allowance means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified the Quote.

API means application programming interface.

Authorized User means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product through the Website or API.

Business Days means any day other than a Saturday, a Sunday or a recognized public holiday in the State of Utah, USA.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Commencement Date means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

Commercial Purpose means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

Confidential Information means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of a party or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise.

Content means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

Coverage Area means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

Derivative Work means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

Discloser has the meaning given in section 13.1.

Fair Use Policy means the policy as attached to the Quote.

Fault means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

Fees means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

Force Majeure Event has the meaning given in section 12.1.

Government Products means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

Infringement Claim has the same meaning given in section 10.1.

Intellectual Property Rights includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

License means the license granted in section 1.1.

Licensee means the person or entity specified in the "Customer Name" section of the Quote.

Nearmap means Nearmap US, Inc.

Non-Government Products means all Products specified in the Quote that do not fall under the definition of Government Products.

Operational Hours means 9am to 5pm MT.

Periodic Allowance or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

Periodic Allowance Section means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at here.

Permitted Purpose means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

(a) Commercial Purpose;

(b) Unlawful Purpose;

(c) Integration, or attempt to integrate, the Products in an internal system of the Licensee or of a third party; and

(d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

Products means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

Product-Specific Terms means additional terms and conditions that apply to certain Products, currently located here.

Quote the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

Recipient has the meaning given in section 13.1.

Renewal Term has the meaning given in section 1.3.

Schedule means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

Subscription Period means the period stated in the "Subscription Period" column of the Quote.

Subscription Start Date means the date specified in the "Subscription Start Date" section of the Quote.

Term means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

Third Party Providers means third party providers of products and services to Nearmap.

Unlawful Purpose means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

URL means a Uniform Resource Locator.

Website means all pages and sub-sites available within the nearmap.com domain.

DocuSign Envelope ID: B9EAA1AE-D063-4B15-9B34-1BEB0BDB20CE

FAIR USE POLICY

General

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.

2. In this Fair Use Policy:
   a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
   b. **Fair Use Policy** means this policy;
   c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
   d. **Products** has the meaning given to that term in Your Nearmap Agreement;
   e. **Services** has the meaning given to that term in Your Nearmap Agreement;
   f. **You** or **Your** means any customer of Nearmap;
   g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
   h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.

3. We reserve the right to vary the terms of this Fair Use Policy from time to time.

4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

Unreasonable Use

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.

6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

Excessive Use

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

Nearmap's Rights

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (ifapplicable).

9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
   a. restrict Your access to low resolution imagery for the remainder of the month; and/or
   b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   c. restrict Your access for the remainder of the month; and/or
   d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
   e. immediately cease Your access to Nearmap; and/or
   f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,136,000 TO BE USED FOR TWO (2) ELECTRIC CNG FUELING COMPRESSORS; APPROVAL OF CONTRACT K-2324-162; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Mike White, Fleet Program Manager

PRESENTER: Scott Sturtz, P. E., Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,136,000 TO BE USED FOR TWO (2) ELECTRIC CNG FUELING COMPRESSORS; APPROVAL OF CONTRACT K-2324-162; AND BUDGET APPROPRIATION 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 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.

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 Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program, which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This

set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point, fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Ready for 100" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

On August 1, 2023, the Association of Central Oklahoma Governments (ACOG) announced a Clean Air Grant For Public Sector Fleets using the federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Carbon Reduction Program (CRP). Two Years each of CMAQ and CRP funds will be available during this call for Projects, representing approximately $4 million.

ACOG Clean Air Grants for Public Sector Fleets will allow public entities to access CMAQ funds for fleet conversions to clean fuel technology to include light-duty, medium-duty, and heavy-duty alternative fuel vehicles, hybrid and plug-in hybrid vehicles, off-road equipment, and alternative fuel vehicle refueling infrastructure. Selected projects need to be paid in full, and the awarded entity will submit for reimbursement following project completion. Alternative Fuel Infrastructure Projects may be funded at a ratio of *up to* 80 percent federal funds and 20 percent local funds for installation costs and capital investment in alternative fuel refueling/recharging infrastructure.

DISCUSSION:

On September 12, 2023, Council approved Resolution R-2324-48 to submit an application to the ACOG Public Fleet Conversion Grant Program for the replacement of two (2) 125hp CNG fueling facility compressors. The two existing electric-powered CNG Arrow compressors that will be replaced have become a challenge to keep operational. Additionally, the manufacturer is no longer building CNG compressor units, so parts are becoming obsolete and, in some cases, must be custom-made. Compressor rebuilds are typically completed every two years, every 3000-3500 hours, and cost $25,000. The newer technology CNG compressors that will be provided with this grant require rebuilds less frequently, every 15,000 hours, at the same cost.

Improving this technology at the City's CNG public/private fueling facility will serve both our citizens and the City's CNG fleet, which has grown to over 157 CNG units ranging from refuse trucks to sedans, maintenance trucks, and transit buses. In the last twelve months, the City fleet consumed 363,981 gallons of CNG. Depending on the market cost of unleaded and diesel, the City is saving $1.37- $1.50 per gallon by using CNG. The annual saving to the City's fuel budget is $498,654 to $545,971.

On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity. As part of the award, this project will receive $1,136,000.

Of the anticipated total costs of $1,420,000 for this project, 80% ($1,136,000) would be provided in the Public Fleet Conversion Grant through ACOG and the remaining 20% ($284,000) would

be provided in local match. The $1,136,000 in grant funding would be reimbursed to the City once the project is completed.

If approved, the FYE 2025 Capital Project Request of $1,420,000 to replace the two CNG Compressors will be removed from the CIP budget.

RECOMMENDATION:

1. Staff recommends accepting the ACOG Public Fleet Conversion Grant Funding in the amount of $1,136,000 to be used for two (2) electric CNG fueling compressors.

2. Staff recommends approval of Contract K-2324-162.

3. Staff recommends a budget appropriation of $1,420,000 from Capital Fund Balance (Account 50-29000) with $284,000 to Plant & Operating Equipment-Other (Account No. 50594408-44199) representing the grant match portion and $1,136,000 to Electric CNG Fueling Compressors (Project BG0095; Account No. 22550480-46101 Construction).

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) electric CNG fueling compressors, two as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: One million, one hundred and thirty six thousand dollars ($1,136,000).

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 (CMAQ) and the Carbon Reduction Program (CRP) 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) electric CNG fueling compressors.

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 million, one hundred and thirty six thousand dollars ($1,136,000).

C.2. **Payment Methodology**: The Grantee shall be reimbursed for Allowable Costs related to the purchase of two (2) electric CNG fueling compressors 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: David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-234-2264
Email: DFrick@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 March 1, 2026** 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 March 1, 2026 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, 2024 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2024. 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:
David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405-234-2264
dfrick@acogok.org

Grantee:
Mike White, Fleet Program Manager
City of Norman, Public Works
1301 Da Vinci
Norman, OK 73069
405-292-9708
Mike.white@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:

Grantee Legal Entity Name

Signature of Authorized Official Date

Printed Name and Title of Authorized Official

Mark W. Sweeney, AICP, Executive Director Date
Association of Central Oklahoma Governments

File Attachments for Item:

20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $320,260 TO BE USED FOR TWENTY-SIX (26) ALTERNATIVE FUEL VEHICLES, AND ONE (1) ELECTRIC FORD LIGHTNING TRUCK; APPROVAL OF CONTRACT K-2324-163; AND BUDGET ALLOCATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Mike White, Fleet Program Manager

PRESENTER: Scott Sturtz, P. E., Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $320,260 TO BE USED FOR TWENTY-SIX (26) ALTERNATIVE FUEL VEHICLES, AND ONE (1) ELECTRIC FORD LIGHTNING TRUCK; APPROVAL OF CONTRACT K-2324-163; AND BUDGET ALLOCATION 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 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.

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 Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program, which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This

set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point, fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Ready for 100" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

On August 1, 2023, the Association of Central Oklahoma Governments (ACOG) announced a Clean Air Grant For Public Sector Fleets using the federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Carbon Reduction Program (CRP). Two Years each of CMAQ and CRP funds will be available during this call for Projects, representing approximately $4 million.

ACOG Clean Air Grants for Public Sector Fleets will allow public entities to access CMAQ funds for fleet conversions to clean fuel technology to include light-duty, medium-duty, and heavy-duty alternative fuel vehicles, hybrid and plug-in hybrid vehicles, off-road equipment, and alternative fuel vehicle refueling infrastructure. Selected projects need to be paid in full, and the awarded entity will submit for reimbursement of the incremental cost of the identically equipped conventional fueled vehicles. The old vehicle/equipment being replaced is required to be removed from the fleet. Alternative Fuel Infrastructure Projects may be funded at a ratio of *up to* 80 percent federal funds and 20 percent local funds for installation costs and capital investment in alternative fuel refueling/recharging infrastructure.

DISCUSSION:

On September 12, 2023, Council approved Resolution R-2324-53 to submit an application to the ACOG Public Fleet Conversion Grant Program for the incremental cost of purchasing alternative fuel replacement vehicles instead of conventional fueled vehicles as approved for FY24.

Annually, Fleet staff develop a vehicle replacement report considering the age, life–to–date, maintenance cost, and miles/hours of the fleet. City vehicle replacements are prioritized, ranked, and submitted for final approval by the City Management Team and Council. For FYE 2024, all light-duty vehicles approved for replacement are currently conventional fueled units; the compressed natural gas (CNG) powers the three (3) heavy-duty refuse trucks. This grant provides the incremental cost difference to upgrade the fleet with alternative fuel vehicles instead.

On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity. As part of the award, this project will receive $320,260.

Of the anticipated total costs of $2,770,835 for this project, 12% ($320,260) would be provided in the Public Fleet Conversion Grant through ACOG and the remaining 88% ($2,450,575) would be provided in local match. The $320,260 in grant funding would be reimbursed to the City once the project is completed. Funding for the local match is available in the FYE 2024 Capital Vehicle Replacement Budget.

Funding for the vehicles is included in the FYE 2024 Capital Vehicle Replacement Budget, so the grant will provide a direct savings of $226,050.00 to the Utilities Department and $94,210.00 to the General Fund once the vehicles are purchased and placed in service. An appropriation is needed for the grant portion.

RECOMMENDATION:

1. Staff recommends accepting the ACOG Public Fleet Conversion Grant Funding in the amount of $320,260 to be used for twenty six (26) alternative fuel vehicles and one (1) electric Ford Lightning truck.

2. Staff recommends approval of Contract K-2324-163.

3. Staff recommends using available funds in the FYE 2024 Capital Vehicle Replacement Budget for the local match of $2,450,575.

4. Staff recommends appropriation of $320,260 from the Special Grants Fund Balance (Account No. 22-29000) with $226,050 going to ACOG Fleet Service Equipment-Heavy Duty (Account No. 22550480-45008) and $94,210 going to ACOG Fleet Service-Light Duty (Account No 22550480-45009). Reimbursement of the $320,260 grant funding will be deposited to revenue account Other Revenue-ACOG Miscellaneous Grants (Account No. 225-333364).

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 twenty seven (27) alternative fuel vehicles and one (1) electric Ford Lightning truck as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: Three hundred and twenty thousand, two hundred and sixty dollars ($320,260).

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 (CMAQ) and the Carbon Reduction Program (CRP) 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 twenty seven (27) alternative fuel vehicles and one (1) electric Ford Lightning truck.

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; Three hundred and twenty thousand, two hundred and sixty dollars ($320,260).

C.2. **Payment Methodology**: The Grantee shall be reimbursed for Allowable Costs related to the purchase of twenty seven (27) alternative fuel vehicles and one (1) electric Ford Lightning truck 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: David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-234-2264
Email: DFrick@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 March 1, 2026** 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 March 1, 2026 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, 2024 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2024. 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:
David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405-234-2264
dfrick@acogok.org

Grantee:
Mike White, Fleet Program Manager
City of Norman, Public Works
1301 Da Vinci
Norman, OK 73069
405-292-9708
Mike.white@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:

Grantee Legal Entity Name

Signature of Authorized Official Date

Printed Name and Title of Authorized Official

Mark W. Sweeney, AICP, Executive Director Date
Association of Central Oklahoma Governments

Vehicle	Account # (Currently Budgeted)	Vehicle Only Costs	ACOG Grant	Local Match	Final Cost With Grant
Unit 223 CNG Heavy Duty Truck (Utilities)	33955162-45004	$497,265.00	$75,325.00	$421,940.00	$497,265.00
Unit 239 CNG Heavy Duty Truck (Utilities)	33955162-45004	$497,265.00	$75,325.00	$421,940.00	$497,265.00
Unit 269 CNG Heavy Duty Truck (Utilities)	33955161-45004	$525,120.00	$75,400.00	$449,720.00	$525,120.00
Unit 864 EV Light Duty Truck (Public Works)	10550222-45003	$78,450.00	$30,460.00	$47,990.00	$78,450.00
Unit 626 Hybrid Light Duty Truck (Public Works)	10550223-45003	$47,980.00	$2,160.00	$45,820.00	$47,980.00
Unit 630 Hybrid Light Duty Truck (Public Works)	10550223-45003	$47,980.00	$2,160.00	$45,820.00	$47,980.00
Unit 1013 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1026 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1103 Hybrid Light Duty SUV (NPD)	25660138-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1107 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1109 Hybrid Light Duty SUV (NPD)	25660138-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1110 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1121 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1127 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1135 Hybrid Light Duty SUV (NPD)	25660138-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1136 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1144 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1146 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1151 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1152 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1166 Hybrid Light Duty SUV (NPD)	25660138-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1168 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1178 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1185 Hybrid Light Duty SUV (NPD)	25660235-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1196 Hybrid Light Duty SUV (NPD)	15661322-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1209 Hybrid Light Duty SUV (NPD)	15661322-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
Unit 1224 Hybrid Light Duty SUV (NPD)	15661322-45002	$51,275.00	$2,830.00	$48,445.00	$51,275.00
TOTAL		$2,770,835.00	$320,260.00	$2,450,575.00	$2,770,835.00

File Attachments for Item:

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,078,880 TO BE USED FOR TWO (2) ELECTRIC BUS PANTOGRAPH CHARGERS; APPROVAL OF CONTRACT K-2324-165; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, P. E., Interim Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) PUBLIC FLEET CONVERSION GRANT PROGRAM FUNDING IN THE AMOUNT OF $1,078,880 TO BE USED FOR TWO (2) ELECTRIC BUS PANTOGRAPH CHARGERS; APPROVAL OF CONTRACT K-2324-165; AND BUDGET APPROPRIATION 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 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.

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 Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program, which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This

set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point, fully electric vehicles were not an option, but the technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Ready for 100" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

On August 1, 2023, the Association of Central Oklahoma Governments (ACOG) announced a Clean Air Grant For Public Sector Fleets using the federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Carbon Reduction Program (CRP). Two Years each of CMAQ and CRP funds will be available during this call for Projects, representing approximately $4 million.

ACOG Clean Air Grants for Public Sector Fleets will allow public entities to access CMAQ funds for fleet conversions to clean fuel technology to include light-duty, medium-duty, and heavy-duty alternative fuel vehicles, hybrid and plug-in hybrid vehicles, off-road equipment, and alternative fuel vehicle refueling infrastructure. Selected projects need to be paid in full, and the awarded entity will submit for reimbursement following project completion. Alternative Fuel Infrastructure Projects may be funded at a ratio of *up to* 80 percent federal funds and 20 percent local funds for installation costs and capital investment in alternative fuel refueling/recharging infrastructure.

DISCUSSION:

On September 26, 2023, Council approved Resolution R-2324-60 to submit an application to the ACOG Public Fleet Conversion Grant Program for the purchase of pantograph charging infrastructure, which will allow the recently obtained electric transit buses to be charged in service during a layover at a major stop or at the Norman Transit Center. The pantograph charging solution can be thought of as an awning the bus drives underneath which extends and connects to the charge rails on the top of the bus. Both electric buses owned by the City are already outfitted with the required charging rails. There is a need for pantograph charging infrastructure in order to maintain sufficient charge levels.

On Thursday, February 15, 2024, ACOG approved a ranked list of projects for funding. Because the City of Norman had submitted multiple projects, these were grouped together as a single project, which was ranked first out of nine projects that received funding. Overall ACOG awarded $2,580,782 to the City of Norman through this grant opportunity. As part of the award, this project will receive $1,078,880.

Of the anticipated total costs of $1,348,600 for this project, 80% ($1,078,880) would be provided in the Public Fleet Conversion Grant through ACOG and the remaining 20% ($269,720) would be provided in local match. The $1,078,880 in grant funding would be reimbursed to the City once the project is completed. Local match funding for this project has been identified within the Public Transportation Fund (Fund 27) but requires transfer within the fund as outlined in the recommendations.

RECOMMENDATION:

1. Staff recommends accepting the ACOG Public Fleet Conversion Grant Funding in the amount of $1,078,880 to be used for two (2) electric bus pantograph chargers.

2. Staff recommends approval of Contract K-2324-165.

3. Staff recommends a budget transfer within the Public Transportation Fund (Fund 27) of $254,433.78 from the Service Equipment-Bus (Account No. 27550276-45007) and $15,286.32 from the Miscellaneous Services-Transit Operations Contract (Account No. 27550277-44766) to Plant & Operating Equipment-Other (Account No. 27550276-45199) to be used as the local match for the project.

4. Staff recommends a budget appropriation of $1,078,880 from the Capital Fund Balance (Account No. 50-29000) to the Special Grants Fund (Fund 22) ACOG Electric Bus Pantograph Chargers (Project BG0094, Account No. 22550480-46101) to cover the 80% grant amount project expenses until the project is complete.

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) electric bus pantograph chargers as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: One million and seventy eight thousand, eight hundred and eighty dollars ($1,078,880).

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 (CMAQ) and the Carbon Reduction Program (CRP) 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) electric bus pantograph chargers.

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 million and seventy eight thousand, eight hundred and eighty dollars ($1,078,880).

C.2. **Payment Methodology**: The Grantee shall be reimbursed for Allowable Costs related to the purchase of two (2) electric bus pantograph chargers 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: David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
Telephone: 405-234-2264
Email: DFrick@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 March 1, 2026** 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 March 1, 2026 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, 2024 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2024. 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:
David Frick, Air Quality and Clean Cities Planner II
4205 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105
405-234-2264
dfrick@acogok.org

Grantee:
Taylor Johnson, Transit and Parking Manager
City of Norman
201 A West Gray Street
Norman, OK 73069
405-217-7761
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:

City of Norman:

_____ _____
Signed: Larry Heikkila, Mayor Date

_____ _____
ATTEST: Brenda Hall, City Clerk Date

Approved as to legality and form this _____ day of _____, 2024

_____
City Attorney's Office

ACOG:

_____ _____
Mark W. Sweeney, AICP, Executive Director Date
Association of Central Oklahoma Governments

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-166 AND CONVEYANCES E-2324-136, E-2324-137, AND E-2324-138: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-228, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $194,919.84 IN FAVOR OF DEFENDANT HALLBROOKE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Scott Sturtz, Interim Director

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT NO. K-2324-166 AND CONVEYANCES E-2324-136, E-2324-137, AND E-2324-138: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-228, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $194,919.84 IN FAVOR OF DEFENDANT HALLBROOKE.

BACKGROUND:

This case was filed by the City of Norman against Hallbrooke Development Group One, L.L.C. on March 9, 2021 as an eminent domain action after attempts to amicably purchase easements necessary to the 36th Ave. Bond Project, Phase II, failed. On July 22, 2021, the Commissioners awarded Hallbrooke $131,300 in just compensation and those funds were previously delivered to the Court in accordance with state law in order to allow the Project to proceed. The City deposited these funds with the Court Clerk and proceeded with its project. The funds were later disbursed to Hallbrooke.

Hallbrooke, through legal counsel, filed a demand for jury trial protesting the award amount, which dispute survives the disbursement of funds as a matter of law. Following much discovery and case preparation, including expert preparation, the parties participated in court-ordered mediation. Through mediation, the parties found common ground for a creative resolution of the disputes over value involved in this case. Based on a mediator's proposal resulting from this mediation, the parties continued their Status Conference until April 1, 2024 in order to allow the parties time to pursue and finalize an amicable resolution of the claims in this case.

DISCUSSION:

As set forth in the mediator's proposal, Hallbrooke is willing to resolve this case for just compensation based upon a value of $18.61 per square foot. Based on this amount, Hallbrooke will be compensated for exactly one-half of the acquired total square footage (totaling 14,592.6 SF), for a total amount of just compensation of $271,568.29. The remaining one-half of the acquired property will be voluntarily donated by Hallbrooke, as set forth in the Agreement. After

deducting the amount paid into court, the amount of just compensation remaining due is $140,268.29. Additionally, due to the amount of the Commissioner's Award, the City is ultimately responsible for fees and costs in the total amount of $54,651.55, which amounts are also included in this settlement, for a total settlement amount of $194,919.84.

This agreement provides further terms regarding the City's treatment of the acquired property for the purposes of recoupment, as well as a method for conveyance of the particular easements acquired and the release to be filed of the July 2021 Commissioners' Report. Because of the filings needed to accomplish this settlement, the agreement shall proceed for approvals through the filed court case. Once this Agreement, with all referenced attachments, are approved by the parties, the Agreed Journal Entry attached as Exhibit C to the Agreement will be presented to the Court for approval. Upon approval, the Easements and exhibits attached as Exhibits B and D to the Agreement, as well as the Release attached as Exhibit E, shall be filed of record with the Cleveland County Clerk's Office, in order to effectuate final conveyance of the acquired property. Thus, these two easements and the release are presented to the City Council for acceptance along with the Agreement, with approval conditioned upon the Court's approval of the Parties' Agreed Journal Entry of Judgement.

Upon approval of the Agreed Journal Entry of Judgment by the Court, the total settlement amount of $194,919.84 is planned to be reduced to a judgement in favor of Hallbrooke.

RECOMMENDATION:

City Staff has evaluated the proposed settlement and believes it is a good and creative resolution of the parties' dispute in light of the case status and situation, and that approval is in the best interests of the City. It is recommended that Contract K-2324-166 in the amount of $194,919.84 be approved and that Easements E-2324-136, E-2324-137, and the Release, E-2324-138, be approved conditioned upon the Court's approval of the Parties' Agreed Journal Entry of Judgment.

City Staff further recommends that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. § 159 and 62 O.S. § 362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. Under this process, one-third of the judgment amount plus interest at the statutory rate on the unpaid balance is collected through property tax roll assessments over that time period. The statutorily allowed procedure for payment of judgment against a municipality will minimize the impact of the settlement on City funds.

AGREEMENT REGARDING RIGHT-OF-WAY ACQUISITION AND SETTLEMENT OF CIVIL LITIGATION

THIS AGREEMENT is made and entered into this _____ day of March, 2024, by and between the City of Norman, a municipal corporation (hereinafter "**City**"), and Hallbrooke Development Group One, L.L.C., a limited liability company (hereinafter "**Owner**") with reference to the following:

WHEREAS, the City is pursuing its construction of a project known as the 36th Avenue NW Bond Project ("**Project**"), which was approved as a bond project by Norman voters in August of 2012; and

WHEREAS, in connection with the Project, it is necessary for the City to acquire certain property owned by Owner, which property is described in the attached **Exhibit A** to this Agreement; and

WHEREAS, the parties to this Agreement were unable to reach an agreement for the City's purchase of the Property and the City filed an eminent domain litigation in the District Court for Cleveland County on March 9, 2021, which case is styled as follows: *City of Norman v. Hallbrooke Development Group One, L.L.C.* et al., Case No. CJ-2021-228 ("**Litigation**"); and

WHEREAS, the Litigation produced a July 22 Commissioners' Report of just compensation ("**Report**") that was filed in the land records for Cleveland County, State of Oklahoma, while the City proceeded in its preparations for the Project; and

WHEREAS, the Owner sought a jury trial on the issues of damages and the parties voluntarily participated in mediation, which has resulted in this Agreement to fully and finally resolve all claims between the Parties regarding the City's acquisition of the Property for the Project; and

WHEREAS, this Agreement sets forth the terms for the City's acquisition of, and provision of consideration for, this acquisition of property, as well as the terms of Owner's conveyance of the property, and all other alleged damages or claims related thereto; and

WHEREAS, the parties acknowledge that the matter of liability on all claims is a subject of dispute, and both enter into this Agreement as a means of potential resolution while reserving each party's respective disputes.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

1. **Final Acquisition of the Property.** Owner has agreed to donate 50% of the Property to the City.[1] The parties have reached an agreed price per square foot for the City's paid acquisition of the remaining 50% of the Property. In order to facilitate the donation and acquisition as agreed, the following has and must further occur, as outlined:

   a. **Survey of Property by Owner.** Owner has had performed a survey of the Property that has resulted in the legally sufficient identification of two separate portions of the Property, each comprising 50% of the total area demonstrated in **Exhibit A**; and

   b. **Easement for Acquired Property.** For the 50% portion that will be acquired by the City at the agreed consideration set forth herein ("**Acquired Property**"), Owner has executed the Easement and exhibit(s) attached collectively hereto as **Exhibit B**. Owner's conveyance of this easement is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this easement as a companion item, with acceptance and filing thereof conditioned upon the Court's approval of the parties' jointly-submitted Agreed Journal Entry which will finalize the disposition of the Property and the parties' claims in the Lawsuit ("**Final JE**"), which is attached hereto in substantially final form as **Exhibit C**; and

   c. **Easement for Donated Property.** For the 50% portion that will be donated by the Owner ("**Donated Property**"), Owner has executed the Easement and exhibit(s) attached collectively hereto as **Exhibit D**. Owner's conveyance of this easement is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this easement as a companion item, with acceptance and filing thereof conditioned upon the Court's approval of the parties' Final JE; and

   d. **Release of Report.** Upon the Court's approval of the parties Final JE, and prior to filing the easements for the Acquired Property and Donated Property, attached hereto as Exhibits B and D, the City shall file a Release of Report of Commissioners, attached hereto in substantially final form as **Exhibit E** ("**Release**"). Approval of this Agreement shall constitute the City's approval and direction to file the Release of record, expressly conditioned upon the Court's prior approval of the parties' Final JE.

2. **Consideration for Acquired Property.** The City shall, upon approval of this Agreement, acceptance and approval of the Easements attached as Exhibits B and D and/or any other companion items, and approval of the Final JE by the Court, deliver the following consideration to Owner as further set forth:

[1] Any discrepancy resulting in less than a precise 50/50 split of the Property being purchased versus donated does not alter the amounts and values otherwise agreed to within this document.

a. **Monetary Consideration.** In the context of this compromise settlement, the City hereby agrees to pay Eighteen Dollars and Sixty-one Cents ($18.61) per square foot for the "value of the property taken," and no portion of this payment is attributable to damage or "injury to any part of the property not taken." *See* Okla. Const. Art. 2 § 24 (*see also*, "in condemnation proceedings, the sole issue is fair market value of the property taken and damage to the remainder of the property, if any." *State* ex rel. *Dept. of Transp. v. Lamar Advert. Of Okla., Inc.,* 2014 OK 47). The City further acknowledges that, in the context of this compromise settlement, the Owner is also making a property donation of the Donated Property. Accordingly, City shall agree to entry of final judgment in the Litigation in Owner's favor in the amount of **ONE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED NINETEEN AND 84/100 DOLLARS ($194,919.84)**. Of this Amount, ONE HUNDRED FORTY-THOUSAND TWO-HUNDRED SIXTY-EIGHT AND 29/100 DOLLARS ($140,268.29) is attributable to acquisition costs after deducting the $131,300.00 Commissioners' Award previously paid into Court and disbursed to the Owner. The remaining FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY-ONE AND 55/100 DOLLARS ($54,651.55) is attributable to Owners' claim for costs and attorney fees relating to the Litigation; and

b. **Other Consideration.** Additionally, the City agrees that it will seek no recoupment based on the Donated Property, or of the total consideration paid for the Acquired Property, which is TWO HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT AND 29/100 DOLLARS ($271,568.29), in the event of a purchase/taking of the subject properties from the City by any third party. The City further agrees that $271,568.29 is its total acquisition costs for the Property in the event City seeks recoupment in the future, and that the City will not claim, nor attribute, any recoupment costs to the City's acquisition of the Donated Property now or in the future.

3. **Covenant by Owner.** Owner hereby represents, promises, and covenants that it is vested with the entirety of the legal ownership interest in the Property, subject to encumbrances or reservations of record and zoning requirements, and is legally capable of carrying out the obligations of, and has a legal right to the benefits flowing from, the terms of this Agreement.

4. **Release by Owner.** In further exchange for the Consideration by the City as set forth herein, and with the exception of any action to enforce the terms of this Agreement, Owner hereby agrees to fully and finally release City from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement. Provided that it is understood and agreed that this release does not include any damages to the Acquired Property, Donated Property, or Owner which have not yet accrued and may accrue, occur or arise as a result of the actions or inactions of or on behalf of the City on or about the Acquired Property or Donated Property.

5. **Release by City.** In further exchange for the Consideration by the Owner as set forth herein, and with the exception of any action to enforce the terms of this Agreement, City hereby agrees to fully and finally release Owner from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement, provided that it is understood and agreed that this release does not include any damages or claims which have not yet accrued and may accrue, occur or arise as a result of actions or inactions of or on behalf of Owner on or about the Acquired Property or Donated Property.

6. **Recoupment Acknowledgement**. The parties agree that any recoupment issue as to the Acquired Property, except as agreed herein, shall be reserved for further consideration or dispute should the Acquired Party become subject to recoupment by the City.

7. **Further Actions.** The parties agree to prepare, execute and deliver all documents, including unknown documents, as reasonably needed, and to perform all such further actions, as may be reasonably necessary, to effectuate the provisions of this Agreement and to complete the transaction contemplated herein and provided hereby.

8. **Advice of Counsel.** The parties represent that they have or could have been fully advised by independent legal counsel with respect to the legal effect of the terms of this Agreement and hereby execute the same with full legal knowledge of the terms, conditions, and covenants herein.

9. **Capacity for Agreement.** The parties hereby covenant and represent that its signatory party(ies) are vested with the authority to legally bind each party to the terms of this Agreement.

10. **Entire Agreement.** This document represents the entire agreement between the parties with respect to the matters addressed herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are now merged herein. Except as may otherwise be provided herein, the terms of this Agreement are independent and severable. In the event any term or provision is determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall continue to be of full force and binding effect. This Agreement shall not be amended expect through a written instrument signed by the parties.

11. **Assignability.** This agreement shall not be assigned, except by written agreement of the other party.

12. **Attorney Fees and Costs.** Except as specifically stated in Paragraph 2(a) of this Agreement, each party agrees that it is otherwise responsible for its own attorney fees and costs relating in any way to the Property, the Project, the easements described herein, and this Agreement. In any action filed to enforce the terms of this Agreement,

the prevailing party shall be entitled to recovery of all attorneys' fees, costs, and expenses incurred in such action.

13. **Survival of Terms.** The terms and conditions of this Agreement will survive the execution and delivery of the conveyances or other rights and interests created by this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for the purposes of this Agreement.

THIS AGREEMENT is effective the date and time first above written.

CITY OF NORMAN, OKLAHOMA,
A municipal corporation

_____
Mayor Larry Heikkila

ATTEST:

_____
City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

_____
Office of the City Attorney

HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C.

By:_____
Russell Leon "Trey" Bates,
Managing Member

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said **Russell Leon "Trey" Bates** of **Hallbrooke Development Group One, L.L.C.**, its **Managing Member**, to me known to be the identical person(s) who executed the foregoing **Agreement Regarding Right-of-Way Acquisition and Settlement of Litigation** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public: _____

EXHIBIT A

Exhibit A

Parcel 28.0 - PERMANENT EASEMENT

A strip, piece or parcel of land lying in the SW¼ of Section 35, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the East right-of-way line of 36th Avenue NW intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet N 89°40'28" E and 33.00 feet N 00°35'01" W of the SW Corner of said SW¼, thence N 00°36'15" W along said East right-of-way line a distance of 503.67 feet, thence N 89°24'59" E a distance of 17.00 feet, thence S 02°52'27" E a distance of 250.21 feet, thence S 00°35'01" E parallel with said right-of-way line a distance of 180.00 feet, thence S 45°35'55" E a distance of 45.16 feet, thence N 89°40'28" E parallel with North right-of-way line Indian Hills Road a distance of 182.43 feet, thence S 79°26'38" E a distance of 132.43 feet, thence N 89°40'28" E parallel with said right-of-way line a distance of 200.00 feet, thence S 00°19'32" E a distance of 17.00 to a point on said right-of-way line, thence S 89°40'28" W along said right-of-way line a distance of 571.23 feet to point of beginning.

Containing 0.67 acres, more or less of new right-of-way.

EXHIBIT B

Parcel No: 28.0-A
Project No: 26918(05)

GRANT OF PERMANENT EASEMENT
City of Norman

Know all men by these presents:

That **Hallbrooke Development Group One, L.L.C.**, 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 permanent public right-of-way 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 28.0-A

Said tract containing 14,547 sq ft or 0.3333 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 right-of-way and utility.

PUBLIC RIGHT-OF-WAY AND UTILITIES

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

Signed and delivered this _____ day of _____, 20___.

Hallbrooke Development Group One, L.L.C.:

_____

Russell Leon "Trey" Bates, Managing Member

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 _____ day of _____, 20___, personally appeared Russell Trey Bates, to me known to be the identical person(s) and Managing Member of Hallbrooke Development Group One, L.L.C., 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: _____ Notary Public: _____

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:

Legal Description
Hallbrooke Sell Right-of-Way
Part of Parcel 28.0
State Job Piece No. 26918(04)
February 22, 2024 (Revised March 12, 2024)

A strip, piece or parcel of land lying in the Southwest Quarter of Section 35, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

BEGINNING at the point where the East right-of-way line of 36th Avenue N.W. intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet North 89°40'28" East and 33.00 feet North 00°35'01" West of the Southwest Corner of said Southwest Quarter;

THENCE North 72°18'01" East a distance of 140.65 feet;

THENCE North 89°40'28" East, parallel with the North right-of-way line of Indian Hills Road, a distance of 106.94 feet;

THENCE South 79°26'38" East a distance of 132.43 feet;

THENCE North 89°40'28" East, parallel with the North right-of-way line of Indian Hills Road, a distance of 200.00 feet;

THENCE South 00°19'32" East a distance of 17.00 feet to a point on said right-of-way line;

THENCE South 89°40'28" West, along said right-of-way of line, a distance of 571.23 feet to the POINT OF BEGINNING.

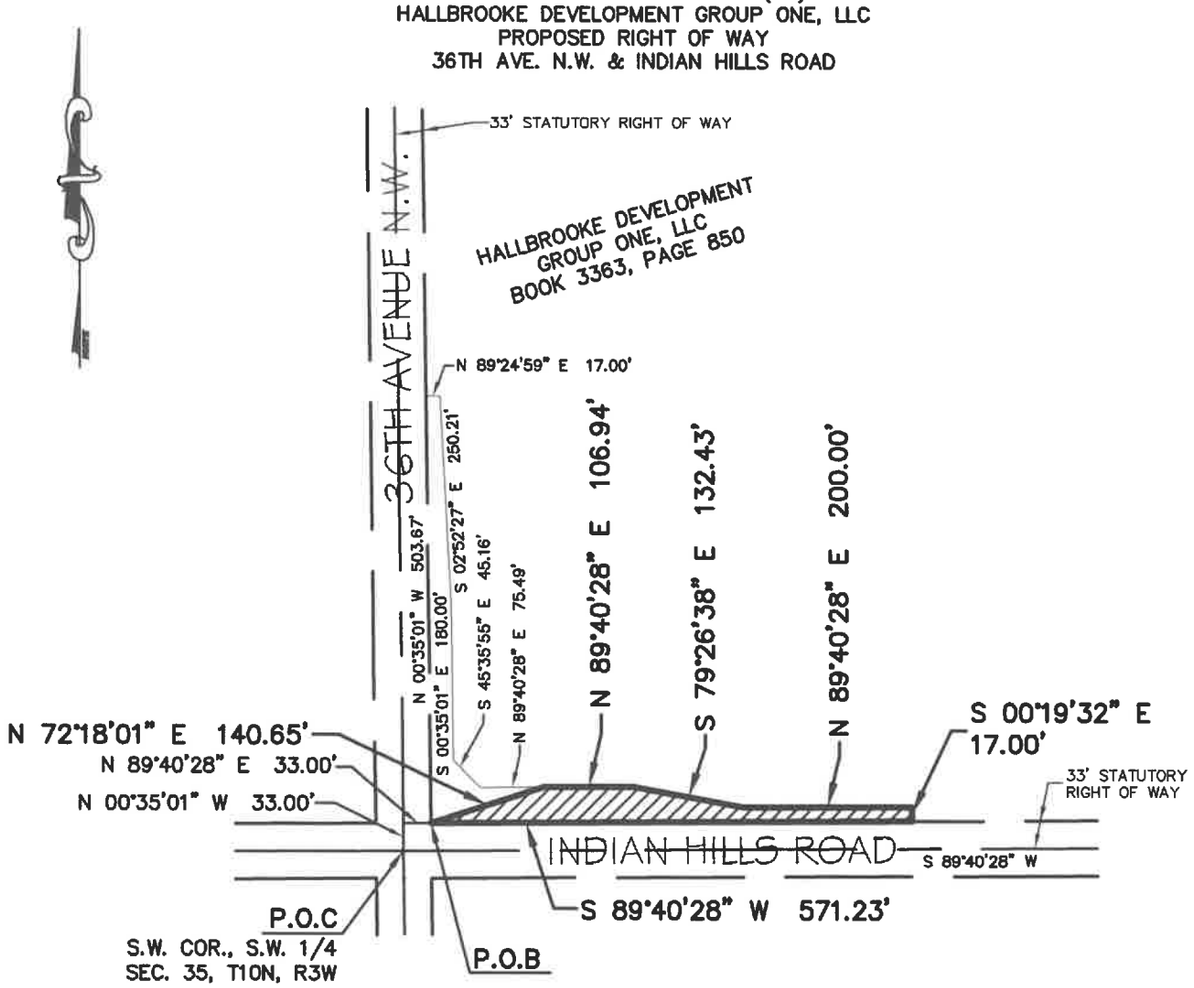
Said tract of land contains an area of 14,547 square feet or 0.3333 acres, more or less.

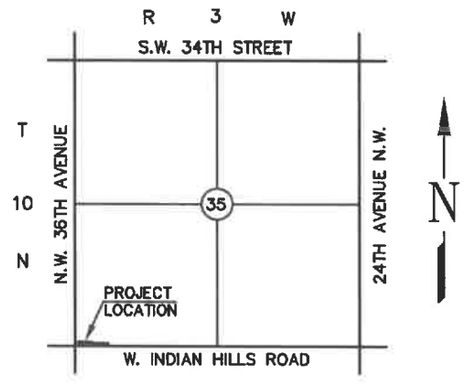
The bearing of South 89°40'28" West as shown on the South line of the Southwest Quarter of Section 35 was used as the basis of bearing for this survey.

Prepared by:
Mark Deal & Associates, P.C.
Shaun Christopher Axton, PLS 1494

EXHIBIT "A" (SELL RIGHT OF WAY)

PART OF PARCEL 28.0
STATE JOB PIECE NO. 26918(04)
HALLBROOKE DEVELOPMENT GROUP ONE, LLC
PROPOSED RIGHT OF WAY
36TH AVE. N.W. & INDIAN HILLS ROAD





LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
0 100 200
(IN FEET)
1 inch = 200 ft.

Mark Deal & Associates, P.C.
P.O. Box 6578
Norman, OK 73070
405-681-3325 voice & fax
shaun @pls.net
Certificate of Authorization No. 3045
Expires June 30, 2025

Mark Deal and Associates PROFESSIONAL CORPORATION

EXHIBIT C

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

CITY OF NORMAN, OKLAHOMA, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	**Case No.: CJ-2021-228**
	)	**The Honorable Judge Virgin**
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., an Oklahoma Limited Liability Company;	)	
JIM REYNOLDS, in his Capacity As Cleveland County Treasurer; and the	)	
BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY,	)	
Defendants.	)	

AGREED JOURNAL ENTRY OF JUDGMENT

COMES NOW, the Plaintiff, City of Norman, Oklahoma (the "City"), Defendant Hallbrooke Development Group One, L.L.C. ("Property Owner"), and together submit the following:

1. The City filed a Petition for Condemnation in the above-referenced case on March 9, 2021, seeking to acquire a permanent right-of-way easement and temporary driveway easement (the "Property") from the Property Owner for the street improvement project described in Plaintiff's Petition. Also named as Defendants were the Jim Reynolds, Cleveland County Treasurer and the Board

of County Commissioners for Cleveland County (collectively the "County Defendants").

2. County Defendants filed an Answer and Disclaimer on April 19, 2021.
3. Property Owner, through legal counsel, filed an Entry of Appearance and Reservation on March 31, 2021.
4. Plaintiff provided a Notice to all Defendants regarding a hearing to appoint commissioners to be held on April 26, 2021.
5. The Parties submitted an agreed Order Appointing Commissioners to the Court, which order was approved by the Court and filed May 5, 2021.
6. The Report of Commissioners was filed on July 22, 2021. The Commissioners determined the just compensation owed to the Defendants to be a total of $131,300.00. The court's record notes all Defendants' receipt of a copy of the Report of Commissioners.
7. The City deposited the $131,300.00 award with the Cleveland County District Court as required by 66 O.S. §53(C) on August 3, 2021.
8. On September 16, 2021, Property Owner filed a demand for jury trial on the issue of just compensation.
9. On November 12, 2021, the City filed the July 22 Report of Commissioners with the Cleveland County Clerk at Book 6341 Page 1301-1303, vesting title to the Property in the City according to the terms of the Petition.
10. The parties are currently set for an April 1, 2024 Status Conference, and have engaged in voluntary settlement discussions as trial approaches. An amicable agreement for full disposition of the issues in this case, including just

compensation and conveyance of the Property to the City, has been reached and the parties hereby seek this disposition of the matter in this Court, and according to the terms of this Agreed Journal Entry, in order to effectively implement the parties' agreed settlement.

11. The parties have agreed to a total amount of just compensation of Sixteen Dollars and Twelve Cents ($18.61) per square foot for Property acquired. The parties have agreed that half of the square footage of the Property shall be acquired by the City at a price of Sixteen Dollars and Twelve Cents ($18.61) per square foot, and the other half shall be conveyed to the City pursuant to the Property owner's donation, for a total compensation amount of $271,568.29. These conveyances shall be accomplished in form according to those conveyance instruments agreed to in the parties' settlement.
12. The City's previous deposit of $131,300.00 with the Cleveland County District Court on August 3, 2021, which was disbursed to Property Owner on February 13, 2023, shall be retained by Property Owner and shall be applied against this just compensation amount, leaving a remaining judgment balance of $140,268.29.
13. Further, according to 66 Okla. Stat. § 55(D), the final amount of just compensation exceeds the July 22 Commissioners' Award by more than ten percent (10%), and the parties have agreed to an attorney-fee and cost award in a total amount of $54,651.55.
14. Upon entry of judgment, the City shall accomplish the following filings and/or conveyances of record in order to give full effect to the parties' agreement:

a. The City shall file the attached Release of Report of Commissioners in the land records for Cleveland County, State of Oklahoma, with this final filed Journal Entry attached as its "Exhibit B." Upon filing, this Release shall, in force and effect, release and re-convey to Property Owner any title interested obtained by the City to the Property by its November 12, 2021 filing of record.

b. Immediately following the filing of the Release, and according to the parties' agreement, the City shall file of record those conveyances accomplishing the City's acquisition of the permanent right-of-way sought in this action, in the manner agreed to by the parties. Further, the City's interest in the temporary driveway easement sought in this action shall immediately vest according to the parties' agreed conveyance of the same.

Based upon the above and foregoing, this Court finds and ORDERS and ENTERS JUDGEMENT as follows:

1. That just compensation in this case is hereby set for the total amount of $271,568.29, an attorney-fee and costs of award is hereby set for a total amount of $54,651.55, and that amounts previously deposited and disbursed shall be credited, leaving a final judgment amount of **$194,919.84** in favor of Property Owner;
2. That the Release of Commissioners' Report and subsequent conveyances of the permanent right-of-way and temporary driveway easement sought by the City shall be accomplished, and have the legal force and effect, as set forth herein;

3. That this Agreed Journal Entry of Judgment fully and finally resolves all matters and issues that were or could have been brought by any and all parties to this action, but does not apply to claims not alleged in this lawsuit which have not yet accrued or may accrue, occur, or arise in the future, as per the parties' further agreements.

This Journal Entry of Judgment has been reviewed and approved by the parties hereto.

SIGNED AND ENTERED this _____ day of _____ 2024.

_____
Honorable Jeff Virgin
JUDGE of the DISTRICT COURT

APPROVED:

_____
Elisabeth E. Muckala, OBA #21306
Assistant City Attorney
Post Office Box 370
Norman, Oklahoma 73070
(405) 217-7700 (office)
beth.muckala@normanok.gov
Attorneys for Plaintiff

_____
Sean Paul Rieger, OBA #18817
Daniel L. Sadler, OBA #31211
Keith Barrett, OBA #30011
Rieger Law Group, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245
(405) 310-5274 (office)
dsadler@riegerlawgroup.com
Attorneys for Defendant Hallbrooke

EXHIBIT D

Parcel No: 28.0-B
Project No: 26918(05)

GRANT OF PERMANENT EASEMENT
City of Norman

Know all men by these presents:

That **Hallbrooke Development Group One, L.L.C.**, 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 permanent public right-of-way 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 28.0-B

Said tract containing 14,546 sq ft or 0.3339 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 right-of-way and utility.

PUBLIC RIGHT-OF-WAY AND UTILITIES

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

Signed and delivered this _____ day of _____, 20___.

Hallbrooke Development Group One, L.L.C.:

_____

Russell Leon "Trey" Bates, Managing Member

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 _____ day of _____, 20___, personally appeared Russell Trey Bates, to me known to be the identical person(s) and Managing Member of Hallbrooke Development Group One, L.L.C., 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: _____ Notary Public: _____

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:

Legal Description
Hallbrooke Donate Right-of-Way
Part of Parcel 28.0
State Job Piece No. 26918(04)
February 22, 2024 (Revised March 12, 2024)

A strip, piece or parcel of land lying in the Southwest Quarter of Section 35, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

BEGINNING at the point where the East right-of-way line of 36th Avenue N.W. intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet North 89°40'28" East and 33.00 feet North 00°35'01" West of the Southwest Corner of said Southwest Quarter;

THENCE North 00°35'01" West, along said East right-of-way, line a distance of 503.67 feet;

THENCE North 89°24'59" East a distance of 17.00 feet;

THENCE South 02°52'27" East a distance of 250.21 feet;

THENCE South 00°35'01" East, parallel with said right-of-way, line a distance of 180.00 feet;

THENCE South 45°35'55" East a distance of 45.16 feet;

THENCE South 72°18'01" West a distance of 140.65 feet to the POINT OF BEGINNING.

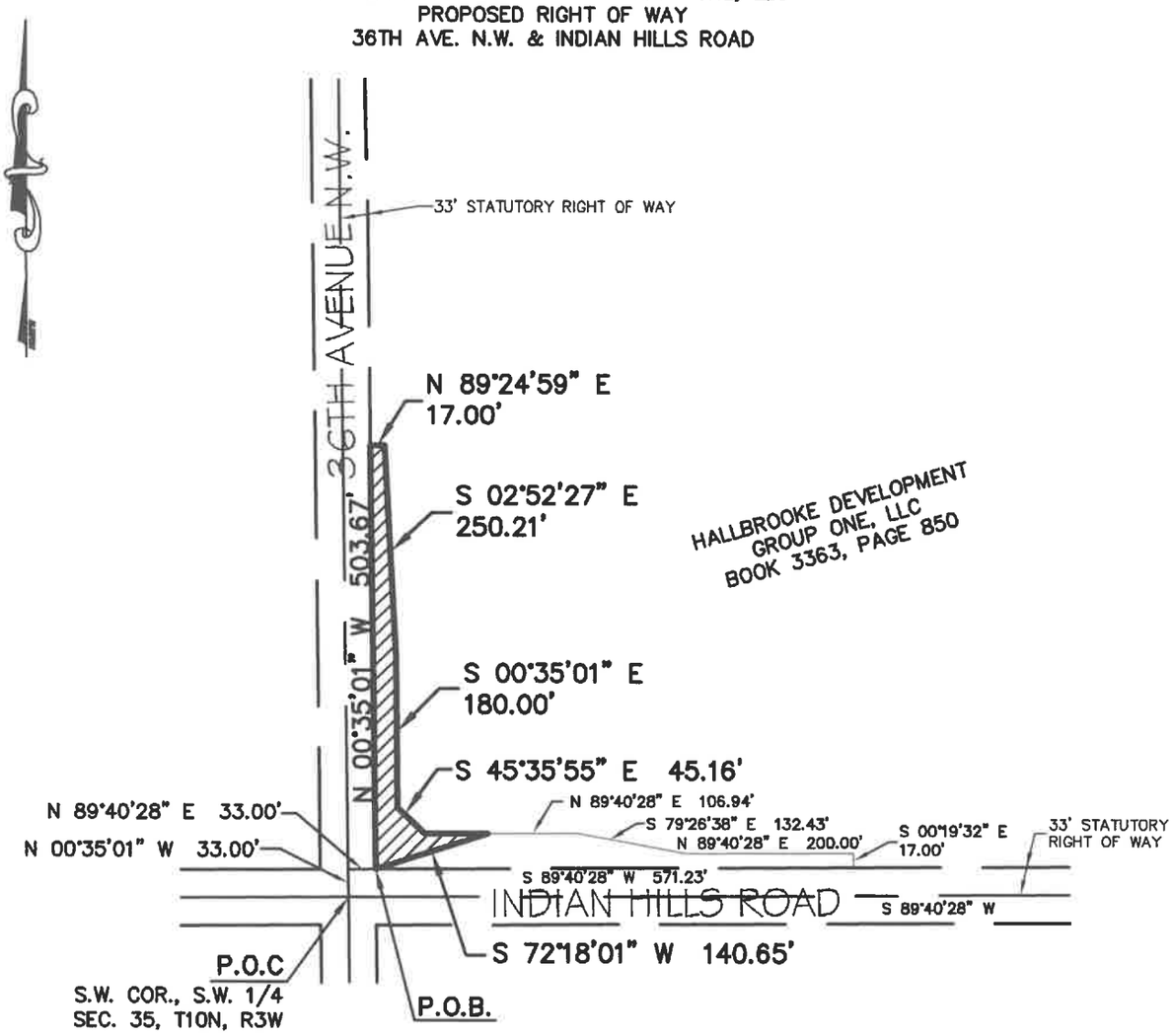
Said tract of land contains an area of 14,546 square feet or 0.3339 acres, more or less.

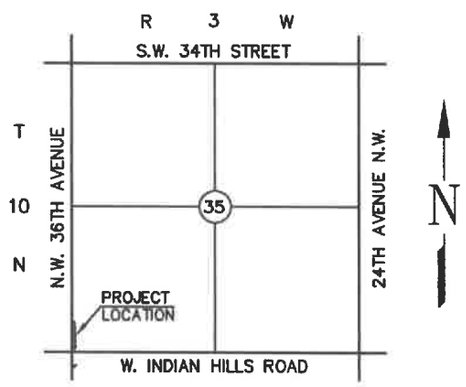
The bearing of South 89°40'28" West as shown on the South line of the Southwest Quarter of Section 35 was used as the basis of bearing for this survey.

Prepared by:
Mark Deal & Associates, P.C.
Shaun Christopher Axton, PLS 1494

EXHIBIT "A" (DONATE RIGHT OF WAY)

PART OF PARCEL 28.0
STATE JOB PIECE NO. 26918(04)
HALLBROOKE DEVELOPMENT GROUP ONE, LLC
PROPOSED RIGHT OF WAY
36TH AVE. N.W. & INDIAN HILLS ROAD





LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE

0 100 200

(IN FEET)
1 inch = 200 ft.

Mark Deal & Associates, P.C.
P.O. Box 6578
Norman, OK 73070
405-681-3325 voice & fax
shaun @pls.net
Certificate of Authorization No. 3045
Expires June 30, 2025

Mark Deal and Associates
PROFESSIONAL CORPORATION

EXHIBIT E

RELEASE OF REPORT OF COMMISSIONERS
(RELEASE OF EASEMENTS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by its November 12, 2021 filing of the Report of Commissioners from that certain litigation styled as *City of Norman v. Hallbrooke Development Group One, L.L.C.*, Case No. CJ-2021-228, in the District Court for Cleveland County, State of Oklahoma ("Litigation"), the City of Norman, Oklahoma, a Municipal Corporation, received easement interests as set forth therein, under, through and across the lands described therein, which filing is attached hereto as "**Exhibit A**."

Said premises involved are situated in the City of Norman, Cleveland County, Oklahoma.

WHEREAS, the City of Norman desires to release and relinquish said easement interests in their entirety, according to the Court's Agreed Journal Entry of Judgment in the Litigation, which is attached hereto as "**Exhibit B**" in order that the property be conveyed by further instruments, filed separately of record, according to the further agreement of the parties.

NOW THEREFORE, according to these terms the City of Norman does hereby quitclaim, release, remise, relinquish and surrender to the record owners thereof, any right, title, or interest in and to the above-described property taken under the attached Exhibit A.

IN WITNESS, WHEREOF, the CITY OF NORMAN has executed this instrument this _____ day of _____, 2024.

CITY OF NORMAN, OKLAHOMA

_____
Larry Heikkila, Mayor

ATTEST: _____
Brenda Hall, City Clerk

On this _____ day of _____, 2024, before me personally appeared **Larry Heikkila, Mayor of the City of Norman, Oklahoma**, to me to be known to be the identical person 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

My Commission Expires:

_____

1050003295

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

Doc # R2021-48335 BT: RB B: 6341 P: 1301 ROC
11/12/2021 11:29:02 AM Pages: 3
Cleveland County Clerk, OK - Tammy Bellinson
Fee: $ 22.00

CITY OF NORMAN, OKLAHOMA,
A Municipal Corporation,

Plaintiff,

vs.

HALLBROOKE DEVELOPMENT GROUP ONE, LLC, an Oklahoma Limited Liability Company; JIM REYNOLDS, in his Capacity as Cleveland County Treasurer; and the BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY,

Defendants.

Case No.: CJ-2021-228 (W)

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED
JUL 22 2021
In the office of the
Court Clerk MARILYN WILLIAMS

REPORT OF COMMISSIONERS

COMES NOW the undersigned Commissioners appointed by the Judge of this Court to inspect the property described in Exhibit "A" and to determine the amount of just compensation due the Defendants by reason of the taking of the property. Said taking is in fee simple, unless specified otherwise in Exhibit "A" in which case the quality of title or interest to be acquired shall be as stated in such exhibits including airspace but excluding mineral interests and including the right to use and remove any and all roadbuilding materials. The appropriation is for public purposes by the City of Norman, Oklahoma. We, the undersigned, respectfully submit the following Report, to-wit:

The undersigned Commissioners were and are disinterested freeholders of Cleveland County, Oklahoma. We are not interested in any like question. On the _____ day of _____, 2021, we took the Oath prescribed by law, and proceeded to inspect the property described in Exhibit "A" and Exhibit "B".

DRAFT

EXHIBIT tabbies A Item 22.

CJ-2021-228
Report of Commissioners

We further report that we have considered and determined the just compensation to which the Defendants are entitled by reason of the taking of the property by the Plaintiff. We have considered the value of the property or rights or interest therein taken excluding any mineral interest other than as is set forth in the exhibits. We do hereby assess the just compensation due said Defendants by reason of the taking of the property and in accordance with the Instructions to Commissioners, we find:

ESTIMATE OF JUST COMPENSATION $131,300

IN WITNESS WHEREOF, we have hereunto set our hands on this 22 day of July, 2021.

COMMISSIONERS:

David Barger

James Hoyt

Jerry Bethea

Unofficial

Exhibit A

Parcel 28.0 - PERMANENT EASEMENT

A strip, piece or parcel of land lying in the SW¼ of Section 35, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the East right-of-way line of 36th Avenue NW intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet N 89°40'28" E and 33.00 feet N 00°35'01" W of the SW Corner of said SW¼, thence N 00°36'15" W along said East right-of-way line a distance of 503.67 feet, thence N 89°24'59" E a distance of 17.00 feet, thence S 02°52'27" E a distance of 250.21 feet, thence S 00°35'01" E parallel with said right-of-way line a distance of 180.00 feet, thence S 45°35'55" E a distance of 45.16 feet, thence N 89°40'28" E parallel with North right-of-way line Indian Hills Road a distance of 182.43 feet, thence S 79°26'38" E a distance of 132.43 feet, thence N 89°40'28" E parallel with said right-of-way line a distance of 200.00 feet, thence S 00°19'32" E a distance of 17.00 to a point on said right-of-way line, thence S 89°40'28" W along said right-of-way line a distance of 571.23 feet to point of beginning.

Containing 0.67 acres, more or less of new right-of-way.

I HEREBY CERTIFY, THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE INSTRUMENT HEREWITH SET OUT AS IT APPEARS ON RECORD IN THE COUNTY CLERK'S OFFICE OF CLEVELAND COUNTY, OKLAHOMA. WITNESS MY HAND AND SEAL OF SAID OFFICE THIS 12 DAY OF NOV 2021
MARILYN WILLIAMS, COUNTY CLERK
BY _____ DEPUTY
CLEVELAND COUNTY, OKLAHOMA

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

CITY OF NORMAN, OKLAHOMA, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	**Case No.: CJ-2021-228**
	)	**The Honorable Judge Virgin**
HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., an Oklahoma Limited Liability Company;	)	
JIM REYNOLDS, in his Capacity As Cleveland County Treasurer; and the	)	
BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY,	)	
Defendants.	)	

AGREED JOURNAL ENTRY OF JUDGMENT

COMES NOW, the Plaintiff, City of Norman, Oklahoma (the "City"), Defendant Hallbrooke Development Group One, L.L.C. ("Property Owner"), and together submit the following:

1. The City filed a Petition for Condemnation in the above-referenced case on March 9, 2021, seeking to acquire a permanent right-of-way easement and temporary driveway easement (the "Property") from the Property Owner for the street improvement project described in Plaintiff's Petition. Also named as Defendants were the Jim Reynolds, Cleveland County Treasurer and the Board of County Commissioners for Cleveland County (collectively the "County Defendants").
2. County Defendants filed an Answer and Disclaimer on April 19, 2021.
3. Property Owner, through legal counsel, filed an Entry of Appearance and Reservation on March 31, 2021.
4. Plaintiff provided a Notice to all Defendants regarding a hearing to appoint commissioners to be held on April 26, 2021.
5. The Parties submitted an agreed Order Appointing Commissioners to the Court, which order was approved by the Court and filed May 5, 2021.

EXHIBIT B
tabbies
Item 22.

6. The Report of Commissioners was filed on July 22, 2021. The Commissioners determined the just compensation owed to the Defendants to be a total of $131,300.00. The court's record notes all Defendants' receipt of a copy of the Report of Commissioners.
7. The City deposited the $131,300.00 award with the Cleveland County District Court as required by 66 O.S. §53(C) on August 3, 2021.
8. On September 16, 2021, Property Owner filed a demand for jury trial on the issue of just compensation.
9. On November 12, 2021, the City filed the July 22 Report of Commissioners with the Cleveland County Clerk at Book 6341 Page 1301-1303, vesting title to the Property in the City according to the terms of the Petition.
10. The parties are currently set for an April 1, 2024 Status Conference, and have engaged in voluntary settlement discussions as trial approaches. An amicable agreement for full disposition of the issues in this case, including just compensation and conveyance of the Property to the City, has been reached and the parties hereby seek this disposition of the matter in this Court, and according to the terms of this Agreed Journal Entry, in order to effectively implement the parties' agreed settlement.
11. The parties have agreed to a total amount of just compensation of Sixteen Dollars and Twelve Cents ($18.61) per square foot for Property acquired. The parties have agreed that half of the square footage of the Property shall be acquired by the City at a price of Sixteen Dollars and Twelve Cents ($18.61) per square foot, and the other half shall be conveyed to the City pursuant to the Property owner's donation, for a total compensation amount of $271,568.29. These conveyances shall be accomplished in form according to those conveyance instruments agreed to in the parties' settlement.
12. The City's previous deposit of $131,300.00 with the Cleveland County District Court on August 3, 2021, which was disbursed to Property Owner on February 13, 2023, shall be retained by Property Owner and shall be applied against this just compensation amount, leaving a remaining judgment balance of $140,268.29.

13. Further, according to 66 Okla. Stat. § 55(D), the final amount of just compensation exceeds the July 22 Commissioners' Award by more than ten percent (10%), and the parties have agreed to an attorney-fee and cost award in a total amount of $54,651.55.

14. Upon entry of judgment, the City shall accomplish the following filings and/or conveyances of record in order to give full effect to the parties' agreement:

    a. The City shall file the attached Release of Report of Commissioners in the land records for Cleveland County, State of Oklahoma, with this final filed Journal Entry attached as its "Exhibit B." Upon filing, this Release shall, in force and effect, release and re-convey to Property Owner any title interested obtained by the City to the Property by its November 12, 2021 filing of record.

    b. Immediately following the filing of the Release, and according to the parties' agreement, the City shall file of record those conveyances accomplishing the City's acquisition of the permanent right-of-way sought in this action, in the manner agreed to by the parties. Further, the City's interest in the temporary driveway easement sought in this action shall immediately vest according to the parties' agreed conveyance of the same.

Based upon the above and foregoing, this Court finds and ORDERS and ENTERS JUDGEMENT as follows:

1. That just compensation in this case is hereby set for the total amount of $271,568.29, an attorney-fee and costs of award is hereby set for a total amount of $54,651.55, and that amounts previously deposited and disbursed shall be credited, leaving a final judgment amount of **$194,919.84** in favor of Property Owner;
2. That the Release of Commissioners' Report and subsequent conveyances of the permanent right-of-way and temporary driveway easement sought by the City shall be accomplished, and have the legal force and effect, as set forth herein;
3. That this Agreed Journal Entry of Judgment fully and finally resolves all matters and issues that were or could have been brought by any and all parties to this action, but

does not apply to claims not alleged in this lawsuit which have not yet accrued or may accrue, occur, or arise in the future, as per the parties' further agreements.

This Journal Entry of Judgment has been reviewed and approved by the parties hereto.

SIGNED AND ENTERED this _____ day of _____ 2024.

_____
Honorable Jeff Virgin
JUDGE of the DISTRICT COURT

APPROVED:

_____
Elisabeth E. Muckala, OBA #21306
Assistant City Attorney
Post Office Box 370
Norman, Oklahoma 73070
(405) 217-7700 (office)
beth.muckala@normanok.gov
Attorneys for Plaintiff

_____
Sean Paul Rieger, OBA #18817
Daniel L. Sadler, OBA #31211
Keith Barrett, OBA #30011
Rieger Law Group, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245
(405) 310-5274 (office)
dsadler@riegerlawgroup.com
Attorneys for Defendant Hallbrooke

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-167 AND CONVEYANCES E-2324-139, E-2324-140, E-2324-141 AND E-2324-142: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. UPLANDS DEVELOPMENT CO., L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-227, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $199,771.31 IN FAVOR OF DEFENDANT UPLANDS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Scott Sturtz, Interim Director

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-167 AND CONVEYANCES E-2324-139, E-2324-140, E-2324-141 AND E-2324-142: AN ACQUISITION AND SETTLEMENT AGREEMENT, AND RELATED EASEMENT CONVEYANCES AND RELEASE, RESOLVING CITY OF NORMAN V. UPLANDS DEVELOPMENT CO., L.L.C., CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-227, AND ALLOWING ENTRY OF JUDGMENT IN THE TOTAL AMOUNT OF $199,771.31 IN FAVOR OF DEFENDANT UPLANDS.

BACKGROUND:

This case was filed by the City of Norman against Uplands Development Co., L.L.C. on March 9, 2021 as an eminent domain action after attempts to amicably purchase easements necessary to the 36th Ave. Bond Project, Phase II, failed. On July 22, 2021, the Commissioners awarded Uplands $185,000 in just compensation and those funds were previously delivered to the Court in accordance with state law in order to allow the Project to proceed. The City deposited these funds with the Court Clerk and proceeded with its project. The funds were later disbursed to Uplands.

Uplands, through legal counsel, filed a demand for jury trial protesting the award amount, which dispute survives the disbursement of funds as a matter of law. Following much discovery and case preparation, including expert preparation, the parties participated in court-ordered mediation. Through mediation, the parties found common ground for a creative resolution of the disputes over value involved in this case. Based on a mediator's proposal resulting from this mediation, the parties continued their Status Conference until April 1, 2024 in order to allow the parties time to pursue and finalize an amicable resolution of the claims in this case.

DISCUSSION:

As set forth in the mediator's proposal, Uplands is willing to resolve this case for just compensation based upon a value of $16.12 per square foot. Based on this amount, Uplands will be compensated for exactly one-half of the acquired total square footage (totaling 20,473.2 SF), for a total amount of just compensation of $330,027.98. The remaining one-half of the acquired property will be voluntarily donated by Uplands, as set forth in the Agreement. After

deducting the amount paid into court, the amount of just compensation remaining due is $145,027.98. Additionally, due to the amount of the Commissioner's Award, the City is ultimately responsible for fees and costs in the total amount of $54,743.33, which amounts are also included in this settlement, for a total settlement amount of $199,771.31.

This agreement provides further terms regarding the City's treatment of the acquired property for the purposes of recoupment, as well as a method for conveyance of the particular easements acquired and the release to be filed of the July 2021 Commissioners' Report. Because of the filings needed to accomplish this settlement, the agreement shall proceed for approvals through the filed court case. Once this Agreement, with all referenced attachments, are approved by the parties, the Agreed Journal Entry attached as Exhibit C to the Agreement will be presented to the Court for approval. Upon approval, the Easements and exhibits attached as Exhibits B, D and E to the Agreement, as well as the Release attached as Exhibit F, shall be filed of record with the Cleveland County Clerk's Office, in order to effectuate final conveyance of the acquired property. Thus, these two permanent easements, one temporary driveway easement and the release are presented to the City Council for acceptance along with the Agreement, with approval conditioned upon the Court's approval of the Parties' Agreed Journal Entry of Judgement.

Upon approval of the Agreed Journal Entry of Judgment by the Court, the total settlement amount of $199,771.31 is planned to be reduced to a judgement in favor of Uplands.

RECOMMENDATION:

City Staff has evaluated the proposed settlement and believes it is a good and creative resolution of the parties' dispute in light of the case status and situation, and that approval is in the best interests of the City. It is recommended that Contract K-2324-167 in the amount of $199,771.31 be approved and that Easements E-2324-139, E-2324-140, E-2324-141, and the Release, E-2324-142, be approved conditioned upon the Court's approval of the Parties' Agreed Journal Entry of Judgment.

City Staff further recommends that this office be directed to reduce the settlement amount to judgment in accordance with 51 O.S. § 159 and 62 O.S. § 362. The settlement amount will then be placed on the property tax rolls for collection over the next three years. Under this process, one-third of the judgment amount plus interest at the statutory rate on the unpaid balance is collected through property tax roll assessments over that time period. The statutorily allowed procedure for payment of judgment against a municipality will minimize the impact of the settlement on City funds.

AGREEMENT REGARDING RIGHT-OF-WAY ACQUISITION AND SETTLEMENT OF CIVIL LITIGATION

THIS AGREEMENT is made and entered into this _____ day of March, 2024, by and between the City of Norman, a municipal corporation (hereinafter "**City**"), and The Uplands Development Co., L.L.C., a limited liability company (hereinafter "**Owner**") with reference to the following:

WHEREAS, the City is pursuing its construction of a project known as the 36th Avenue NW Bond Project ("**Project**"), which was approved as a bond project by Norman voters in August of 2012; and

WHEREAS, in connection with the Project, it is necessary for the City to acquire certain property owned by Owner, which property is described in the attached **Exhibit A** to this Agreement; and

WHEREAS, the parties to this Agreement were unable to reach an agreement for the City's purchase of the Property and the City filed an eminent domain litigation in the District Court for Cleveland County on March 9, 2021, which case is styled as follows: *City of Norman v. The Uplands Development Co., L.L.C.* et al., Case No. CJ-2021-227 ("**Litigation**"); and

WHEREAS, the Litigation produced a July 22 Commissioners' Report of just compensation ("**Report**") that was filed in the land records for Cleveland County, State of Oklahoma, while the City proceeded in its preparations for the Project; and

WHEREAS, the Owner sought a jury trial on the issues of damages and the parties voluntarily participated in mediation, which has resulted in this Agreement to fully and finally resolve all claims between the Parties regarding the City's acquisition of the Property for the Project; and

WHEREAS, this Agreement sets forth the terms for the City's acquisition of, and provision of consideration for, this acquisition of property, as well as the terms of Owner's conveyance of the property, and all other alleged damages or claims related thereto; and

WHEREAS, the parties acknowledge that the matter of liability on all claims is a subject of dispute, and both enter into this Agreement as a means of potential resolution while reserving each party's respective disputes.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

1. **Final Acquisition of the Property.** Owner has agreed to donate 50% of the Property to the City.[1] The parties have reached an agreed price per square foot for the City's paid acquisition of the remaining 50% of the Property. In order to facilitate the donation and acquisition as agreed, the following has and must further occur, as outlined:

    a. **Survey of Property by Owner.** Owner has had performed a survey of the Property that has resulted in the legally sufficient identification of two separate portions of the Property, each comprising 50% of the total area demonstrated in **Exhibit A**; and

    b. **Easement for Acquired Property.** For the 50% portion that will be acquired by the City at the agreed consideration set forth herein ("**Acquired Property**"), Owner has executed the Easement and exhibit(s) attached collectively hereto as **Exhibit B**. Owner's conveyance of this easement is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this easement as a companion item, with acceptance and filing thereof conditioned upon the Court's approval of the parties' jointly-submitted Agreed Journal Entry which will finalize the disposition of the Property and the parties' claims in the Lawsuit ("**Final JE**"), which is attached hereto in substantially final form as **Exhibit C**; and

    c. **Easement for Donated Property.** For the 50% portion that will be donated by the Owner ("**Donated Property**"), Owner has executed the Easement and exhibit(s) attached collectively hereto as **Exhibit D**. Owner's conveyance of this easement is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this easement as a companion item, with acceptance and filing thereof conditioned upon the Court's approval of the parties' Final JE; and

    d. **Temporary Driveway Easement.** Owner has executed the Temporary Driveway Easement and exhibit(s) attached collectively hereto as **Exhibit E**. Owner's conveyance of this easement is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this easement as a companion item, with acceptance thereof conditioned upon the Court's approval of the parties' Final JE; and

    e. **Release of Report.** Upon the Court's approval of the parties Final JE, and prior to filing the easements for the Acquired Property and Donated Property, attached hereto as Exhibits B and D, the City shall file a Release of Report of Commissioners, attached hereto in substantially final form as **Exhibit F** ("**Release**"). Approval of this Agreement shall constitute the City's approval and

[1] Any discrepancy resulting in less than a precise 50/50 split of the Property being purchased versus donated does not alter the amounts and values otherwise agreed to within this document.

direction to file the Release of record, expressly conditioned upon the Court's prior approval of the parties' Final JE.

2. **Consideration for Acquired Property.** The City shall, upon approval of this Agreement, acceptance and approval of the Easements attached as Exhibits B and D and/or any other companion items, and approval of the Final JE by the Court, deliver the following consideration to Owner as further set forth:

    a. **Monetary Consideration.** In the context of this compromise settlement, the City hereby agrees to pay Sixteen Dollars and Twelve Cents ($16.12) per square foot for the "value of the property taken," and no portion of this payment is attributable to damage or "injury to any part of the property not taken." *See* Okla. Const. Art. 2 § 24 (*see also*, "in condemnation proceedings, the sole issue is fair market value of the property taken and damage to the remainder of the property, if any." *State* ex rel. *Dept. of Transp. v. Lamar Advert. Of Okla., Inc.*, 2014 OK 47). The City further acknowledges that, in the context of this compromise settlement, the Owner is also making a property donation of the Donated Property. Accordingly, City shall agree to entry of final judgment in the Litigation in Owner's favor in the amount of **ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-ONE AND 31/100 DOLLARS ($199,771.31)**. Of this Amount, ONE HUNDRED FORTY-FIVE THOUSAND TWENTY-SEVEN AND 98/100 DOLLARS ($145,027.98) is attributable to acquisition costs after deducting the $185,000.00 Commissioners' Award previously paid into Court and disbursed to the Owner. The remaining FIFTY-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE AND 33/100 DOLLARS ($54,743.33) is attributable to Owners' claim for costs and attorney fees relating to the Litigation. No separate monetary compensation is attributable to the Temporary Driveway Easement attached as Exhibit E, and Owner acknowledges the receipt of other good and valuable consideration for the same; and

    b. **Other Consideration.** Additionally, the City agrees that it will seek no recoupment based on the Donated Property, or of the total consideration paid for the Acquired Property, which is THREE HUNDRED THIRTY THOUSAND TWENTY-SEVEN AND 98/100 DOLLARS ($330,027.98), in the event of a purchase/taking of the subject properties from the City by any third party. The City further agrees that $330,027.98 is its total acquisition costs for the Property in the event City seeks recoupment in the future, and that the City will not claim, nor attribute, any recoupment costs to the City's acquisition of the Donated Property now or in the future.

3. **Covenant by Owner.** Owner hereby represents, promises, and covenants that it is vested with the entirety of the legal ownership interest in the Property, subject to encumbrances or reservations of record and zoning requirements, and is legally capable of carrying out the obligations of, and has a legal right to the benefits flowing from, the terms of this Agreement.

4. **Release by Owner.** In further exchange for the Consideration by the City as set forth herein, and with the exception of any action to enforce the terms of this Agreement, Owner hereby agrees to fully and finally release City from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement. Provided that it is understood and agreed that this release does not include any damages to the Acquired Property, Donated Property, or Owner which have not yet accrued and may accrue, occur or arise as a result of the actions or inactions of or on behalf of the City on or about the Acquired Property or Donated Property.

5. **Release by City.** In further exchange for the Consideration by the Owner as set forth herein, and with the exception of any action to enforce the terms of this Agreement, City hereby agrees to fully and finally release Owner from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement, provided that it is understood and agreed that this release does not include any damages or claims which have not yet accrued and may accrue, occur or arise as a result of actions or inactions of or on behalf of Owner on or about the Acquired Property or Donated Property.

6. **Recoupment Acknowledgement**. The parties agree that any recoupment issue as to the Acquired Property, except as agreed herein, shall be reserved for further consideration or dispute should the Acquired Party become subject to recoupment by the City.

7. **Further Actions.** The parties agree to prepare, execute and deliver all documents, including unknown documents, as reasonably needed, and to perform all such further actions, as may be reasonably necessary, to effectuate the provisions of this Agreement and to complete the transaction contemplated herein and provided hereby.

8. **Advice of Counsel.** The parties represent that they have or could have been fully advised by independent legal counsel with respect to the legal effect of the terms of this Agreement and hereby execute the same with full legal knowledge of the terms, conditions, and covenants herein.

9. **Capacity for Agreement.** The parties hereby covenant and represent that its signatory party(ies) are vested with the authority to legally bind each party to the terms of this Agreement.

10. **Entire Agreement.** This document represents the entire agreement between the parties with respect to the matters addressed herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are now merged herein. Except as may otherwise be provided herein, the terms of this Agreement are independent and severable. In the event any term or provision is determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall continue to be of full force and binding effect. This Agreement shall not be amended expect through a written instrument signed by the parties.

11. **Assignability.** This agreement shall not be assigned, except by written agreement of the other party.

12. **Attorney Fees and Costs.** Except as specifically stated in Paragraph 2(a) of this Agreement, each party agrees that it is otherwise responsible for its own attorney fees and costs relating in any way to the Property, the Project, the easements described herein, and this Agreement. In any action filed to enforce the terms of this Agreement, the prevailing party shall be entitled to recovery of all attorneys' fees, costs, and expenses incurred in such action.

13. **Survival of Terms.** The terms and conditions of this Agreement will survive the execution and delivery of the conveyances or other rights and interests created by this Agreement.

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for the purposes of this Agreement.

THIS AGREEMENT is effective the date and time first above written.

CITY OF NORMAN, OKLAHOMA,
A municipal corporation

_____
Mayor Larry Heikkila

ATTEST:

_____
City Clerk

APPROVED as to form and legality this _____ day of _____, 2024.

_____
Office of the City Attorney

THE UPLANDS DEVELOPMENT CO., L.L.C.

By:_____
Russell Leon "Trey" Bates,
Managing Member

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said **Russell Leon "Trey" Bates** of **The Uplands Development Co., L.L.C.**, its **Managing Member**, to me known to be the identical person(s) who executed the foregoing **Agreement Regarding Right-of-Way Acquisition and Settlement of Litigation** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public: _____

EXHIBIT A

Exhibit A

Parcel 27.0 - PERMANENT EASEMENT

A strip, piece or parcel of land lying in the SE¼ of Section 34, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the West right-of-way line of 36th Avenue NW intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet N 00°35'01" W of and 33.00 feet S 89°36'51" W of the SE Corner of said SE¼, thence S 89°36'51" W along said North right-of-way line a distance of 662.80 feet, thence N 00°23'09" W a distance of 17.00 feet, thence N 89°36'51" E parallel with said right-of-way line a distance of 231.40 feet, thence N 85°29'14" E a distance of 138.96 feet, thence N 89°36'51" E parallel with said right-of-way line a distance of 224.56 feet; thence N 44°24'05" E a distance of 36.99 feet, thence N 00°35'01" W parallel with said West right-of-way line a distance of 200.00 feet, thence N 05°07'37" E a distance of 251.25 feet, thence N 00°35'01" W parallel with said right-of-way line a distance of 520.54 feet, thence N 89°45'44" E a distance of 17.00 feet to a point on said West right-of-way line, thence S 00°35'01" E along said right-of-way line a distance of 1023.84 feet to point of beginning.

Containing 0.94 acres, more or less of new right-of-way.

EXHIBIT B

Parcel No: 27.0-A
Project No: 26918(05)

GRANT OF PERMANENT EASEMENT
City of Norman

Know all men by these presents:

That **The Uplands Development Co, L.L.C.**, 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 permanent public right-of-way 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 27.0-A

Said tract containing 20,479 sq ft or 0.4701 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 right-of-way and utility.

PUBLIC RIGHT-OF-WAY AND UTILITIES

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

Signed and delivered this _____ day of _____, 20___.

The Uplands Development Co, L.L.C.:

_____

Russell Leon "Trey" Bates, Managing Member

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 _____ day of _____, 20___, personally appeared Russell Trey Bates, to me known to be the identical person(s) and Managing Member of The Uplands Development Co., L.L.C. 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: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20___.

_____
City Attorney's Office

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20___.

_____
Mayor

ATTEST:

_____
City Clerk
SEAL:

Legal Description
The Uplands Sell Right-of-Way
Part of Parcel 27.0
State Job Piece No. 26918(04)
February 22, 2024 (Revised March 12, 2024)

A strip, piece or parcel of land lying in the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

BEGINNING at the point where the West right-of-way line of 36th Avenue N.W. intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet North 00°35'01" West of and 33.00 feet South 89°36'51" West of the Southeast Corner of said Southeast Quarter;

THENCE South 89°36'51" West, along said North right-of-way line, a distance of 662.80 feet;

THENCE North 00°23'09" West a distance of 17.00 feet;

THENCE North 89º36'51" East, parallel with said right-of-way line, a distance of 231.40 feet;

THENCE North 85°29'14" East a distance of 138.96 feet;

THENCE North 89°36'51" East, parallel with said right-of-way line, a distance of 224.56 feet;

THENCE North 44°24'05" East a distance of 36.99 feet;

THENCE North 00°35'01" West, parallel with said West right-of-way line, a distance of 200.00 feet;

THENCE North 05°07'37" East a distance of 31.77 feet;

THENCE South 08°20'37" East a distance of 287.65 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 20,479 square feet or 0.4701 acres, more or less.

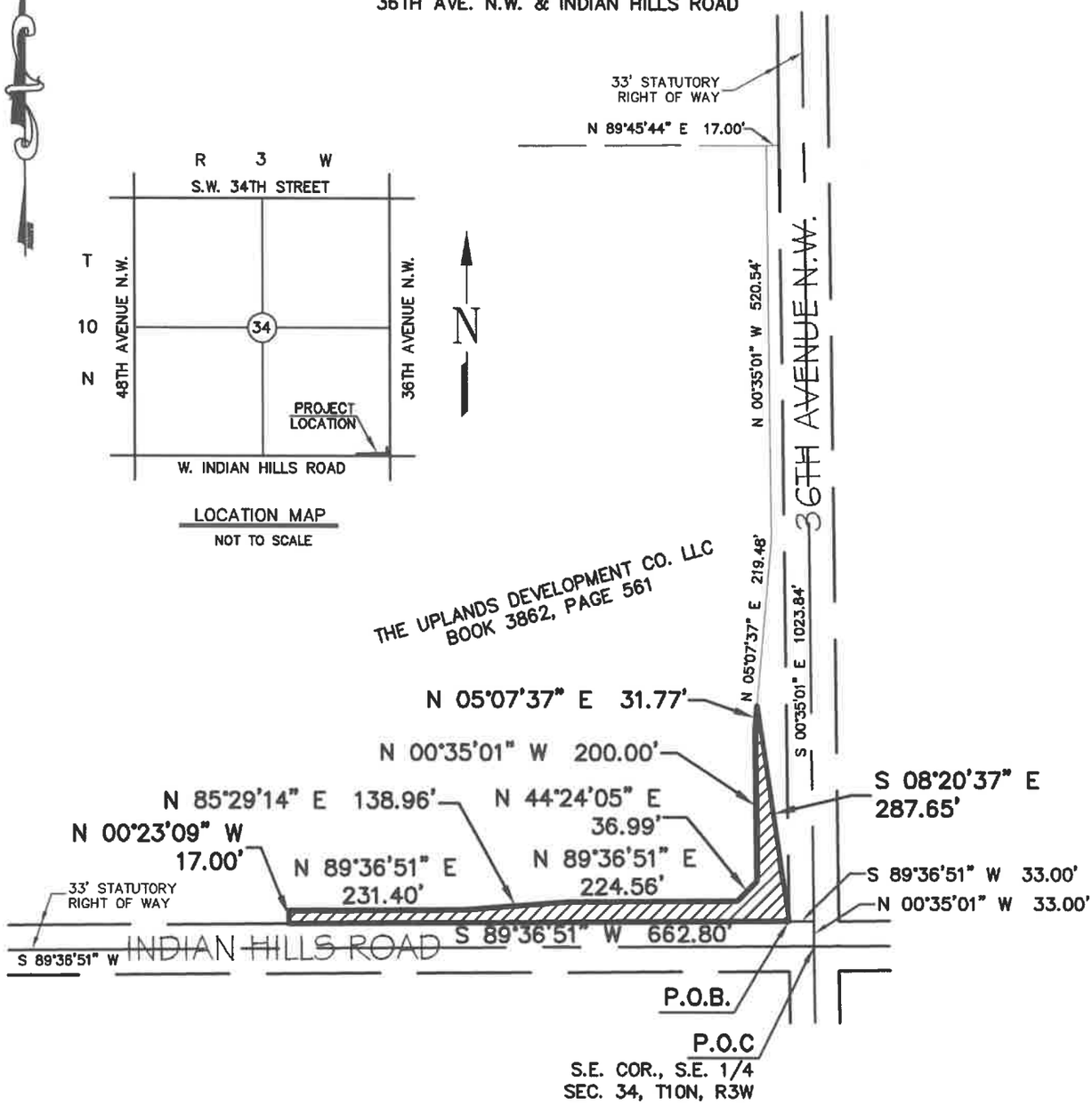
The bearing of South 89°36'51" West as shown on the South line of the Southeast Quarter of Section 34 was used as the basis of bearing for this survey.

Prepared by:
Mark Deal & Associates, P.C.
Shaun Christopher Axton, PLS 1494

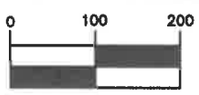
EXHIBIT "A" (SELL RIGHT OF WAY)

PART OF PARCEL 27.0
STATE JOB PIECE NO. 26918(04)
THE UPLANDS DEVELOPMENT CO., LLC
PROPOSED RIGHT OF WAY
36TH AVE. N.W. & INDIAN HILLS ROAD

LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

Mark Deal & Associates, P.C.
P.O. Box 6578
Norman, OK 73070
405-681-3325 voice & fax
shaun @pls.net
Certificate of Authorization No. 3045
Expires June 30, 2025

Mark Deal and Associates
PROFESSIONAL CORPORATION

EXHIBIT C

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

CITY OF NORMAN, OKLAHOMA, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	**Case No.: CJ-2021-227**
	)	**Honorable Judge Virgin**
THE UPLANDS DEVELOPMENT CO., L.L.C., An Oklahoma Limited Liability Company;	)	
JIM REYNOLDS, in his Capacity as Cleveland County Treasurer; and the	)	
BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY,	)	
Defendants.	)	

AGREED JOURNAL ENTRY OF JUDGMENT

COMES NOW, the Plaintiff, City of Norman, Oklahoma (the "City"), Defendant The Uplands Development Co., L.L.C. ("Property Owner"), and together submit the following:

1. The City filed a Petition for Condemnation in the above-referenced case on March 9, 2021, seeking to acquire a permanent right-of-way easement and temporary driveway easement (the "Property") from the Property Owner for the street improvement project described in Plaintiff's Petition. Also named as Defendants were the Jim Reynolds, Cleveland County Treasurer and the Board of County Commissioners for Cleveland County (collectively the "County Defendants").

2. County Defendants filed an Answer and Disclaimer on April 19, 2021.
3. Property Owner, through legal counsel, filed an Entry of Appearance and Reservation on March 31, 2021.
4. Plaintiff provided a Notice to all Defendants regarding a hearing to appoint commissioners to be held on April 26, 2021.
5. The Parties submitted an agreed Order Appointing Commissioners to the Court, which order was approved by the Court and filed May 5, 2021.
6. The Report of Commissioners was filed on July 22, 2021. The Commissioners determined the just compensation owed to the Defendants to be a total of $185,000.00. The court's record notes all Defendants' receipt of a copy of the Report of Commissioners.
7. The City deposited the $185,000.00 award with the Cleveland County District Court as required by 66 O.S. §53(C) on August 3, 2021.
8. On September 16, 2021, Property Owner filed a demand for jury trial on the issue of just compensation.
9. On November 12, 2021, the City filed the July 22 Report of Commissioners with the Cleveland County Clerk at Book 6341 Page 1304-1306, vesting title to the Property in the City according to the terms of the Petition.
10. The parties are currently set for an April 1, 2024 Status Conference, and have engaged in voluntary settlement discussions as trial approaches. An amicable agreement for full disposition of the issues in this case, including just compensation and conveyance of the Property to the City, has been reached and the parties hereby seek this disposition of the matter in this Court, and according

to the terms of this Agreed Journal Entry, in order to effectively implement the parties' agreed settlement.

11. The parties have agreed to a total amount of just compensation of Sixteen Dollars and Twelve Cents ($16.12) per square foot for Property acquired. The parties have agreed that half of the square footage of the Property shall be acquired by the City at a price of Sixteen Dollars and Twelve Cents ($16.12) per square foot, and the other half shall be conveyed to the City pursuant to the Property owner's donation, for a total compensation amount of $330,027.98. These conveyances shall be accomplished in form according to those conveyance instruments agreed to in the parties' settlement.

12. The City's previous deposit of $185,000.00 with the Cleveland County District Court on August 3, 2021, which was disbursed to Property Owner on February 13, 2023, shall be retained by Property Owner and shall be applied against this just compensation amount, leaving a remaining judgment balance of $145,027.98.

13. Further, according to 66 Okla. Stat. § 55(D), the final amount of just compensation exceeds the July 22 Commissioners' Award by more than ten percent (10%), and the parties have agreed to an attorney-fee and cost award in a total amount of $54,734.33.

14. Upon entry of judgment, the City shall accomplish the following filings and/or conveyances of record in order to give full effect to the parties' agreement:

    a. The City shall file the attached Release of Report of Commissioners in the land records for Cleveland County, State of Oklahoma, with this

final filed Journal Entry attached as its "Exhibit B." Upon filing, this Release shall, in force and effect, release and re-convey to Property Owner any title interested obtained by the City to the Property by its November 12, 2021 filing of record.

b. Immediately following the filing of the Release, and according to the parties' agreement, the City shall file of record those conveyances accomplishing the City's acquisition of the permanent right-of-way sought in this action, in the manner agreed to by the parties. Further, the City's interest in the temporary driveway easement sought in this action shall immediately vest according to the parties' agreed conveyance of the same.

Based upon the above and foregoing, this Court finds and ORDERS and ENTERS JUDGEMENT as follows:

1. That just compensation in this case is hereby set for the total amount of $330,027.98, an attorney-fee and costs of award is hereby set for a total amount of $54,743.33, and that amounts previously deposited and disbursed shall be credited, leaving a final judgment amount of **$199,771.31** in favor of Property Owner;
2. That the Release of Commissioners' Report and subsequent conveyances of the permanent right-of-way and temporary driveway easement sought by the City shall be accomplished, and have the legal force and effect, as set forth herein;
3. That this Agreed Journal Entry of Judgment fully and finally resolves all matters and issues that were or could have been brought by any and all parties to this action, but

does not apply to claims not alleged in this lawsuit which have not yet accrued or may accrue, occur, or arise in the future, as per the parties' further agreements.

This Journal Entry of Judgment has been reviewed and approved by the parties hereto.

SIGNED AND ENTERED this _____ day of _____ 2024.

_____
Honorable Jeff Virgin
JUDGE of the DISTRICT COURT

APPROVED:

_____
Elisabeth E. Muckala, OBA #21306
Assistant City Attorney
Post Office Box 370
Norman, Oklahoma 73070
(405) 217-7700 (office)
beth.muckala@normanok.gov
Attorneys for Plaintiff

_____
Sean Paul Rieger, OBA #18817
Daniel L. Sadler, OBA #31211
Keith Barrett, OBA #30011
Rieger Law Group, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245
(405) 310-5274 (office)
dsadler@riegerlawgroup.com
Attorneys for Defendant Uplands

EXHIBIT D

Parcel No: 27.0-B
Project No: 26918(05)

GRANT OF PERMANENT EASEMENT
City of Norman

Know all men by these presents:

That **The Uplands Development Co, L.L.C.**, 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 permanent public right-of-way 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 27.0-B

Said tract containing 20,480 sq ft or 0.4701 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 right-of-way and utility.

PUBLIC RIGHT-OF-WAY AND UTILITIES

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

Signed and delivered this _____ day of _____, 20___.

The Uplands Development Co, L.L.C.:

_____

Russell Leon "Trey" Bates, Managing Member

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 _____ day of _____, 20___, personally appeared Russell Trey Bates, to me known to be the identical person(s) and Managing Member of The Uplands Development Co., L.L.C. 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: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20___.

_____
City Attorney's Office

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20___.

_____
Mayor

ATTEST:

_____
City Clerk
SEAL:

Legal Description
The Uplands Donate Right-of-Way
Part of Parcel 27.0
State Job Piece No. 26918(04)
February 22, 2024 (Revised March 12, 2024)

A strip, piece or parcel of land lying in the Southeast Quarter of Section 34, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

BEGINNING at the point where the West right-of-way line of 36th Avenue N.W. intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet North 00°35'01" West of and 33.00 feet South 89°36'51" West of the Southeast Corner of said Southeast Quarter;

THENCE North 08°20'37" West a distance of 287.65 feet;

THENCE North 05'07'37" East a distance of 219.48 feet;

THENCE North 00°35'01" West, parallel with said West right-of-way line, a distance of 520.54 feet;

THENCE North 89°45'44" East a distance of 17.00 feet;

THENCE South 00°35'01" East, along said right-of-way line, a distance of 1023.84 feet to the POINT OF BEGINNING.

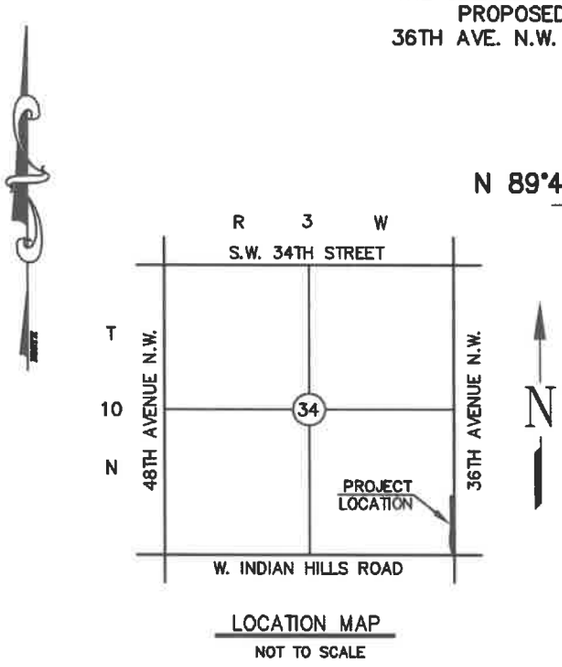
Said tract of land contains an area of 20,480 square feet or 0.4701 acres, more or less.

The bearing of South 89°36'51" West as shown on the South line of the Southeast Quarter of Section 34 was used as the basis of bearing for this survey.

Prepared by:
Mark Deal & Associates, P.C.
Shaun Christopher Axton, PLS 1494

EXHIBIT "A" (DONATE RIGHT OF WAY)

PART OF PARCEL 27.0
STATE JOB PIECE NO. 26918(04)
THE UPLANDS DEVELOPMENT CO., LLC
PROPOSED RIGHT OF WAY
36TH AVE. N.W. & INDIAN HILLS ROAD



LOCATION MAP
NOT TO SCALE

33' STATUTORY RIGHT OF WAY

N 89°45'44" E 17.00'

36TH AVENUE N.W.

N 00°35'01" W 520.54'

N 05°07'37" E 219.48'

S 00°35'01" E 1023.84'

THE UPLANDS DEVELOPMENT CO. LLC
BOOK 3862, PAGE 561

N 05°07'37" E 31.77'

N 08°20'37" W 287.65'

N 00°35'01" W 200.00'

N 00°23'09" W 17.00'

33' STATUTORY RIGHT OF WAY

N 89°36'51" E 231.40'

N 85°29'14" E 138.96'

N 44°24'05" E 36.99'

N 89°36'51" E 224.56'

S 89°36'51" W 33.00'

N 00°35'01" W 33.00'

INDIAN HILLS ROAD

S 89°36'51" W 662.80'

P.O.B.

P.O.C
S.E. COR., S.E. 1/4
SEC. 34, T10N, R3W

GRAPHIC SCALE

0 100 200

(IN FEET)
1 inch = 200 ft.

Mark Deal & Associates, P.C.
P.O. Box 6578
Norman, OK 73070
405-681-3325 voice & fax
shaun @rpls.net
Certificate of Authorization No. 3045
Expires June 30, 2025

Mark Deal and Associates
PROFESSIONAL CORPORATION

EXHIBIT E

Parcel No: 27.1
Project No: 26918(05)

GRANT OF TEMPORARY DRIVEWAY EASEMENT
City of Norman

Know all men by these presents:

That **The Uplands Development Co, L.L.C.**, 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 as follows:

See attached Legal Description/Exhibit for Parcel 27.1

Said tract containing 0.01 acres, more or less.

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

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 DRIVEWAY EASEMENT

To have and to hold the same unto the said city, its successors, and assigns until project completion.

Signed and delivered this _____ day of _____, 20___.

The Uplands Development Co, L.L.C.:

_____

Russell Leon "Trey" Bates, Managing Member

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 _____ day of _____, 20___, personally appeared Russell Trey Bates, to me known to be the identical person(s) and Managing Member of The Uplands Development Co., L.L.C. 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: _____ Notary Public: _____

Approved as to form and legality this _____ day of _____, 20___.

_____
City Attorney's Office

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20___.

_____
Mayor

ATTEST:

_____
City Clerk
SEAL:

LEMKE LAND SURVEYING

Parcel 27.1
State Job Piece No. 26918(04)
The Uplands Development Co., LLC
Temporary Driveway Easement
36th Ave. NW & Indian Hills Rd.

A strip, piece or parcel of land lying in the SE¼ of Section 34, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

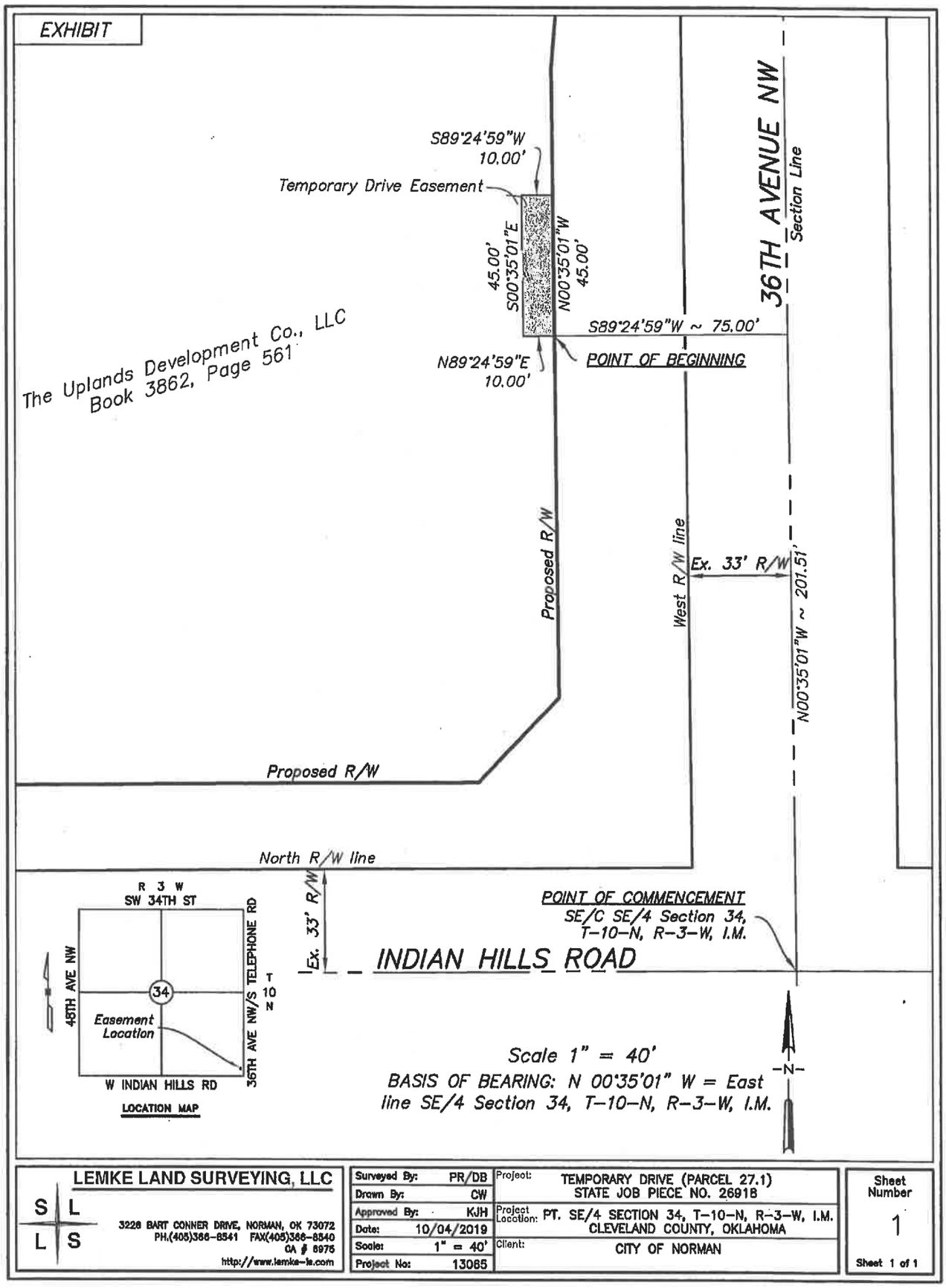
Beginning at a point on the permanent West right-of-way line of 36th Avenue NW a distance of 201.51 feet N 00°35'01" W of and 75.00 feet S 89°24'59" W of the SE corner of said SE¼, thence N 00°35'01" W along said right-of-way line a distance of 45.00 feet, thence S 89°24'59" W perpendicular to the East line of said SE¼ a distance of 10.00 feet, thence S 00°35'01" E parallel with said right-of-way line a distance of 45.00 feet, thence N 89°24'59" E perpendicular to said East line a distance of 10.00 feet to point of beginning.

Containing 0.01 acres, more or less.

This legal description was prepared under the direct supervision of Kelly J. Henderson, PLS. The Basis of bearing is the East line of the SE¼ having a bearing of S 00°35'01" E.

Kelly J. Henderson, PLS

PROFESSIONAL LAND SURVEYOR REGISTERED OKLAHOMA
Kelly James Henderson
1395
12-19



LEMKE LAND SURVEYING, LLC	
3228 BART CONNER DRIVE, NORMAN, OK 73072	
PH.(405)366-8541 FAX(405)366-8540	
CA # 5975	
http://www.lemke-le.com	

Surveyed By:	PR/DB
Drawn By:	CW
Approved By:	KJH
Date:	10/04/2019
Scale:	1" = 40'
Project No:	13065

Project:	TEMPORARY DRIVE (PARCEL 27.1) STATE JOB PIECE NO. 26918
Project Location:	PT. SE/4 SECTION 34, T-10-N, R-3-W, I.M. CLEVELAND COUNTY, OKLAHOMA
Client:	CITY OF NORMAN

Sheet Number 1

Sheet 1 of 1

EXHIBIT F

RELEASE OF REPORT OF COMMISSIONERS
(RELEASE OF EASEMENTS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by its November 12, 2021 filing of the Report of Commissioners from that certain litigation styled as *City of Norman v. The Uplands Development Co, L.L.C.*, Case No. CJ-2021-227, in the District Court for Cleveland County, State of Oklahoma ("Litigation"), the City of Norman, Oklahoma, a Municipal Corporation, received easement interests as set forth therein, under, through and across the lands described therein, which filing is attached hereto as "**Exhibit A**."

Said premises involved are situated in the City of Norman, Cleveland County, Oklahoma.

WHEREAS, the City of Norman desires to release and relinquish said easement interests in their entirety, according to the Court's Agreed Journal Entry of Judgment in the Litigation, which is attached hereto as "**Exhibit B**" in order that the property be conveyed by further instruments, filed separately of record, according to the further agreement of the parties.

NOW THEREFORE, according to these terms the City of Norman does hereby quitclaim, release, remise, relinquish and surrender to the record owners thereof, any right, title, or interest in and to the above-described property taken under the attached Exhibit A.

IN WITNESS, WHEREOF, the CITY OF NORMAN has executed this instrument this _____ day of _____, 2024.

CITY OF NORMAN, OKLAHOMA

_____
Larry Heikkila, Mayor

ATTEST: _____
Brenda Hall, City Clerk

On this _____ day of _____, 2024, before me personally appeared **Larry Heikkila, Mayor of the City of Norman, Oklahoma**, to me to be known to be the identical person 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

My Commission Expires:

_____

1050003287

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

Doc # R2021-48336 BT: RB B: 6341 P: 1304 ROC
11/12/2021 11:29:02 AM Pages: 3
Cleveland County Clerk, OK - Tammy Bellinson
Fee: $ 22.00
nb

CITY OF NORMAN, OKLAHOMA,
A Municipal Corporation,

Plaintiff,

vs.

THE UPLANDS DEVELOPMENT CO., LLC;
an Oklahoma Limited Liability Company;
JIM REYNOLDS, in his Capacity as
Cleveland County Treasurer;
and the BOARD OF COUNTY
COMMISSIONERS OF CLEVELAND
COUNTY,

Defendants.

Case No.: CJ-2021-227 (V)

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY
FILED
JUL 22 2021
In the office of the
Court Clerk MARILYN WILLIAMS

PROTECTED

REPORT OF COMMISSIONERS

COMES NOW the undersigned Commissioners appointed by the Judge of this Court to inspect the property described in Exhibit "A" and to determine the amount of just compensation due the Defendants by reason of the taking of the property. Said taking is in fee simple, unless specified otherwise in Exhibit "A" in which case the quality of title or interest to be acquired shall be as stated in such exhibits including airspace but excluding mineral interests and including the right to use and remove any and all roadbuilding materials. The appropriation is for public purposes by the City of Norman, Oklahoma. We, the undersigned, respectfully submit the following Report, to-wit:

The undersigned Commissioners were and are disinterested freeholders of Cleveland County, Oklahoma. We are not interested in any like question. On the 22 day of July, 2021, we took the Oath prescribed by law, and proceeded to inspect the property described in Exhibit "A" and Exhibit "B".

EXHIBIT A

CJ-2021-227
Report of Commissioners

We further report that we have considered and determined the just compensation to which the Defendants are entitled by reason of the taking of the property by the Plaintiff. We have considered the value of the property or rights or interest therein taken excluding any mineral interest other than as is set forth in the exhibits. We do hereby assess the just compensation due said Defendants by reason of the taking of the property and in accordance with the Instructions to Commissioners, we find:

ESTIMATE OF JUST COMPENSATION $ 185,600

IN WITNESS WHEREOF, we have hereunto set our hands on this 22 day of July, 2021.

COMMISSIONERS:

David Barger

James Hoyt

Jerry Bethea

Unofficial

CJ-2021-227
• Report of Commissioners

Exhibit A

Parcel 27.0 - PERMANENT EASEMENT

A strip, piece or parcel of land lying in the SE¼ of Section 34, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the point where the West right-of-way line of 36th Avenue NW intersects the North right-of-way line of Indian Hills Road a distance of 33.00 feet N 00°35'01" W of and 33.00 feet S 89°36'51" W of the SE Corner of said SE¼, thence S 89°36'51" W along said North right-of-way line a distance of 662.80 feet, thence N 00°23'09" W a distance of 17.00 feet, thence N 89°36'51" E parallel with said right-of-way line a distance of 231.40 feet, thence N 85°29'14" E a distance of 138.96 feet, thence N 89°36'51" E parallel with said right-of-way line a distance of 224.56 feet; thence N 44°24'05" E a distance of 36.99 feet, thence N 00°35'01" W parallel with said West right-of-way line a distance of 200.00 feet, thence N 05°07'37" E a distance of 251.25 feet, thence N 00°35'01" W parallel with said right-of-way line a distance of 520.54 feet, thence N 89°45'44" E a distance of 17.00 feet to a point on said West right-of-way line, thence S 00°35'01" E along said right-of-way line a distance of 1023.84 feet to point of beginning.

Containing 0.94 acres, more or less of new right-of-way.

Parcel 27.1 - TEMPORARY DRIVEWAY EASEMENT

A strip, piece or parcel of land lying in the SE¼ of Section 34, T10N, R3W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the permanent West right-of-way line of 36th Avenue NW a distance of 201.51 feet N 00°35'01" W of and 75.00 feet S 89°24'59" W of the SE corner of said SE¼, thence N 00°35'01" W along said right-of-way line a distance of 45.00 feet, thence S 89°24'59" W perpendicular to the East line of said SE¼ a distance of 10.00 feet, thence S 00°35'01" E parallel with said right-of-way line a distance of 45.00 feet, thence N 89°24'59" E perpendicular to said East line a distance of 10.00 feet to point of beginning.

Containing 0.01 acres, more or less.

HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT AND COMPLETE COPY OF THE INSTRUMENT HEREWITH AS SET OUT AS IT APPEARS OF RECORD IN THE COURT CLERK'S OFFICE OF CLEVELAND COUNTY, OKLAHOMA
WITNESS MY HAND AND SEAL THIS 23 DAY
OF 20 21
MARILYN WILLIAMS, COURT CLERK
BY DEPUTY
CLEVELAND COUNTY, OKLAHOMA

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

CITY OF NORMAN, OKLAHOMA, A Municipal Corporation,	)	
Plaintiff,	)	
vs.	)	**Case No.: CJ-2021-227**
	)	**Honorable Judge Virgin**
THE UPLANDS DEVELOPMENT CO., L.L.C., An Oklahoma Limited Liability Company;	)	
JIM REYNOLDS, in his Capacity as Cleveland County Treasurer; and the	)	
BOARD OF COUNTY COMMISSIONERS FOR CLEVELAND COUNTY,	)	
Defendants.	)	

AGREED JOURNAL ENTRY OF JUDGMENT

COMES NOW, the Plaintiff, City of Norman, Oklahoma (the "City"), Defendant The Uplands Development Co., L.L.C. ("Property Owner"), and together submit the following:

1. The City filed a Petition for Condemnation in the above-referenced case on March 9, 2021, seeking to acquire a permanent right-of-way easement and temporary driveway easement (the "Property") from the Property Owner for the street improvement project described in Plaintiff's Petition. Also named as Defendants were the Jim Reynolds, Cleveland County Treasurer and the Board of County Commissioners for Cleveland County (collectively the "County Defendants").
2. County Defendants filed an Answer and Disclaimer on April 19, 2021.
3. Property Owner, through legal counsel, filed an Entry of Appearance and Reservation on March 31, 2021.
4. Plaintiff provided a Notice to all Defendants regarding a hearing to appoint commissioners to be held on April 26, 2021.
5. The Parties submitted an agreed Order Appointing Commissioners to the Court, which order was approved by the Court and filed May 5, 2021.

EXHIBIT B tabbies Item 23.

6. The Report of Commissioners was filed on July 22, 2021. The Commissioners determined the just compensation owed to the Defendants to be a total of $185,000.00. The court's record notes all Defendants' receipt of a copy of the Report of Commissioners.
7. The City deposited the $185,000.00 award with the Cleveland County District Court as required by 66 O.S. §53(C) on August 3, 2021.
8. On September 16, 2021, Property Owner filed a demand for jury trial on the issue of just compensation.
9. On November 12, 2021, the City filed the July 22 Report of Commissioners with the Cleveland County Clerk at Book 6341 Page 1304-1306, vesting title to the Property in the City according to the terms of the Petition.
10. The parties are currently set for an April 1, 2024 Status Conference, and have engaged in voluntary settlement discussions as trial approaches. An amicable agreement for full disposition of the issues in this case, including just compensation and conveyance of the Property to the City, has been reached and the parties hereby seek this disposition of the matter in this Court, and according to the terms of this Agreed Journal Entry, in order to effectively implement the parties' agreed settlement.
11. The parties have agreed to a total amount of just compensation of Sixteen Dollars and Twelve Cents ($16.12) per square foot for Property acquired. The parties have agreed that half of the square footage of the Property shall be acquired by the City at a price of Sixteen Dollars and Twelve Cents ($16.12) per square foot, and the other half shall be conveyed to the City pursuant to the Property owner's donation, for a total compensation amount of $330,027.98. These conveyances shall be accomplished in form according to those conveyance instruments agreed to in the parties' settlement.
12. The City's previous deposit of $185,000.00 with the Cleveland County District Court on August 3, 2021, which was disbursed to Property Owner on February 13, 2023, shall be retained by Property Owner and shall be applied against this just compensation amount, leaving a remaining judgment balance of $145,027.98.

13. Further, according to 66 Okla. Stat. § 55(D), the final amount of just compensation exceeds the July 22 Commissioners' Award by more than ten percent (10%), and the parties have agreed to an attorney-fee and cost award in a total amount of $54,734.33.

14. Upon entry of judgment, the City shall accomplish the following filings and/or conveyances of record in order to give full effect to the parties' agreement:

    a. The City shall file the attached Release of Report of Commissioners in the land records for Cleveland County, State of Oklahoma, with this final filed Journal Entry attached as its "Exhibit B." Upon filing, this Release shall, in force and effect, release and re-convey to Property Owner any title interested obtained by the City to the Property by its November 12, 2021 filing of record.

    b. Immediately following the filing of the Release, and according to the parties' agreement, the City shall file of record those conveyances accomplishing the City's acquisition of the permanent right-of-way sought in this action, in the manner agreed to by the parties. Further, the City's interest in the temporary driveway easement sought in this action shall immediately vest according to the parties' agreed conveyance of the same.

Based upon the above and foregoing, this Court finds and ORDERS and ENTERS JUDGEMENT as follows:

1. That just compensation in this case is hereby set for the total amount of $330,027.98, an attorney-fee and costs of award is hereby set for a total amount of $54,743.33, and that amounts previously deposited and disbursed shall be credited, leaving a final judgment amount of **$199,771.31** in favor of Property Owner;
2. That the Release of Commissioners' Report and subsequent conveyances of the permanent right-of-way and temporary driveway easement sought by the City shall be accomplished, and have the legal force and effect, as set forth herein;
3. That this Agreed Journal Entry of Judgment fully and finally resolves all matters and issues that were or could have been brought by any and all parties to this action, but

does not apply to claims not alleged in this lawsuit which have not yet accrued or may accrue, occur, or arise in the future, as per the parties' further agreements.

This Journal Entry of Judgment has been reviewed and approved by the parties hereto.

SIGNED AND ENTERED this _____ day of _____ 2024.

_____
Honorable Jeff Virgin
JUDGE of the DISTRICT COURT

APPROVED:

_____
Elisabeth E. Muckala, OBA #21306
Assistant City Attorney
Post Office Box 370
Norman, Oklahoma 73070
(405) 217-7700 (office)
beth.muckala@normanok.gov
Attorneys for Plaintiff

_____
Sean Paul Rieger, OBA #18817
Daniel L. Sadler, OBA #31211
Keith Barrett, OBA #30011
Rieger Law Group, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245
(405) 310-5274 (office)
dsadler@riegerlawgroup.com
Attorneys for Defendant Uplands

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-129: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 72ND AND 84TH AVENUES SE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-129: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 72ND AND 84TH AVENUES SE.

BACKGROUND:

The Federal Transit Administration's Transportation Alternative (TA) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation an vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TA continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

The Federal Infrastructure Improvement and Jobs Act (IIJA) replaced TA with a set-aside of Surface Transportation Block Grant (STBG) Program funding. These set-aside funds include all projects and activities that were previously eligible under TA, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the Oklahoma Department of Transportation (ODOT), is now open and will remain open through May 31, 2024.

DISCUSSION:

The proposed project will be the fifth 1-mile segment of 10-foot wide concrete multi-modal path that will ultimately connect the existing network of sidewalks/paths in the City of Norman to the roads and trails at Lake Thunderbird State Park. Additionally, this path, when completed, will provide an excellent facility for citizens to walk, jog, or bike between south central Norman and Lake Thunderbird. These activities have consistently been among the highest recreational priorities in our community. When the entire path is completed, promotional guides, brochures, and maps showing and promoting this path will be distributed by various entities including the Oklahoma Department of Tourism, various chambers of commerce, and visitor bureaus. The need for the multi-modal path along the State Highway 9 corridor was first identified during the public hearings that ODOT conducted in 2010 as part of the design and environmental clearance process associated with road improvements and was phased over a number of years. The initial citizen and City Council request was for the multi-modal path to be included in the various State Highway 9 improvement projects. State officials opted not to do so; rather to support the City of Norman with the implementation of separate multi-modal path projects under the TE program. The first two phases, between 24th Avenue SE and 48th Avenue SE, were implemented using this approach. The next two miles of path between 48th and 72nd Avenues SE are currently under design.

A call for projects for the next ODOT TA set-aside program is currently open and will close on May 31, 2024. For this call, staff will be submitting a project for one of the next two miles of multi-modal path along State Highway 9. The application associated with this Resolution will be for the mile between 72nd and 84th Avenues SE.

The call for projects documentation indicates that grants will be awarded in Fall 2024. If the City is successful in receiving a grant, City Council must consider acceptance of the grant and entering into an agreement with ODOT. In that case, construction of the path might take place in early 2026.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-129 (State Highway 9 multi-modal path between 72nd Avenue SE and 84th Avenue SE) requesting ODOT TA funding to provide 80% of the anticipated $1,174,722.45 construction cost.

R-2324-129

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET-ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9, BETWEEN 72nd AND 84th AVENUES SE

§ 1. WHEREAS, Federal STBG set-aside funds have been made available for the construction of eligible projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Construction of multi-modal path along the north side of State Highway 9, between 72nd Avenue SE and 84th Avenue SE

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $1,174,722.45 and Federal participation under the terms of the IIJA Act set-aside of STBG funding for transportation alternatives, is hereby requested in the amount of $969,777.96 or 80% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-129

§ 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

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

§ 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

Location Map

Proposed State Highway 9 Multi-modal Path

72nd Avenue SE to 84th Avenue SE

Proposed Multi-modal Path

Estimate

Estimated Cost: $1,021,497.78

Contingency %: 15.00%

Estimated Total: $1,174,722.45

Legacy Trails 72nd to 84th

Base Date: 2024/02/14

Spec Year: 19

Unit System: E

Work Type: GRADE, DRAIN & SURFACE

Highway Type:

Urban/Rural: URBAN

Season: SPRING

County: CLEVELAND

Terrain: Rolling

Improvement Type:

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District:

Federal Project Number:

State Project Number:

Prepared By: System Administrator

Group 0001 - Initial Group

Line #	Item	Quantity	Units	Unit Price	Extended Amount
0005	201(A)1200	1.000	LS	$25,000.00000	$25,000.00
	CLEARING AND GRUBBING				
0006	202(A)2200	2,000.000	CY	$16.81432	$33,628.64
	UNCLASSIFIED EXCAVATION				
0008	205(A)6200	1.000	LS	$35,000.00000	$35,000.00
	TYPE A-SALVAGED TOPSOIL				
	*				
0009	221(B)2300	5,183.000	LF	$3.39585	$17,600.69
	TEMPORARY SILT FENCE				
0010	230(A)7200	5,000.000	SY	$5.04582	$25,229.10
	SOLID SLAB SODDING				
0011	221(C)2400	4.000	EA	$386.59019	$1,546.36
	TEMPORARY SEDIMENT FILTER				
0014	242 4100	1.000	EA	$5,747.72825	$5,747.73
	(PL)STABILIZED CONSTRUCTION EXIT				
0015	613(A)5216	50.000	LF	$122.96532	$6,148.27
	24" R.C.PIPE CLASS III				
0016	504(F)5600	100.000	LF	$258.23913	$25,823.91
	HANDRAILING				

0017	601(A)1100	20.000	TON	$81.00839	$1,620
	TYPE I PLAIN RIPRAP				
0020	610(A)5210	6,571.000	SY	$65.76675	$432,153.31
	5" CONCRETE SIDEWALK				
0022	610(I)6000	40.000	SF	$47.86324	$1,914.53
	TACTILE WARNING DEVICE-NEW				
	*				
0025	619(A)6200	1.000	LS	$15,000.00000	$15,000.00
	REMOVAL OF STRUCTURES & OBSTRUCTIONS				
0028	631(A)9210	2.000	EA	$2,581.48148	$5,162.96
	(SP)REMOVABLE BOLLARD				
0030	882(A)8210	135.000	SD	$23.39965	$3,158.95
	PORT.CHANGEABLE MESSAGE SIGN				
0031	642(B)3300	1.000	LS	$50,000.00000	$50,000.00
	CONSTRUCTION STAKING LEVEL II				
0032	220 1100	1.000	LS	$5,000.00000	$5,000.00
	SWPPP DOCUMENTATION AND MANAGEMENT				
0033	641 2100	1.000	LS	$120,000.00000	$120,000.00
	MOBILIZATION				
0035	613(L)6716	4.000	EA	$1,395.68949	$5,582.76
	24" PREFAB. CULVERT END SEC., ROUND				

0036	510(A)1230	1,500.000	SF	$137.45360	$206,180.40

BLOCK RETAINING WALL & CAP

Total for Group: $1,021,497.78

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-130: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 84TH AND 96TH AVENUES SE.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-130: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9 BETWEEN 84TH AND 96TH AVENUES SE.

BACKGROUND:

The Federal Transit Administration's Transportation Alternative (TA) program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. TA continues to build upon the legacy of the Transportation Enhancements (TE) and Safe Routes to Schools (SRTS) programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

The Federal Infrastructure Improvement and Jobs Act (IIJA) replaced TA with a set-aside of Surface Transportation Block Grant (STBG) Program funding for TA. These set-aside funds include all projects and activities that were previously eligible under TA, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the Oklahoma Department of Transportation (ODOT), is now open and will remain open through May 31, 2024.

DISCUSSION:

The proposed project will be the sixth 1-mile segment of 10-foot wide concrete multi-modal path that will ultimately connect the existing network of sidewalks/paths in the City of Norman to the roads and trails at Lake Thunderbird State Park. Additionally, this path, when completed, will provide an excellent facility for citizens to walk, jog, or bike between south central Norman and Lake Thunderbird. These activities have consistently been among the highest recreational priorities in our community. When the entire path is completed, promotional guides, brochures, and maps showing and promoting this path will be distributed by various entities including the Oklahoma Department of Tourism, various chambers of commerce, and visitor bureaus. The need for the multi-modal path along the State Highway 9 corridor was first identified during the public hearings that ODOT conducted in 2010 as part of the design and environmental clearance process associated with road improvements and was phased over a number of years. The initial citizen and City Council request was for the multi-modal path to be included in the various State Highway 9 improvement projects. State officials opted not to do so; rather to support the City of Norman with the implementation of separate multi-modal path projects under the TE program. The first two phases, between 24th Avenue SE and 48th Avenue SE, were implemented using this approach. The next two miles of path between 48th and 72nd Avenues SE are currently under design

A call for projects for the next ODOT TA set-aside program is currently open and will close on May 31, 2024. For this call, staff will be submitting a project for one of the next two miles of multi-modal path along State Highway 9. The application associated with this Resolution will be for the mile between 84th and 96th Avenues SE.

The call for projects documentation indicates that grants will be awarded in Fall 2024. If the City is successful in receiving a grant, City Council must consider acceptance of the grant and entering into an agreement with ODOT. In that case, construction of the path might take place in early 2026.

RECOMMENDATION:

Staff recommends approval of Resolution R-2324-130 (State Highway 9 multi-modal path between 84th Avenue SE and 96th Avenue SE) requesting ODOT TA funding to provide 80% of the anticipated $1,256,750.90 construction cost.

R-2324-130

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING IIJA ACT SET-ASIDE OF STBG FUNDING FOR TRANSPORTATION ALTERNATIVES FOR THE CONSTRUCTION OF A MULTIMODAL PATH ALONG THE NORTH SIDE OF STATE HIGHWAY 9, BETWEEN 84th AND 96th AVENUES SE

§ 1. WHEREAS, Federal STBG set-aside funds have been made available for the construction of eligible projects; and

§ 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

Construction of multi-modal path along the north side of State Highway 9, between 84th Avenue SE and 96th Avenue SE

§ 3. WHEREAS, the engineer's preliminary estimate of total construction cost is $1,256,750.90 and Federal participation under the terms of the IIJA Act set-aside of STBG funding for transportation alternatives, is hereby requested in the amount of $1,005,400.72 or 80% of the construction cost; and

§ 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and

§ 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and

§ 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and

§ 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and

§ 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

R-2324-130

§ 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

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

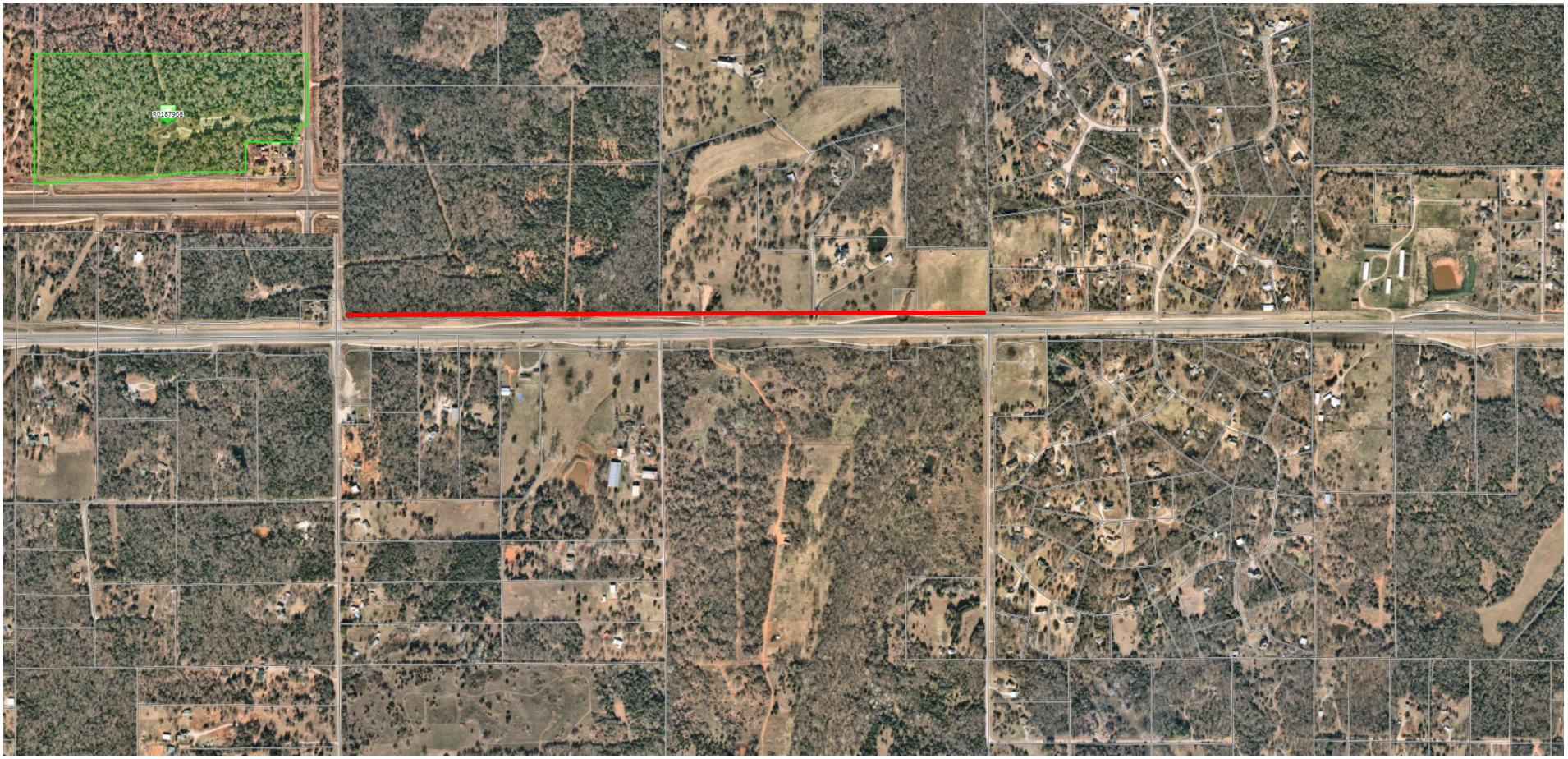
§ 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

_____
Mayor

ATTEST:

_____
City Clerk



Location Map

Proposed State Highway 9 Multi-modal Path

84th Avenue SE to 96th Avenue SE

Proposed Multi-modal Path

Estimate

Estimated Cost: $1,092,826.87

Contingency %: 15.00%

Estimated Total: $1,256,750.90

Legacy Trails 84th to 96th

Base Date: 2024/02/14

Spec Year: 19

Unit System: E

Work Type: GRADE, DRAIN & SURFACE

Highway Type:

Urban/Rural: URBAN

Season: SPRING

County: CLEVELAND

Terrain: Rolling

Improvement Type:

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District:

Federal Project Number:

State Project Number:

Prepared By: System Administrator

Group 0001 - Initial Group

Line #	Item	Quantity	Units	Unit Price	Extended Amount
0005	201(A)1200	1.000	LS	$25,000.00000	$25,000.00
	CLEARING AND GRUBBING				
0006	202(A)2200	2,000.000	CY	$16.81432	$33,628.64
	UNCLASSIFIED EXCAVATION				
0008	205(A)6200	1.000	LS	$35,000.00000	$35,000.00
	TYPE A-SALVAGED TOPSOIL				
	*				
0009	221(B)2300	5,183.000	LF	$3.39585	$17,600.69
	TEMPORARY SILT FENCE				
0010	230(A)7200	5,000.000	SY	$5.04582	$25,229.10
	SOLID SLAB SODDING				
0011	221(C)2400	4.000	EA	$386.59019	$1,546.36
	TEMPORARY SEDIMENT FILTER				
0014	242 4100	2.000	EA	$4,325.94734	$8,651.89
	(PL)STABILIZED CONSTRUCTION EXIT				
0016	504(F)5600	70.000	LF	$279.18603	$19,543.02
	HANDRAILING				
0020	610(A)5210	5,202.000	SY	$64.76675	$336,916.63
	5" CONCRETE SIDEWALK				

0022	610(I)6000	20.000	SF	$5.82035	$116
	TACTILE WARNING DEVICE-NEW				
	*				
0025	619(A)6200	1.000	LS	$15,000.00000	$15,000.00
	REMOVAL OF STRUCTURES & OBSTRUCTIONS				
0028	631(A)9210	1.000	EA	$2,475.00000	$2,475.00
	(SP)REMOVABLE BOLLARD				
0030	882(A)8210	135.000	SD	$23.39965	$3,158.95
	PORT.CHANGEABLE MESSAGE SIGN				
0031	642(B)3300	1.000	LS	$50,000.00000	$50,000.00
	CONSTRUCTION STAKING LEVEL II				
0032	220 1100	1.000	LS	$5,000.00000	$5,000.00
	SWPPP DOCUMENTATION AND MANAGEMENT				
0033	641 2100	1.000	LS	$120,000.00000	$120,000.00
	MOBILIZATION				
0036	510(A)1230	2,500.000	SF	$137.45360	$343,634.00
	BLOCK RETAINING WALL & CAP				
0037	509(A)0200	43.000	CY	$875.62199	$37,651.75
	CLASS AA CONCRETE				
0038	511(A)2200	6,572.000	LB	$1.92855	$12,674.43
	REINFORCING STEEL				

Total for Group: $1,092,826.87

File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY REDUCING SEWER NEW DEVELOPMENT EXCISE TAX FUND APPROPRIATIONS BY $1,000,000 TO BETTER REFLECT REVENUES.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-131: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY REDUCING SEWER NEW DEVELOPMENT EXCISE TAX FUND APPROPRIATIONS BY $1,000,000.

BACKGROUND:

The Norman Utilities Authority and the Norman Municipal Authority will appropriate capital projects each fiscal year based on system needs. However, due to increase in operational costs, revenues not meeting projections, or projects of higher need materializing, existing, appropriated projects are, at times, warranted to shift or be cancelled to free up appropriate funds for more pressing costs or projects.

DISCUSSION:

For the Sewer New Development Excise Tax Fund, further review of past fiscal year actuals, and current fiscal year-to-date revenues and estimated revenues for the remainder of the year will be lower than originally projected revenues. Revenues for FYE 2023 were approximately $1.03 million or almost $400,000 below projected revenues. For FYE 2024, actual revenues to-date are $697,047.66 with estimated revenues through the end of this fiscal year projected at about $1.04 million. Similar to the previous fiscal year, this is approximately $400,000 less than the projected revenues of $1.4 million. Lastly, additional costs for the wastewater component of the land use / master planning process (AIM) were required to be paid from outside the General Fund which was not the prior understanding for how this work would be funded. Therefore, to obtain a positive fund balance for this current fiscal year, a reduction in capital appropriations in the amount of $1,000,000 is proposed to balance the budget.

The proposed transfers are as follows in the table:

Project Number	Description	Current Account	Receiving Account	Amount	Justification
WW0326-Const2	Biosolids	32299911-46101	322-29000	$600,000.00	Construction bids were below budgeted amount.

Project Number	Description	Current Account	Receiving Account	Amount	Justification
WW0328-Const2	Interceptor / Collection	32290048-46101	322-29000	$400,000.00	Project deferred.
TOTAL TRANSFER TO WRF BALANCE (FUND 32)				**$1,000,000.00**	

The Biosolids project (WW0326) is a project at the Water Reclamation Facility to replace the dewatering centrifuges. Bids received for this project were consistently low for the various bidders on the project. As such, the previously appropriated funds can be reverted back to the New Development Excise Tax Fund balance.

The Brookhaven Interceptor project (WW0328) is a sewer line project along Brookhaven Creek just north of W Main Street. As part of the AIM Norman project, the wastewater collection system is being re-evaluated. Therefore, this project is deferred until confirmed by updated modeling and appropriate prioritization of interceptor projects.

RECOMMENDATION:

Staff recommends adopting Resolution R-2324-131 to reduce Sewer New Development Excise Tax appropriations by $600,000 from WRF Dewatering Centrifuge Replacement account (32299911-46101 / WW0326) to the Sewer New Development Excise Tax Fund balance (322-29000) and reduce Sewer New Development Excise Tax appropriations by $400,000 from Brookhaven Creek Interceptor, Construction (Account 32290048-46101; Project WW0328) to the Sewer New Development Excise Tax Fund balance (322-29000).

Resolution

R-2324-131

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY REDUCING SEWER NEW DEVELOPMENT EXCISE TAX FUND APPROPRIATIONS BY $1,000,000 TO BETTER REFLECT REVENUES.

§ 1. WHEREAS, Staff has reviewed the Sewer New Development Excise Tax Fund of past fiscal year actuals and due to the increase in operational costs, revenues not meeting projections, or projects of higher need materializing, existing, appropriated projects are, at times, warranted to shift or be cancelled to free up appropriate funds for more pressing costs or projects; and

§ 2. WHEREAS, the revenues for Fiscal Year Ending (FYE) 2023 were approximately $1.03 million or almost $400,000 below projected revenues; and

§ 3. WHEREAS, for FYE 2024, actual revenues to-date are $697,047.66 with estimated revenues through the end of the fiscal year projected at $1.4 million; and

§ 4. WHEREAS, to obtain a positive fund balance for this current fiscal year, a reduction in capital appropriations in the amount of $1,000,000 is proposed to balance the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

§ 5. That the following appropriations be made for the reason stated above:

Losing Account	Gaining Account	Amount
WRF Dewatering Centrifuge Replacement 32299911-46101/WW0326	Sewer New Development Excise Tax 322-29000	$600,000
Brookhaven Creek Interceptor, Construction 32290048-46101/WW0328	Sewer New Development Excise Tax 322-29000	$400,000

PASSED AND ADOPTED this 26th day of March, 2024.

ATTEST: _____ Chairman

_____
Secretary

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $9,882.77 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RICK MANAGEMENT ACCOUNT TO REPAIR A CITY VEHICLE DAMAGED BY ANOTHER DRIVER IN A TRAFFIC COLLISION.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-133: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $9,882.77 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RICK MANAGEMENT ACCOUNT TO REPAIR A CITY VEHICLE DAMAGED BY ANOTHER DRIVER IN A TRAFFIC COLLISION.

BACKGROUND:

Funding is required to repair City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted payment to the City in the amount of $9,882.77. This item requests appropriation of these funds to the Miscellaneous Services/Uninsured Losses account to pay for vehicle repairs.

DISCUSSION:

On October 29, 2023, a Norman Police Department vehicle (Unit 171218) received damage when another driver refused to stop his vehicle during police pursuit. Bristol West insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of $9,882.77.

This insurance reimbursement payment was received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account on March 11, 2024.

RECOMMENDATION:

Staff recommends the approval of R-2324-133 for the appropriation of the above-referenced insurance reimbursement funds of $9,882.77 from the Risk Management Fund, Refunds/Reimbursements (Account 439-365264) to Miscellaneous Services – Uninsured Losses (43330104-44798) for the payment of repairs to the City of Norman Police Department vehicle.

R-2324-133

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $9,882.77 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS TO A CITY OF NORMAN VEHICLE DAMAGED BY ANOTHER DRIVER.

§ 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and

§ 2. WHEREAS, ACM has remitted payment to the City in the amount of $9,882.77 representing funds received from insurance. These funds were forwarded for deposit into the City's Refunds/Reimbursements Miscellaneous Risk Management Account on March 11, 2024; and

§ 3. WHEREAS, these funds should be appropriated to the City vehicle repairs account so repairs can be made;

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

§ 4. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	$9,882.77

PASSED AND ADOPTED this 26th day of March, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

office memorandum

DATE: March 12, 2024

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery – Damage to Fleet Vehicle

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #26291 from ACM in the total amount of $9,882.77. This payment represents damage reimbursement from an insurance company for the incident described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
171218	10/29/2023	M. Dalton	Bristol West	$ 9,882.77

Attachment

cc: Kevin Foster, Chief of Police
Chad Vincent, Major, Community & Staff Services Bureau
Lisa Tullius, Admin Tech III
Mike White, Fleet Program Manager
Mark Delgado, Light Repair Supervisor
Jennell James, Fleet Service Writer
Barbara Andros, Revenue Collection Supervisor

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Alternative Claims Management
16404 San Pedro Ave
San Antonio, Texas 78232

THE FROST NATIONAL BANK
SAN ANTONIO, TEXAS
30-9/1140

26291

03/04/2024

PAY TO THE ORDER OF Norman Police Department $ **9,882.77

Nine thousand eight hundred eighty-two and 77/100********** DOLLARS

PROTECTED AGAINST FRAUD

Norman Police Department

MEMO

Details on Back

Intuit® *CheckLock*™ Secure Check

Alternative Claims Management 26291

03/04/2024 **Norman Police Department**

Date	Type	Reference	Original Amount	Balance Due	Payment
02/27/2024	Bill	C-20560	9,882.77	9,882.77	9,882.77
		Check Amount			9,882.77

Trust:Frost Client Tru 9,882.77

Alternative Claims Management 26291

03/04/2024 **Norman Police Department**

Date	Type	Reference	Original Amount	Balance Due	Payment
02/27/2024	Bill	C-20560	9,882.77	9,882.77	9,882.77
		Check Amount			9,882.77

PAYMENT RECORD

Trust:Frost Client Tru 9,882

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

BACKGROUND: The subject property is currently zoned SPUD, Simple Planned Unit Development, which allowed for a single-family residential development (Ordinance No. O-2122-41). The applicant is proposing to rezone the property to a new SPUD to allow for an office development. The applicant proposes to amend the NORMAN 2025 Land Use & Transportation Plan from Low-Density Residential Designation to Office Designation to allow for an office development with two buildings and associated parking. The subject property is approximately 4 acres and is currently vacant.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?***
   The general area has seen minimal changes in recent years. The residential properties surrounding the subject property were developed in the 70s and 80s. The adjacent property to the south, the Masonic Norman Lodge, is Institutional Designation. Further south along N. Porter Ave are multiple healthcare providers with Office and Mixed Use land use designations, such as DaVita Sooner Dialysis, Norman Endoscopy Center,

Mercy, and Norman Regional Hospital. Also, because of the proximity to the intersection between N. Porter Ave. and E. Robinson St., the neighborhood has seen a Taco Mayo, a Dunkin drive thru, and 360 Sign company develop in recent years. The Taco Mayo and Dunkin have access from Robinson Street. The sign company has access on Robinson Street and Dale Street on the north.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** The proposed development will introduce a new commercial/office use to the immediate area. The City Traffic Engineer has determined there are no negative traffic impacts anticipated with this project.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Office Designation as Resolution No. R-2324-104 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission recommended adoption of Resolution No. R-2324-104 by a vote of 5-3.

R-2324-104

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION.
(1720 NORTH PORTER AVENUE)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and

§ 3. WHEREAS, Fred Thomas, IV has requested that the following described property be moved from the Low Density Residential Designation and placed in the Office Designation for the hereinafter described property, to wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:
BEGINING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT

1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.
SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

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

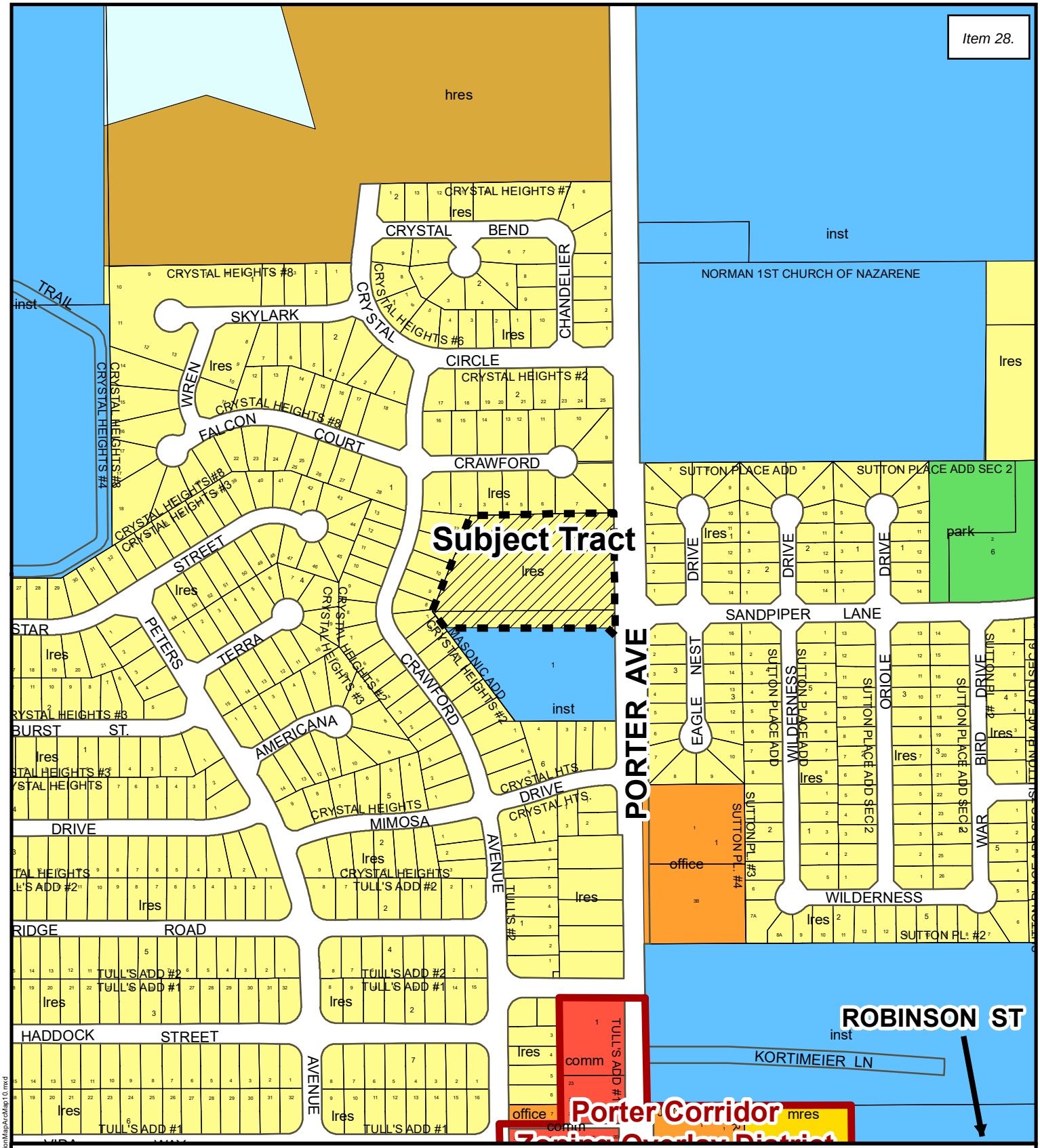
§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____day of_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Norman 2025 Land Use Plan

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

N W E S

January 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

\\con-isilon\city\departments\GIS\ArcGIS10.MapTemplates\8x11_LocationMapArcMap10.mxd

Applicant: Anthony Blatt on behalf of the owner

Project Location: 1720 N. Porter Avenue

Case Number: PD 23-41

Time: 5:30 p.m.

Applicant/Representative:
Anthony Blatt
Julie Blatt
Stephen Landes

Attendees
Erica Bird
Leanna Boyd
Kevin Boyd

City Staff
Kelly Abell, Planner I
Justin Fish, Planner I
Melissa Navarro, Planner II
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Interim Public Works Director
Beth Muckala, City Attorney

Application Summary: The applicant is requesting to rezone from a SPUD, Simple Planned Unit Development, for a single-family residential development to a new SPUD for a medical/office development. The applicant is also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential to Office Designation. This proposal also requires a new preliminary plat.

Neighbor's Comments/Concerns/Responses
The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Location Map
3. Zoning Map
4. SPUD Narrative with Exhibits A-C
5. Preliminary Plat
6. Development Plan
7. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ANTHONY BLATT, ON BEHALF OF THE OWNER FOR VCN DEVELOPMENT, A SIMPLE PLANNED UNIT DEVELOPMENT. (1720 NORTH PORTER AVENUE)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Transportation Impacts
3. Location Map
4. Preliminary Plat
5. Development Plan
6. Pre-Development Summary

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Kindel asked if there will be a shared entry off Porter at the light. Ms. Hoggatt responded affirmatively.

PRESENTATION BY THE APPLICANT: Anthony Blatt is representing a client that wishes to purchase the property to put a medical facility on it, which the current zoning does not allow. The original land use plan allowed for institutional, but changed to residential when the most recent SPUD was done. They are proposing to develop two buildings on the site. The client has not purchased the property yet. The development plan shows a 22,000 sq. ft. office building on the east, and 10,000 sq. ft. office space. The buildings have not yet been designed. They would like to have all comments on the drainage calculations addressed when this goes to Council, so the client can purchase the property and go forward with design of the buildings.

Mr. Griffith asked if the buildings will be single story. Mr. Blatt responded affirmatively.

Ms. McKown noted the design shows the trees on the south border, but does not show the ash tree that the neighbors were concerned with. Mr. Blatt stated that the ash tree is to remain, it needs to be shown on the site plan, and they are willing to amend the SPUD document to include it.

Mr. Brewer asked how the number of parking spaces was determined. Mr. Blatt explained that the client wants to make sure there is enough parking for staff and the people coming to the facility. They do exceed the current parking ordinance; they will be happy to make adjustments to meet the ordinance.

Ms. Kindel asked about the second building. Mr. Blatt said they will not be building the additional parking or the building until they know who will be occupying it. Ms. Kindel asked how many of the parking spaces shown on the plan will be for the first building. Mr. Blatt said approximately 2/3 of the parking spaces.

Mr. Griffith asked if there will be suites for rent. Mr. Blatt said it will be a single use medical facility in the larger building.

Ms. Bird asked for clarification on the lighting. Mr. Blatt responded that they want to be good neighbors. They are concerned about uniform light distribution for safety in the parking lot. They would be willing to work with staff and adjacent property owners to make sure the lights are appropriate.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer asked what the parking requirement is. Ms. Hudson responded that the parking ordinance was recently changed from requirements to recommendations in the commercial, office and retail sectors. Mr. Brewer commented that he likes the single user, but thinks there needs to be more definition of the parking needs.

Mr. Jablonski was concerned with the amount of concrete, stormwater runoff, and heat that will be generated by the parking lot. He thinks there needs to be a tree buffer on the north and west.

Mr. Brewer asked if there is any type of buffer planned. Mr. Blatt said they plan a 6' sight-proof fence on the north and west and a 20' landscape border.

Ms. Bird commented on the lack of a stormwater report. Mr. McDaniel pointed out that they will have to meet the standards before their building permit will be approved.

Ms. Kindel is concerned about the number of parking spaces. She would also like to see greenspace in the northwest area.

Motion made by McDaniel, seconded by Parker, to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council.

Voting Yea: McDaniel, McKown, Bird, Griffith, Parker
Voting Nay: Brewer, Jablonski, Kindel

The motion to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council was adopted by a vote of 5-3.

*

File Attachments for Item:

29.

CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/12/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-38 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF (1720 NORTH PORTER AVENUE).

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and

explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance and Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time. The SPUD Narrative states the parking light poles will be a maximum of 20' in height for the development.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/exterior insulation and finish systems (EIFS), and/or concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the preliminary plat staff report from Engineering staff.

TRAFFIC ENGINEER: Please see the attached report from the City Traffic Engineer.

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 for consideration by City Council.

At their February 8, 2024 meeting, the Planning Commission recommended adoption of Ordinance No. O-2324-38 by a vote of 5-3.

NOTE: After the Planning Commission meeting, the applicant submitted an updated site plan exhibit (Exhibit B) showing 24 fewer parking spaces and the intent to preserve the existing tree in the northwest corner of the lot.

After the March 12 City Council meeting, the applicant submitted a further updated site plan exhibit (Exhibit B). The applicant has removed the north facing row of parking, the west facing row near the detention pond, and has rearranged the layout on the east in order to preserve the trees along Porter Ave. The SPUD Narrative has also been updated to more clearly describe the planned masonry materials for the exterior of the proposed buildings.

O-2324-38

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

§ 1. WHEREAS, Fred Thomas, IV, the owner of the hereinafter described property, has made application to have the subject property removed from the SPUD, Simple Planned Unit Development District and placed in a new SPUD, Simple Planned Unit Development District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on February 8, 2024 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 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the SPUD, Simple Planned Unit Development and place the same in a new SPUD, Simple Planned Unit Development District, to wit:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:
BEGINING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF

NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1.

SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

§ 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the SPUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

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

ADOPTED this _____ day of

_____, 2024.

_____
(Mayor)

NOT ADOPTED this _____day of

_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023
Revisions 1: January 29, 2024
Revisions 2: February 15, 2024
Revisions 3: March 21, 2024

PREPARED BY:

ADG Blatt
920 West Main Street
Oklahoma City, OK 73106
405-232-5700
ablatt@adgblatt.com

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location
B. Existing Land Use and Zoning
C. Elevation and Topography
D. Drainage
E. Utility Services
F. Fire Protection Services
G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted
B. Area Regulations
C. Miscellaneous Development Criteria

EXHIBITS

A. Legal Description of the Property
B. Site Development Plan
C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a commercial development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970s. The south side of the parcel is Lot 1 of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location:

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning:

The Property is currently zoned Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation is Low Density Residential. The properties to the North are designated RM-2, Low-Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography:

The Property slopes from the Southeast to the Northwest comer of the property.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition.

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:

The allowable uses for the Property are attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area.

Maximum Height:

35’-0” and two stories in height.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

3. Traffic Access / Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping / Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties.

Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the access drive on the south side of the property to not impact the root system of the existing tree line.

Large trees on the east side of the property adjacent to Porter Avenue will be preserved if at all possible. The new parking lot will be constructed in a configuration for the existing trees to remain in place.

The large elm tree located in the northwest corner of the property will will remain in place as a part of the development landscaping.

A minimum 15’-0” wide landscaped border will be incorporated adjacent to the bordering residential neighborhoods on the west and north sides of the property.

Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

6. Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

A 6’-0” tall sight proof fence will be installed adjacent to the residential properties at the west and north property lines.

7. Parking

Automobile Parking will be configured so that there are no north facing parking stalls directly adjacent to the north property line.

8. Lighting

Site lighting will be installed with full cut-offs so that light levels at the property line will not exceed 0.5 footcandles.

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

Parking Light Poles will be maximum 20’-0” tall for the development.

9. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following, with an estimated percentage of façade coverage as follows:

Masonry Veneer with a minimum façade coverage of 20% not including doors and windows.
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS) with a maximum façade coverage of 70% not including doors and windows.
Concealed fastener Architectural Metal Panels with a maximum façade coverage of 50% not including doors and windows.

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

BEGNNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1. SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT B
Site Development Plan

EXHIBIT C
Allowable Uses

- Professional office uses, including but not limited to:
  - Accountant
  - Architect
  - Attorney
  - Dentist or dental surgeon
  - Engineer
  - Geologist or geophysicist
  - Physician or surgeon
  - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566.

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023
Revisions 1: January 29, 2024
Revisions 2: February 15, 2024

PREPARED BY:

ADG Blatt
920 West Main Street
Oklahoma City, OK 73106
405-232-5700
ablatt@adgblatt.com

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location
B. Existing Land Use and Zoning
C. Elevation and Topography
D. Drainage
E. Utility Services
F. Fire Protection Services
G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted
B. Area Regulations
C. Miscellaneous Development Criteria

EXHIBITS

A. Legal Description of the Property
B. Site Development Plan
C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a commercial development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970s. The south side of the parcel is Lot 1 of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location:

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning:

The Property is currently zoned Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation is Low Density Residential. The properties to the North are designated RM-2, Low-Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography:

The Property slopes from the Southeast to the Northwest comer of the property.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition.

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:

The allowable uses for the Property are attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area.

Maximum Height:

35’-0” and two stories in height.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

3. Traffic Access / Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping / Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties.

Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the access drive on the south side of the property to not impact the root system of the existing tree line.

The large elm tree located in the northwest corner of the property will will remain in place as a part of the development landscaping.

A minimum 15’-0” wide landscaped border will be incorporated adjacent to the bordering residential neighborhoods on the west and north sides of the property.

Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

6. Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

A 6’-0” tall sight proof fence will be installed adjacent to the residential properties at the west and north property lines.

7. Lighting

Site lighting will be installed with full cut-offs so that light levels at the property line will not exceed 0.5 footcandles.

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

Parking Light Poles will be maximum 20’-0” tall for the development.

8. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)
Concealed fastener Architectural Metal Panels

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

BEGNNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1. SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT B
Site Development Plan

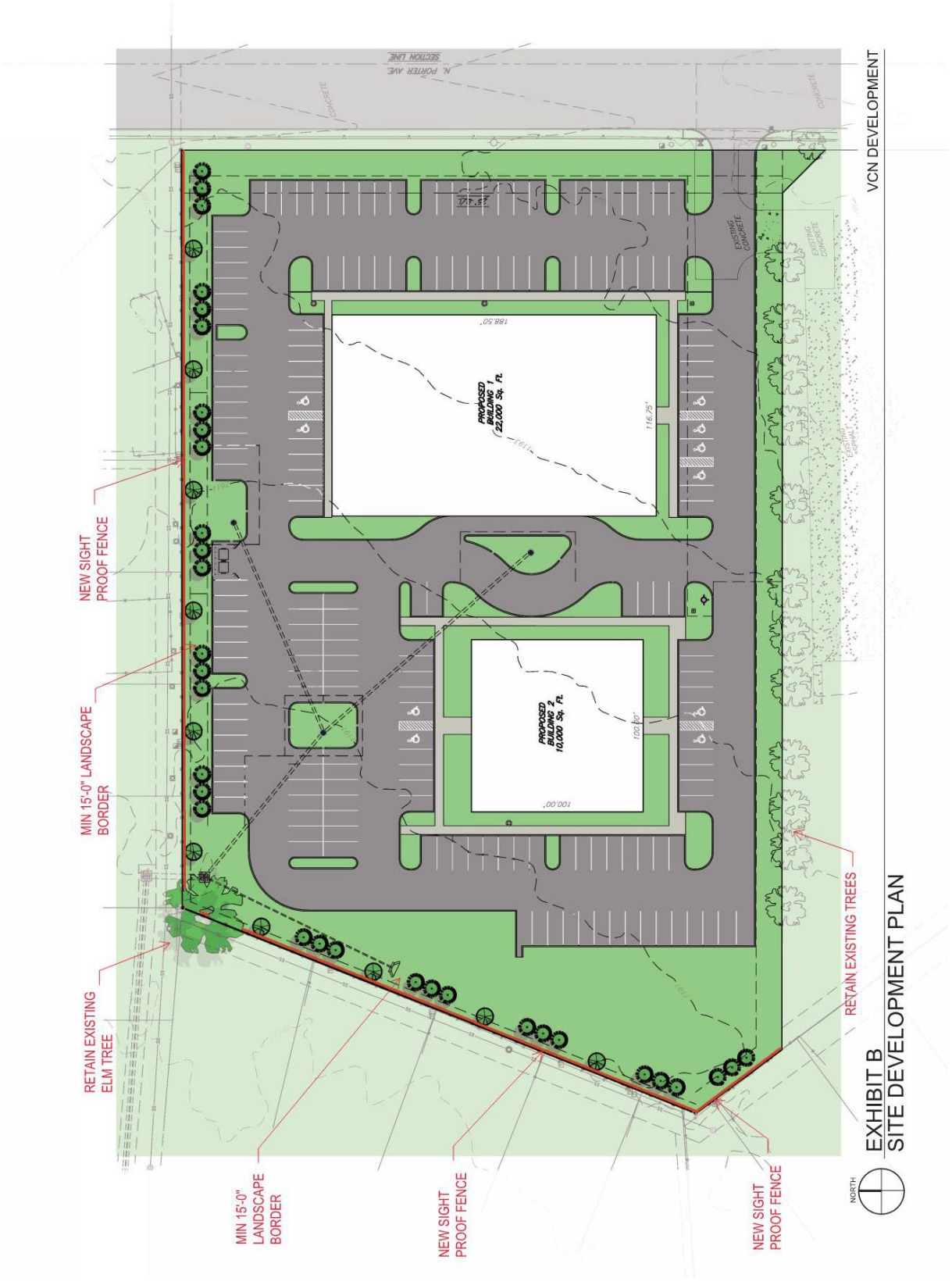


EXHIBIT C
Allowable Uses

- Professional office uses, including but not limited to:
  - Accountant
  - Architect
  - Attorney
  - Dentist or dental surgeon
  - Engineer
  - Geologist or geophysicist
  - Physician or surgeon
  - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566.

RETAIN EXISTING ELM TREE

MIN 15'-0" LANDSCAPE BORDER

NEW SIGHT PROOF FENCE

MIN 15'-0" LANDSCAPE BORDER

NEW SIGHT PROOF FENCE

NEW SIGHT PROOF FENCE

RETAIN EXISTING TREES

RETAIN EXISTING TREES

PROPOSED BUILDING 2
10,000 Sq. Ft.

100.00'

PROPOSED BUILDING 1
22,000 Sq. Ft.

188.50'

116.75'

CONCRETE

N. PORTER AVE.

SECTION LINE

EXISTING CONCRETE

EXISTING CONCRETE

EXISTING ASPHALT

CONCRETE

NORTH

EXHIBIT B
SITE DEVELOPMENT PLAN

VCN DEVELOPMENT

Applicant: Anthony Blatt on behalf of the owner

Project Location: 1720 N. Porter Avenue

Case Number: PD 23-41

Time: 5:30 p.m.

Applicant/Representative:
Anthony Blatt
Julie Blatt
Stephen Landes

Attendees
Erica Bird
Leanna Boyd
Kevin Boyd

City Staff
Kelly Abell, Planner I
Justin Fish, Planner I
Melissa Navarro, Planner II
Lora Hoggatt, Planning Services Manager
Scott Sturtz, Interim Public Works Director
Beth Muckala, City Attorney

Application Summary: The applicant is requesting to rezone from a SPUD, Simple Planned Unit Development, for a single-family residential development to a new SPUD for a medical/office development. The applicant is also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential to Office Designation. This proposal also requires a new preliminary plat.

Neighbor's Comments/Concerns/Responses
The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

RETAIN EXISTING
ELM TREE

MIN 15'-0" LANDSCAPE
BORDER

NEW SIGHT
PROOF FENCE

MIN 15'-0"
LANDSCAPE
BORDER

NEW SIGHT
PROOF FENCE

NEW SIGHT
PROOF FENCE

RETAIN EXISTING TREES

PROPOSED
BUILDING 2
10,000 Sq. Ft.

100.00'

100.00'

PROPOSED
BUILDING 1
22,000 Sq. Ft.

188.50'

116.75'

35' 4/2

N. PORTER AVE.
SECTION LINE

CONCRETE

EXISTING
CONCRETE

EXISTING
CONCRETE

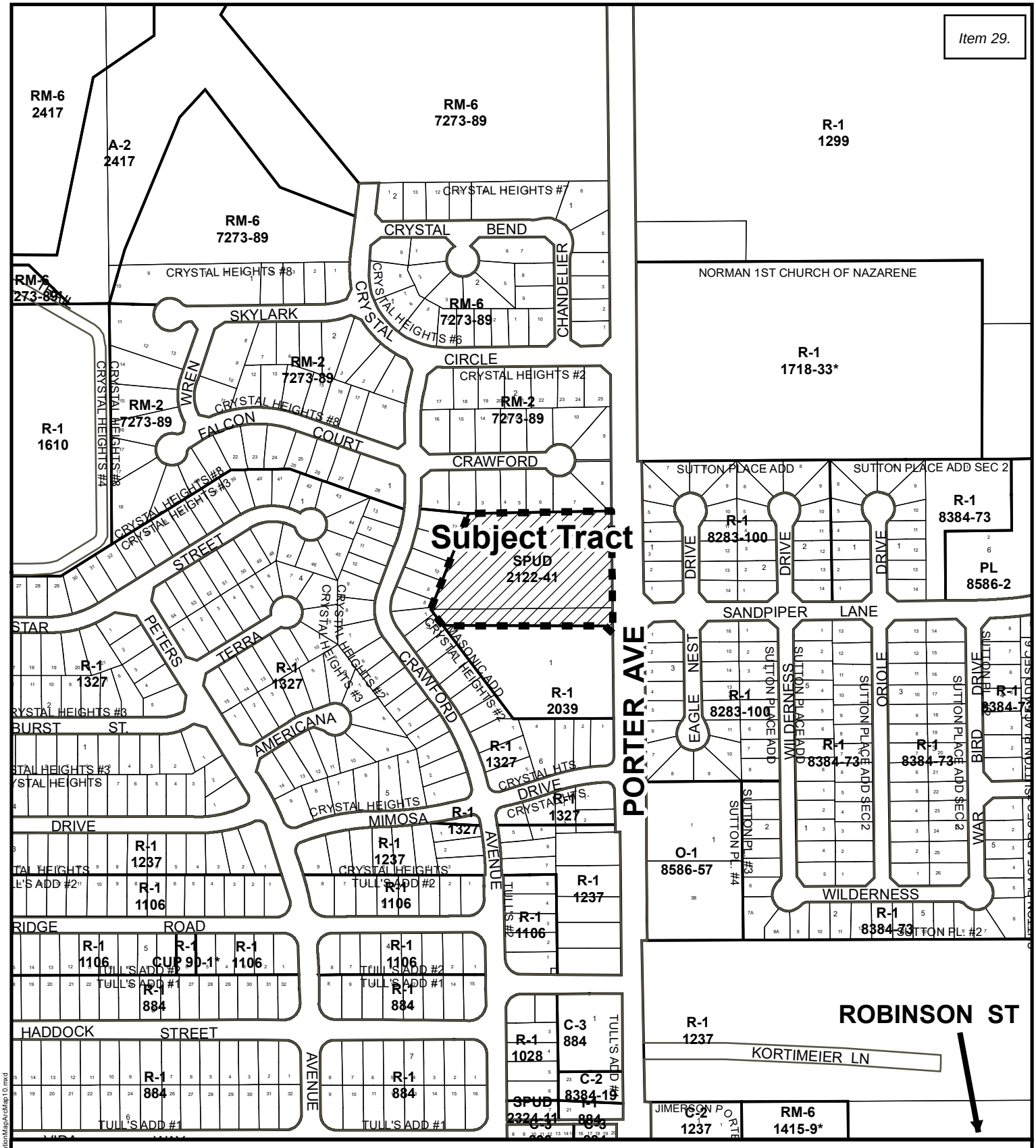
EXISTING
ASPHALT

CONCRETE

NORTH

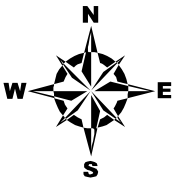
EXHIBIT B
SITE DEVELOPMENT PLAN

VCN DEVELOPMENT



Location Map

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



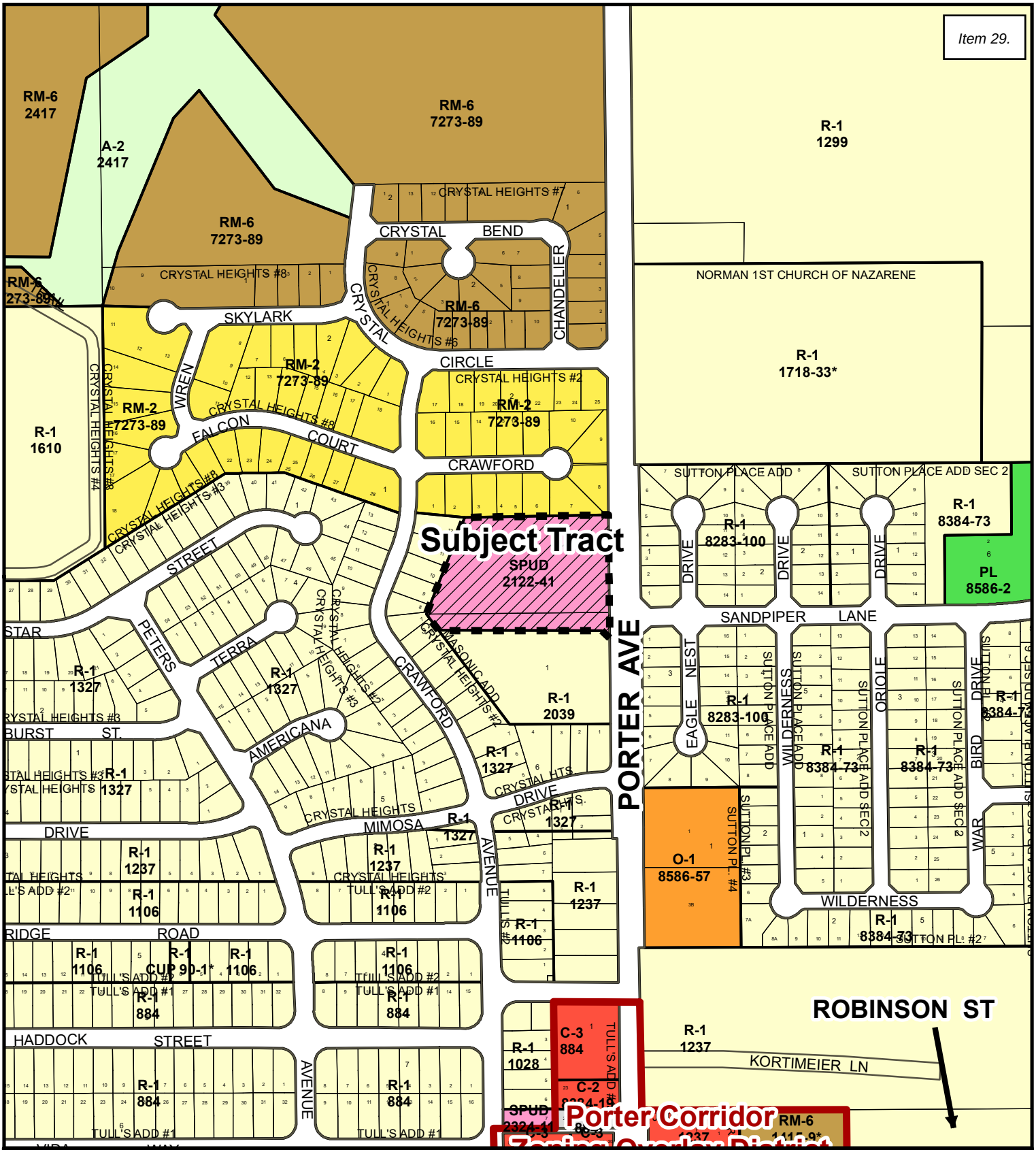
January 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

\\con-iis\cityldepartments\GIS\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd



Location Map

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

N E S W

January 31, 2024

0 200 400 Ft.

Subject Tract

Zoning

603

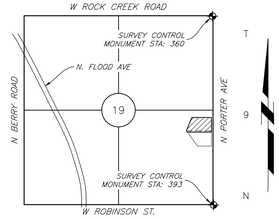
G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

PRELIMINARY PLAT

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



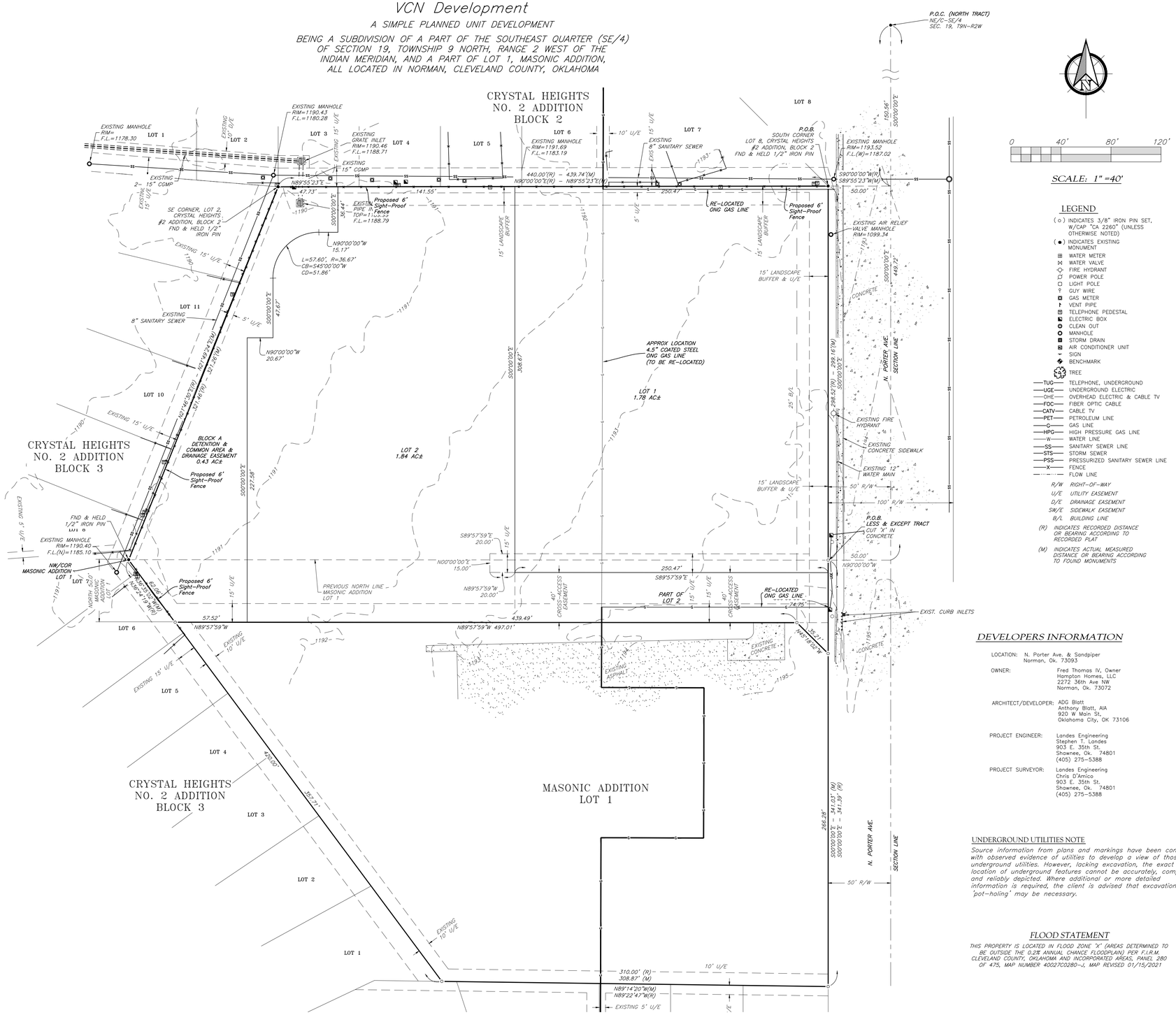
LOCATION MAP
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

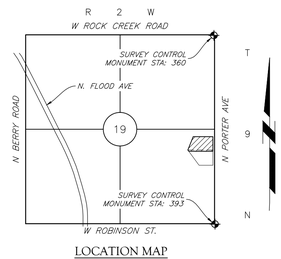

CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 2
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
MASONIC ADDITION LOT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 10
LOT 11
EXISTING MANHOLE RIM=1178.30 F.L.=1178.30
EXISTING MANHOLE RIM=1190.43 F.L.=1180.28
EXISTING GRATE INLET RIM=1190.46 F.L.=1188.71
EXISTING MANHOLE RIM=1191.69 F.L.=1183.19
EXISTING 8" SANITARY SEWER
EXISTING MANHOLE RIM=1193.52 F.L.(W)=1187.02
EXISTING AIR RELIEF VALVE MANHOLE RIM=1099.34
EXISTING 15" CGMP
EXISTING 2" CGMP
EXISTING 15" U/E
EXISTING 10' U/E
EXISTING 5' U/E
10' U/E
15' U/E
SE CORNER, LOT 2, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
EXISTING PIPE IN FENCE TOP=1188.79 F.L.=1188.79
Proposed 6' Sight-Proof Fence
P.O.B. SOUTH CORNER LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
P.O.C. (NORTH TRACT) NE/C-SE/4 SEC. 19, T9N-R2W
RE-LOCATED ONG GAS LINE
APPROX LOCATION 4.5" COATED STEEL ONG GAS LINE (TO BE RE-LOCATED)
15' LANDSCAPE BUFFER & U/E
15' LANDSCAPE BUFFER
25' B/L
50' R/W
100' R/W
N. PORTER AVE.
SECTION LINE
EXISTING FIRE HYDRANT
EXISTING CONCRETE SIDEWALK
EXISTING 12" WATER MAIN
P.O.B. LESS & EXCEPT TRACT CUT 'X' IN CONCRETE
LESS & EXCEPT TRACT
BLOCK A DETENTION & COMMON AREA & DRAINAGE EASEMENT 0.43 AC±
LOT 1 1.78 AC±
LOT 2 1.84 AC±
FND & HELD 1/2" IRON PIN LOT 6
EXISTING MANHOLE RIM=1190.40 F.L.(N)=1185.10
NW/COR MASONIC ADDITION LOT 1
NORTH 50.0' MASONIC ADDITION LOT 1
PREVIOUS NORTH LINE MASONIC ADDITION LOT 1
40' CROSS-ACCESS EASEMENT
PART OF LOT 2
RE-LOCATED ONG GAS LINE
EXISTING CONCRETE
EXISTING ASPHALT
EXIST. CURB INLETS
EXISTING 10' U/E
EXISTING 5' U/E
S90°00'00"W(R) S89°55'23"W(M) 440.00'(R) - 439.74'(M)
N90°00'00"E(R) - N89°55'23"E(M)
S00°00'00"E 150.56'
S00°00'00"E 449.22'
S00°00'00"E - 298.52'(R) - 299.16'(M)
S00°00'00"E 308.67'
S00°00'00"E 227.58'
S00°00'00"E 47.67'
S00°00'00"E 36.44'
N89°55'23"E 47.73'
N89°57'59"W 141.55'
N89°57'59"W 250.47'
N89°57'59"W 497.01'
N89°57'59"W 57.52'
N89°57'59"W 439.49'
N89°57'59"W 310.00' (R) 308.82' (N)
N89°14'20"W(M) N89°22'47"W(R)
S89°57'59"E 20.00'
N00°00'00"E 15.00'
N89°57'59"W 20.00'
N89°57'59"E 250.47'
N90°00'00"W 50.00'
N90°00'00"W 15.17'
N90°00'00"W 20.67'
L=57.60', R=36.67' CB=S45°00'00"W CD=51.86'
S21°46'30"E(R) - S21°46'(M) - 321.26'(M)
N21°46'30"W(R) - N21°46'(M) - 321.26'(M)
N21°49'24"E 321.46'
N21°49'24"W(R) 321.46'
N21°49'24"W(M) 321.26'
N21°49'24"W

DEVELOPMENT PLANS

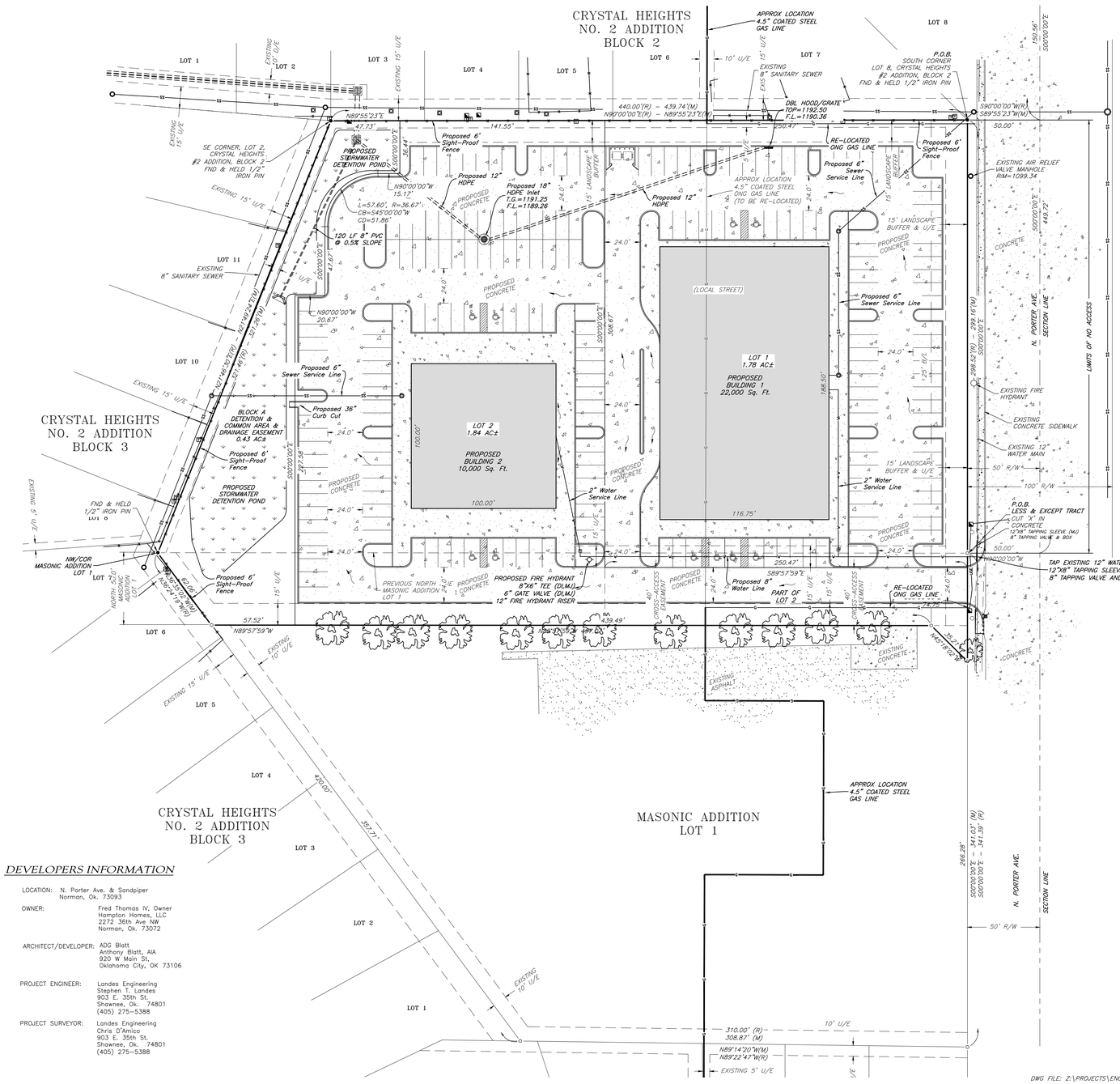
VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'



0 40' 80' 120'

SCALE: 1" =40'

LEGEND

- (o) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG — TELEPHONE, UNDERGROUND
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC & CABLE TV
- FOC — FIBER OPTIC CABLE
- CATV — CABLE TV
- PET — PETROLEUM LINE
- G — GAS LINE
- HPG — HIGH PRESSURE GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- STS — STORM SEWER
- PSS — PRESSURIZED SANITARY SEWER LINE
- X — FENCE
- FLOW LINE

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.337
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

UNDERGROUND UTILITIES NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280--J, MAP REVISED 01/15--2021

LEGAL DESCRIPTION:
(NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W(R), S89°55'23"W(M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.16(M) FEET; THENCE N90°00'00"W(R), N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N21°46'30"E(R), N21°49'24"E(M) A DISTANCE OF 321.46(R), 321.26(M) FEET; THENCE N90°00'00"E(R), N89°55'23"E(M) A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING

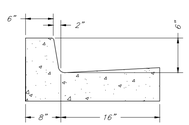
AND

COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.



6" BARRIER CURB & GUTTER
NOT TO SCALE
(NORMAN STANDARD 'ST 11')
(SEE DETAIL, SHEET P-3)

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

DWG FILE: Z:\PROJECTS\ENGINEERING\2021\ENG 1208-21 HAMPTON INVEST. NORMAN\SITE DESIGN_REVISED.DWG

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Title Sheet
Sheet: C - 1
Design: STL | Check: STL
Drawn: mj | Date: 1/29/2024

Revisions

No.	Date	Desc
1	10/10/2022	MARK-UPS PER CITY REVIEW

Stephen T. Landes OK #19539 Date

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 02/08/2024

REQUESTER: Anthony Blatt, on behalf of the Owner

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

APPLICANT/REPRESENTATIVE	Anthony Blatt, ADGBlatt, on behalf of the owner Hampton Investments Prime, L.L.C. – Owner
WARD	8
CORE AREA	No

BACKGROUND: The applicant is requesting to rezone the subject property from the Avadon Terrace SPUD, Simple Planned Unit Development, which allowed for a single-family residential development, to a new SPUD to allow for an office development with two lots, two buildings and associated parking. The subject property is approximately 4 acres. The property is currently vacant.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC24-01 January 16, 2024

The January meeting of the Greenbelt Commission was canceled due to inclement weather. Because this Commission is advisory to Planning Commission, the cancelation of meetings does not preclude items from moving forward. There are required sidewalks along Porter and no other trail designations.

PRE-DEVELOPMENT MEETING: PD23-41, January 25, 2024

The applicant explained there will be two buildings on the site, one used for a medical use and the other used as medical or office space. Neighbors were concerned with landscaping items, specifically a large ash tree at the corner of the lot and the types of trees to be planted. The applicant explained they've designed the site in order to leave the large tree undisturbed and explained the typical plants they use in their designs. The neighbors asked what kind of screening would be placed between the residential uses and the new development. The applicant explained there will be a 6' stockade fence along the property lines abutting residential properties. The neighbors were concerned about the parking lot lighting. The applicant explained they will meet the City requirements for full cut-off lights and they will be placed to shine toward the buildings and Porter and not toward the residential uses.

BOARD OF PARKS COMMISSIONERS:

A meeting with the Board of Parks Commissioners was not required for this application because it is a commercial development with no residential components.

ZONING ORDINANCE CITATION:

SEC 36-510 – SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for

the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The current zoning is Avadon Terrace SPUD, Simple Planned Unit Development, Ordinance No. O-2122-41, which allows for the development of single-family residential on smaller lots than typical R-1 developments.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The proposed uses for the subject property are listed in Exhibit C. The applicant intends to use the property for a medical office in one building and another office in the second.

SITE PLAN/ACCESS: The site plan presented as Exhibit B in the SPUD Narrative shows an entrance to Lot 1 and Lot 2 from Porter Avenue. There is an existing traffic light at this intersection. Two buildings are proposed in this development. The building closest to the street is proposed to be approximately 22,000 square feet. The building to the west is proposed to be approximately 10,000 square feet. Parking is proposed around both buildings. The stormwater detention pond is proposed along the western boundary of the subject property.

LANDSCAPING: This development will include large trees to be planted in accordance with Appendix D of the Zoning Ordinance, Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. The large tree at the northwest side of the lot will be preserved if possible. Large trees between the subject property and the Masonic Lodge to the south will remain.

SIGNAGE: All signs shall comply with the requirements outlined in the City's sign code, Chapter 28, Section 28-506, Office Zone Sign Standards.

LIGHTING: All exterior lighting shall be installed in conformance with the City of Norman's commercial outdoor lighting standards, as described in Section 36-549, as amended from time to time.

SANITATION/UTILITIES: The utility services for this development are existing. Roll off dumpsters will be used for temporary construction purposes.

PARKING: Parking shall be developed in compliance with the parking layout shown on Exhibit B Site Plan, subject to changes allowed by Chapter 36-510 (k). The parking shall be installed to Norman's applicable parking ordinances as amended from time to time.

SIDEWALKS: There is an existing sidewalk which runs adjacent to Porter Avenue. Sidewalks will be installed in compliance with the City of Norman's standards.

EXTERIOR BUILDING MATERIALS: The SPUD Narrative states the exterior materials will include masonry veneer, simulated stucco/exterior insulation and finish systems (EIFS), and concealed fastener architectural metal panels.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed uses for the SPUD, Simple Planned Unit Development, are similar to the existing office uses to the south of this proposal. City Staff does not anticipate negative traffic impacts – access is by way of a signalized intersection.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Items dealing with hydrants and fire code will be handled at the time of building permit.

PUBLIC WORKS/ENGINEERING: Please see the attached staff report from Engineering staff regarding the outstanding review items for this site.

TRAFFIC ENGINEER: Please see the attached report from the City Traffic Engineer.

UTILITIES: Items regarding water line design will be handled at building permit stage.

CONCLUSION:

Part of the requirements for a SPUD is to have an approved preliminary site development plan. Due to late submittal of the companion item: preliminary plat and preliminary site development plan, and ongoing review of those documents, this item does not have the required preliminary site development plan. The SPUD request cannot stand on its own merits, an approved preliminary site development plan must move forward with this item.

Staff forwards this request for rezoning to a new SPUD, Simple Planned Unit Development, and Ordinance No. O-2324-38 to the Planning Commission for consideration and recommendation to City Council.

VCN Development

A Simple Planned Unit Development

Norman, Oklahoma

APPLICANT:

ADG Blatt / Architect on behalf of the Developer

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted December 1, 2023
Revisions January 29, 2024

PREPARED BY:

ADG Blatt
920 West Main Street
Oklahoma City, OK 73106
405-232-5700
ablatt@adgblatt.com

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location
B. Existing Land Use and Zoning
C. Elevation and Topography
D. Drainage
E. Utility Services
F. Fire Protection Services
G. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted
B. Area Regulations
C. Miscellaneous Development Criteria

EXHIBITS

A. Legal Description of the Property
B. Site Development Plan
C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development seeks to rezone a tract of property, containing approximately 4.05 acres, located in Ward 8 of the City of Norman. The site will be a commercial development. The property is located on the west side of Porter Avenue just under a half mile north of Robinson Street. It is surrounded on the north and west sides by Crystal Heights No. 2 Addition which was developed in the mid-1970s. The south side of the parcel is Lot 1 of the Masonic Addition. To allow for proper street alignment, the north 50 feet of Lot 1, Masonic Addition was purchased to be included in this development and utilized for the parking drive alignment that will be constructed on the south side of the property. The property is more particularly described on the attached Exhibit A (the "Property"). The Property is currently zoned Avadon Terrace Planned Unit Development, which does not accommodate the proposed commercial development, therefore, the Applicant seeks to rezone the Property to allow for the commercial site layout.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location:

The property is located on the west side of Porter Avenue just under ½ mile north of Robinson Street.

B. Existing Land Use and Zoning:

The Property is currently zoned Avadon Terrace Planned Unit Development and the Property's NORMAN 2025 Land Use Plan Designation isLow Density Residential. The properties to the North are designated RM-2, Low-Density Apartment District with all additional urban developed properties surrounding the property being R-1, Single-Family Dwelling District.

C. Elevation and Topography:

The Property slopes from the Southeast to the Northwest comer of the property.

D. Drainage

As defined above, the topography falls at an average 1.0% slope to the Northwest corner. During development of Crystal Heights No.2 Addition, a storm sewer system was developed to collect storm sewer from this parcel to an underground system serving Crystal Heights Addition. The end of the pipe will be modified with a control box that will regulate the pre & post development flow conditions not to exceed the capacity of the existing system by meeting or exceeding the reduction in pre-development flow conditions.

E. Utility Services

The Property has a 12" water main located along North Porter Avenue and 8" sanitary sewer lines around the perimeter of the Crystal Heights No. 2 Addition.

The necessary utility services for this development are existing or will be capable of being extended to provide full service.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations. Required fire hydrants are existing or will be installed to meet City of Norman code requirements.

G. Traffic Circulation and Access

An additional 50' was obtained from Lot 1 of the Masonic Addition to allow alignment with the south parking lot drive lane and the existing traffic light located at the intersection.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate commercial development. The Property shall be developed in compliance with the Site Development Plan, attached hereto as Exhibit B. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property. Two (2) commercial lots are proposed in this development.

A. Uses Permitted:
The allowable uses for the Property is attached as Exhibit C.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Minimum lot size shall be 40,000 square feet.

Front Yard:

The minimum depth of the front yard setback shall be twenty five (25') feet.

Rear Yard:

The minimum depth of the rear yard setback shall be fifteen (15') feet.

Lot Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than seventy-five percent (75%) of the total lot area.

Maximum Height:

35'-0" and two stories in height.

C. Miscellaneous Development Criteria

1. Site Plan

The Site Development Plan for the Property is concurrently submitted with this SPUD and shall be incorporated herein as an integral part of the SPUD and the development of the property shall be constructed as presented thereon, subject to final design development and the changes allowed by Section 36-510(k) of the City of Norman's SPUD Ordinance.

2. Signage

The entrance to the Property from Porter Avenue may contain entryway signage on a monument sign. The signage may be lighted and landscaped with appropriate vegetation as not to interfere with traffic sight lines. All signage will have a maximum area of 490 sq. ft.

3. Traffic Access/Circulation and Sidewalks

Access to the property is at the intersection of Porter Avenue and Sandpiper Lane which will align with the parking drive lane on the south side of the property. Sidewalks will be installed in compliance with the City's standards.

4. Landscaping/Parkland

Landscaping for the development shall be provided in accordance with City of Norman standards. Basis of design shall be provided for O-1, Office-Institutional District zoned properties. Large trees between the existing Masonic Lodge and the proposed entrance and development will be preserved if at all possible. Utilities will all be constructed on the north side of the access drive on the south side of the property to not impact the root system of the existing tree line. Trees must be selected from the list provided in Appendix D of the City of Norman Zoning Ordinance and be at least 2" caliper (diameter measured 6" above ground level).

5. Roll Off Dumpsters

Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

Fencing and Screening

Fencing for the property will be installed in accordance with Section 36-552, Fencing, Walls, and Screening.

Lighting

All exterior lighting will be installed in accordance with Section 36-549, Commercial Outdoor Lighting Standards.

6. Exterior Building Materials

Exterior materials used in construction of the buildings will include the following:

Masonry Veneer
Simulated Stucco / Exterior Insulation and Finish Systems (EIFS)
Concealed fastener Architectural Metal Panels

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS:

BEGNNING AT THE NORTHEAST CORNER (NE/C) OF LOT ONE (1), BLOCK ONE (1) OF MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH ALONG THE WEST 100 FOOT RIGHT OF WAY LINE OF NORTH PORTER AVENUE A DISTANCE OF 298.52 FEET TO THE SOUTH CORNER OF LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID CRYSTAL HEIGHTS #2 ADDITION A DISTANCE OF 440.00 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 2 OF SAID CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF CRYSTAL HEIGHTS #2 ADDITION, BLOCK 3, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 321.46 FEET TO THE NORTHWEST CORNER (NW/C) OF SAID MASONIC ADDITION, LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID MASONIC ADDITION, LOT 1, A DISTANCE OF 559.25 FEET TO THE POINT OF BEGINNING, THE NORTH 50.00 FEET OF SAID MASONIC ADDITION, LOT 1. SAID DESCRIBED TRACT CONTAINS A TOTAL OF 4.04 ACRES, MORE OR LESS.

EXHIBIT C
Allowable Uses

- Office buildings and offices for such professional services as follows:
    - Accountant
    - Architect
    - Attorney
    - Dentist or dental surgeon
    - Engineer
    - Geologist or geophysicist
    - Physician or surgeon
    - Registered nurse
- No retail sales nor stock of goods shall be permitted other than the incidental sale of merchandise within the above professional uses or a pharmacy which may be located only in a building providing space for medical offices.
- Childcare center as specified in NCC 36-566
-

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

NORMAN 2025, SPUD Zoning & Preliminary Plat

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-104: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. NORMAN 2025 Map
   3. Pre-Development Summary

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-38: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. Location Map
   3. Zoning Map
   4. SPUD Narrative with Exhibits A-C
   5. Preliminary Plat
   6. Development Plan
   7. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY ANTHONY BLATT, ON BEHALF OF THE OWNER FOR VCN DEVELOPMENT, A SIMPLE PLANNED UNIT DEVELOPMENT. (1720 NORTH PORTER AVENUE)

   ITEMS SUBMITTED FOR THE RECORD:
   1. Staff Report
   2. Transportation Impacts
   3. Location Map
   4. Preliminary Plat
   5. Development Plan
   6. Pre-Development Summary

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Kindel asked if there will be a shared entry off Porter at the light. Ms. Hoggatt responded affirmatively.

PRESENTATION BY THE APPLICANT: Anthony Blatt is representing a client that wishes to purchase the property to put a medical facility on it, which the current zoning does not allow. The original land use plan allowed for institutional, but changed to residential when the most recent SPUD was done. They are proposing to develop two buildings on the site. The client has not purchased the property yet. The development plan shows a 22,000 sq. ft. office building on the east, and 10,000 sq. ft. office space. The buildings have not yet been designed. They would like to have all comments on the drainage calculations addressed when this goes to Council, so the client can purchase the property and go forward with design of the buildings.

Mr. Griffith asked if the buildings will be single story. Mr. Blatt responded affirmatively.

Ms. McKown noted the design shows the trees on the south border, but does not show the ash tree that the neighbors were concerned with. Mr. Blatt stated that the ash tree is to remain, and it needs to be shown on the site plan, and they are willing to amend the SPUD document to include it.

Mr. Brewer asked how the number of parking spaces was determined. Mr. Blatt explained that the client wants to make sure there is enough parking for staff and the people coming to the facility. They do exceed the current parking ordinance; they will be happy to make adjustments to meet the ordinance.

Ms. Kindel asked about the second building. Mr. Blatt said they will not be building the additional parking or the building until they know who will be occupying it. Ms. Kindel asked how many of the parking spaces shown on the plan will be for the first building. Mr. Blatt said approximately 2/3 of the parking spaces.

Mr. Griffith asked if there will be suites for rent. Mr. Blatt said it will be a single use medical facility in the larger building.

Ms. Bird asked for clarification on the lighting. Mr. Blatt responded that they want to be good neighbors. They are concerned about uniform light distribution for safety in the parking lot. They would be willing to work with staff and adjacent property owners to make sure the lights are appropriate.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer asked what the parking requirement is. Ms. Hudson responded that the parking ordinance was recently changed from requirements to recommendations in the commercial, office and retail sectors. Mr. Brewer commented that he likes the single user, but thinks there needs to be more definition of the parking needs.

Mr. Jablonski was concerned with the amount of concrete, stormwater runoff, and h[illegible] that will be generated by the parking lot. He thinks there needs to be a tree buffer on the north and west.

Mr. Brewer asked if there is any type of buffer planned. Mr. Blatt said they plan a 6' sight-proof fence on the north and west and a 20' landscape border.

Ms. Bird commented on the lack of a stormwater report. Mr. McDaniel pointed out that they will have to meet the standards before their building permit will be approved.

Ms. Kindel is concerned about the number of parking spaces. She would also like to see greenspace in the northwest area.

Motion made by McDaniel, seconded by Parker, to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council.

Voting Yea: McDaniel, McKown, Bird, Griffith, Parker
Voting Nay: Brewer, Jablonski, Kindel

The motion to recommend approval of Resolution No. R-2324-104, Ordinance No. O-2324-38, and PP-2324-13 to City Council was adopted by a vote of 5-3.

*

File Attachments for Item:

30. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/26/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-13 PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED APPROXIMATELY ONE-HALF MILE NORTH OF ROBINSON STREET ON THE WEST SIDE OF PORTER AVENUE.)

BACKGROUND:

This item is a preliminary plat for VCN Development Addition, a Simple Planned Unit Development, that is generally located approximately one-half mile north of Robinson Street on the west side of Porter Avenue. The preliminary plat consists of 7.16 acres with Three (3) lots. The Masonic Lodge lot consist of 2.79 acres. The two (2) north lots consist of 4.37 acres. With the subdividing of the Masonic Lodge platted lot, a Replat will need to go through the process at a later date.

Planning Commission, at its meeting of February 8, 2024, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan placing a portion of this property in the Office Designation and removing it from Residential Designation and recommended to City Council placing a portion of this property in the SPUD, Simple Planned Unit Development and removing it from SPUD, Simple Planned Unit Development. Also, Planning Commission recommended to City Council that the preliminary plat for VCN Development Addition, a Simple Planned Unit Development be approved.

DISCUSSION:

The proposed 32,000 square foot medical clinic/office development is expected to generate approximately 1,427 trips per day, 93 AM peak hour trips, and 278 PM peak hour trips. The development is proposed for location on the west side of Porter Avenue opposite Sandpiper Lane. Obviously being above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was required to submit a traffic information statement with this application. On behalf of the developer Landes Engineering, LLC, submitted the traffic information statement. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	BACKGROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Porter Avenue	4	13,991	1,427	15,418	34,200	40.91	45.08

The proposed development will access Porter Avenue through the existing traffic signal at Sandpiper Lane. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PUBLIC IMPROVEMENTS.

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

2. **Sanitary Sewers**. Sanitary sewer mains are existing..

3. **Sidewalks**. There is an existing sidewalk adjacent to Porter Avenue.

4. **Storm Sewers**. Stormwater runoff will be conveyed to proposed privately maintained detention facility.

5. **Streets**. Porter Avenue paving is existing.

6. **Water Mains**. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards to serve fire hydrants within the property. There is an existing 12-inch water main located within the Porter Avenue right-of-way

PUBLIC DEDICATIONS.

1, **Rights-of-Way and Easements**. All rights-of-way and easements will be dedicated to the City with final platting.

RECOMMENDATIONS:

Staff recommends approval of the preliminary plat for VCN Development Addition, a Simple Planned Unit Development.

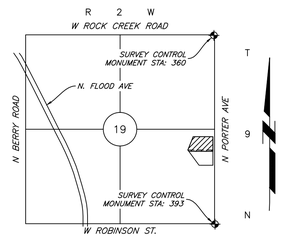
Reviewed by: Scott Sturtz, Interim Director of Public Works
Jane Hudson, Director of Planning/Community Development
Chris Mattingly, Director of Utilities
Kathryn Walker, City Attorney
Darrel Pyle, City Manager

DEVELOPMENT PLANS

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

SCALE: 1" = 2000'

LEGAL DESCRIPTION:
(NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W(R), S89°55'23"W(M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.16(M) FEET; THENCE N90°00'00"W(R), N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N21°46'30"E(R), N21°49'24"E(M) A DISTANCE OF 321.46(R), 321.26(M) FEET; THENCE N90°00'00"E(R), N89°55'23"E(M) A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING

AND

COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 0.63 ACRES, MORE OR LESS. 3.38 ACRES, MORE OR LESS, REMAINING.

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: (North Tract) Fred Thomas IV, Owner Hampton Homes, LLC 2272 36th Ave NW Norman, Ok. 73072

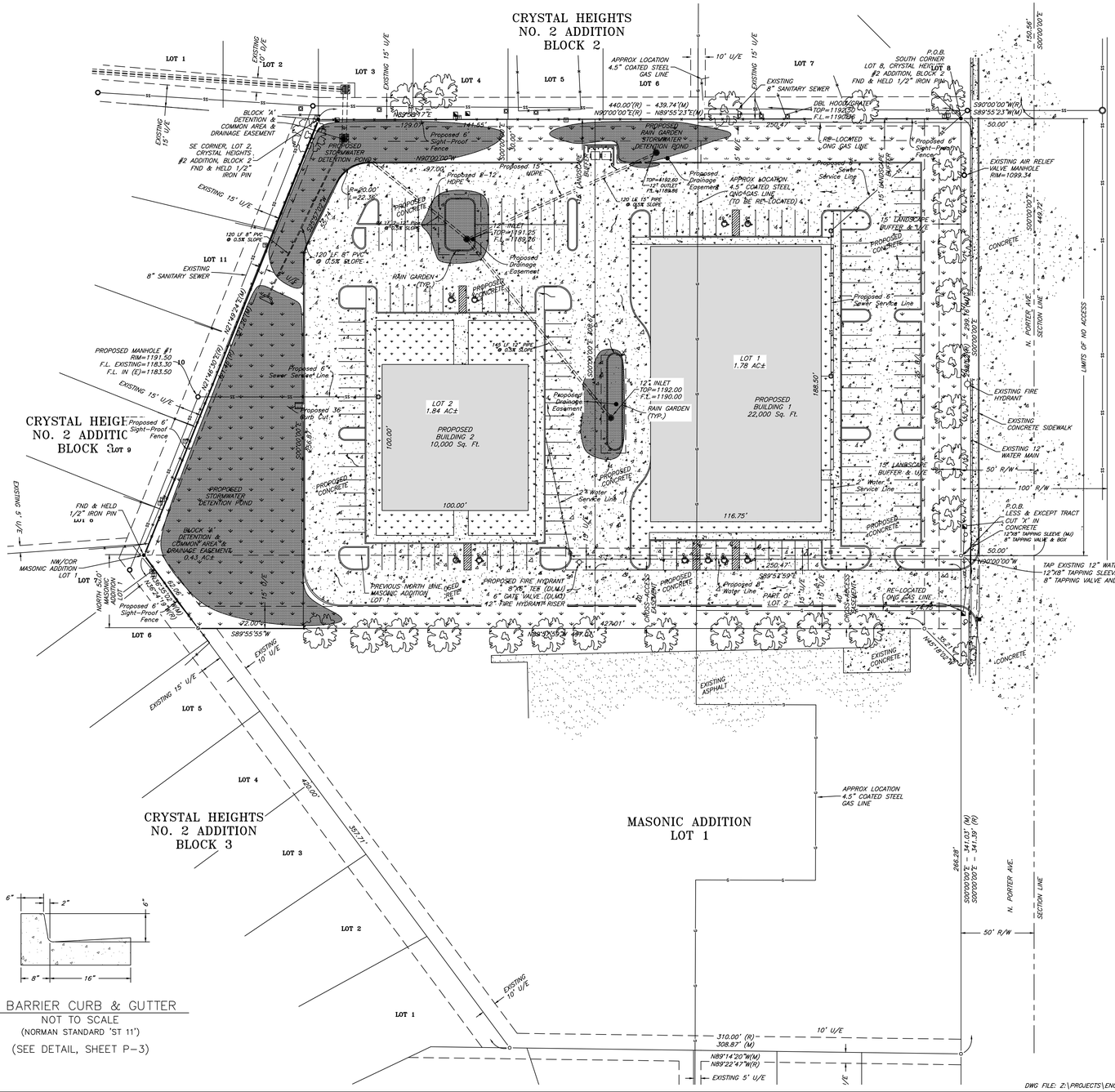
OWNER: (South Tract) Norman Masonic Lodge No. 38 A.F. & A.M.

ARCHITECT/DEVELOPER: ADG Blatt Anthony Blatt, AIA 920 W Main St, Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering Stephen T. Landes 903 E. 35th St., Shawnee, Ok. 74801 (405) 275-5388

PROJECT SURVEYOR: Landes Engineering Chris D'Amico 903 E. 35th St., Shawnee, Ok. 74801 (405) 275-5388

CURRENTLY ZONED: R-1 Single Family Residential Special Use For Masonic Lodge And SPUD, Simple Planned Unit Development



6" BARRIER CURB & GUTTER

NOT TO SCALE

(NORMAN STANDARD 'ST 11')

(SEE DETAIL, SHEET P-3)

0 40' 80' 120'

SCALE: 1" =40'

LEGEND

- (o) INDICATES 3/8" IRON PIN SET, W/CAP "OA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG — TELEPHONE, UNDERGROUND
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC & CABLE TV
- FOC — FIBER OPTIC CABLE
- CATV — CABLE TV
- PET — PETROLEUM LINE
- G — GAS LINE
- HPG — HIGH PRESSURE GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- STS — STORM SEWER
- PSS — PRESSURIZED SANITARY SEWER LINE
- X — FENCE
- FLOW LINE

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

UNDERGROUND UTILITIES NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280--J, MAP REVISED 01/15-2021

STORMWATER FLOW

THE PROPERTY IS TO BE GRADED AND STORMWATER RUNOFF IS TO BE DIRECTED TOWARDS THE PROPOSED "RAIN GARDEN" DETENTION AREAS AND DRY STORMWATER DETENTION AREA (BLOCK "A") LOCATED ON THE WEST SIDE OF THE PROPERTY. THE STORMWATER IS TO BE DETAINED IN THE PROPOSED DETENTION AREA AND DISCHARGED INTO THE EXISTING CITY STORMWATER SYSTEM.

DWG FILE: Z:\PROJECTS\ENGINEERING\2021\ENG 1208-21 HAMPTON INVEST. NORMAN\SITE DESIGN_REVISED.DWG

Revisions

No.	Date	Desc
1	02/07/2024	Mark-ups Per City Review

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Title Sheet
Design: STL | Check: STL | Date: 2/14/2024
Drawn: ml
Sheet: C-1

OKLAHOMA PROFESSIONAL ENGINEER STEPHEN T. LANDES 19539

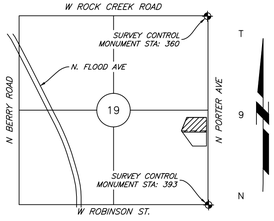
Stephen T. Landes, P.E. #19539 — 3/25/2024 Date

PRELIMINARY PLAT

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

LEGAL DESCRIPTION:
(NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W(R), S89°55'23"W(M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.16(M) FEET; THENCE N90°00'00"W(R), N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N21°46'30"E(R), N21°49'24"E(M) A DISTANCE OF 321.46(R), 321.26(M) FEET; THENCE N90°00'00"E(R), N89°55'23"E(M) A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING

AND

COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING. CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.

STORMWATER FLOW

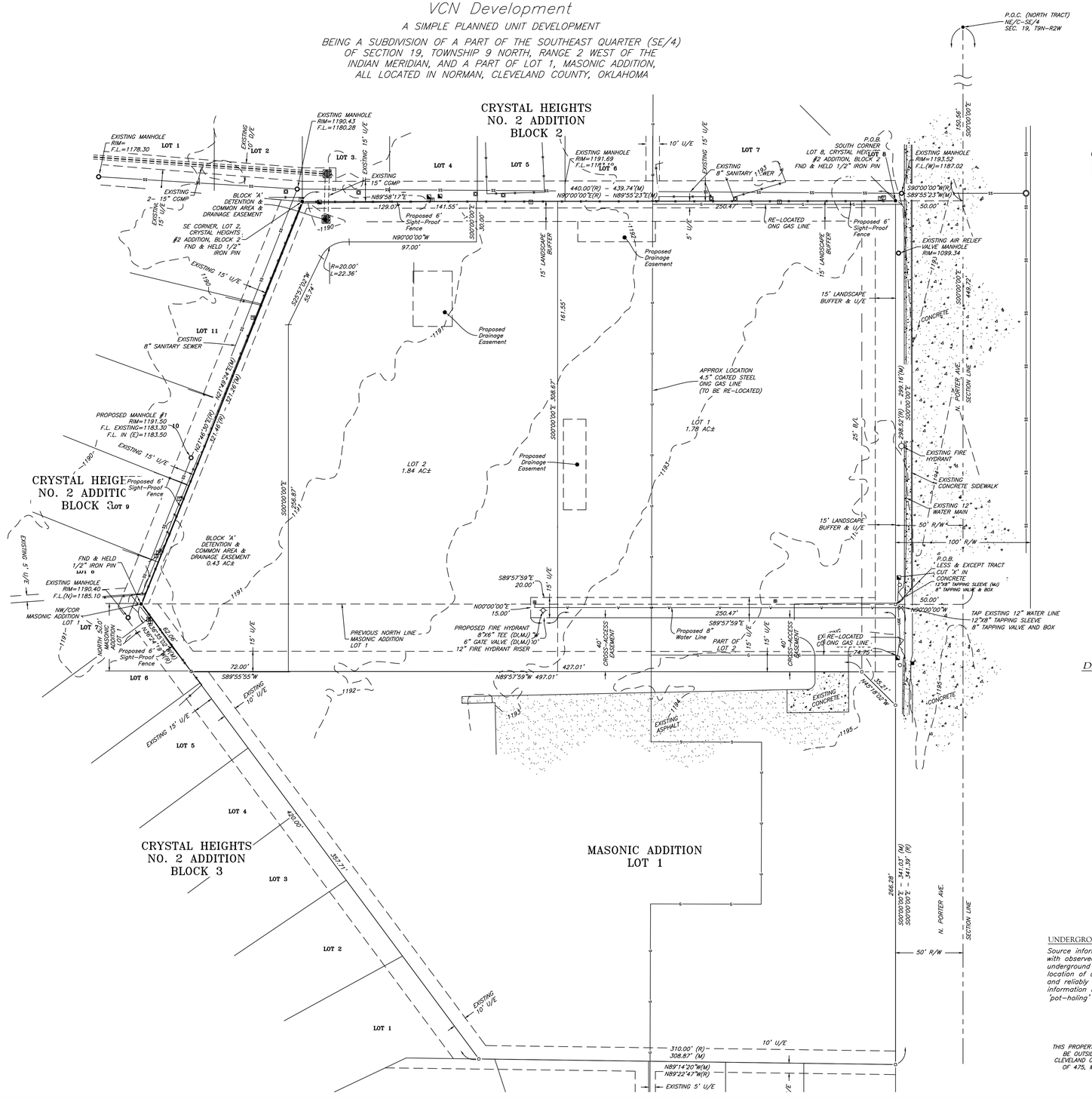
THE PROPERTY IS TO BE GRADED AND STORMWATER RUNOFF IS TO BE DIRECTED TOWARDS THE PROPOSED "RAIN GARDEN" DETENTION AREAS AND DRY STORMWATER DETENTION AREA (BLOCK "A") LOCATED ON THE WEST SIDE OF THE PROPERTY. THE STORMWATER IS TO BE DETAINED IN THE PROPOSED DETENTION AREAS AND DISCHARGED INTO THE EXISTING CITY STORMWATER SYSTEM.

STORMWATER DETENTION AREA (BLOCK 'A') MAINTENANCE

PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING STORMWATER DETENTION AREA AND POND UNTIL SUCH TIME A HOMEOWNER ASSOCIATION IS FORMED. AT SUCH TIME, RESPONSIBILITY FOR STORMWATER DETENTION AREA AND POND MAINTENANCE SHALL FALL UPON HOMEOWNER ASSOCIATION.
THE CITY OF NORMAN WILL NEVER BE RESPONSIBLE FOR STORMWATER DETENTION AREA AND POND MAINTENANCE.

STORMWATER DETENTION AREA MAINTENANCE

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



SCALE: 1" =40'

LEGEND

- (○) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG— TELEPHONE, UNDERGROUND
- UGE— UNDERGROUND ELECTRIC
- OHE— OVERHEAD ELECTRIC & CABLE TV
- FOC— FIBER OPTIC CABLE
- CATV— CABLE TV
- PET— PETROLEUM LINE
- G— GAS LINE
- HPG— HIGH PRESSURE GAS LINE
- W— WATER LINE
- SS— SANITARY SEWER LINE
- STS— STORM SEWER
- PSS— PRESSURIZED SANITARY SEWER LINE
- X— FENCE
- FLOW LINE
- R/W — RIGHT-OF-WAY
- U/E — UTILITY EASEMENT
- D/E — DRAINAGE EASEMENT
- SW/E — SIDEWALK EASEMENT
- B/L — BUILDING LINE
- (R) INDICATES RECORDED DISTANCE OR BEARING ACCORDING TO RECORDED PLAT
- (M) INDICATES ACTUAL MEASURED DISTANCE OR BEARING ACCORDING TO FOUND MONUMENTS

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper
Norman, Ok. 73093

OWNER: (North Tract) Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

OWNER: (South Tract) Norman Masonic Lodge
No. 38 A.F & A.M.

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St,
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

CURRENTLY ZONED: R-1 Single Family Residential
Special Use For Masonic Lodge
And SPUD, Simple Planned Unit Development

UNDERGROUND UTILITIES NOTE

Source information from plans and markings have been combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation or 'pot-holing' may be necessary.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280-J, MAP REVISED 01/15/2021

Revisions

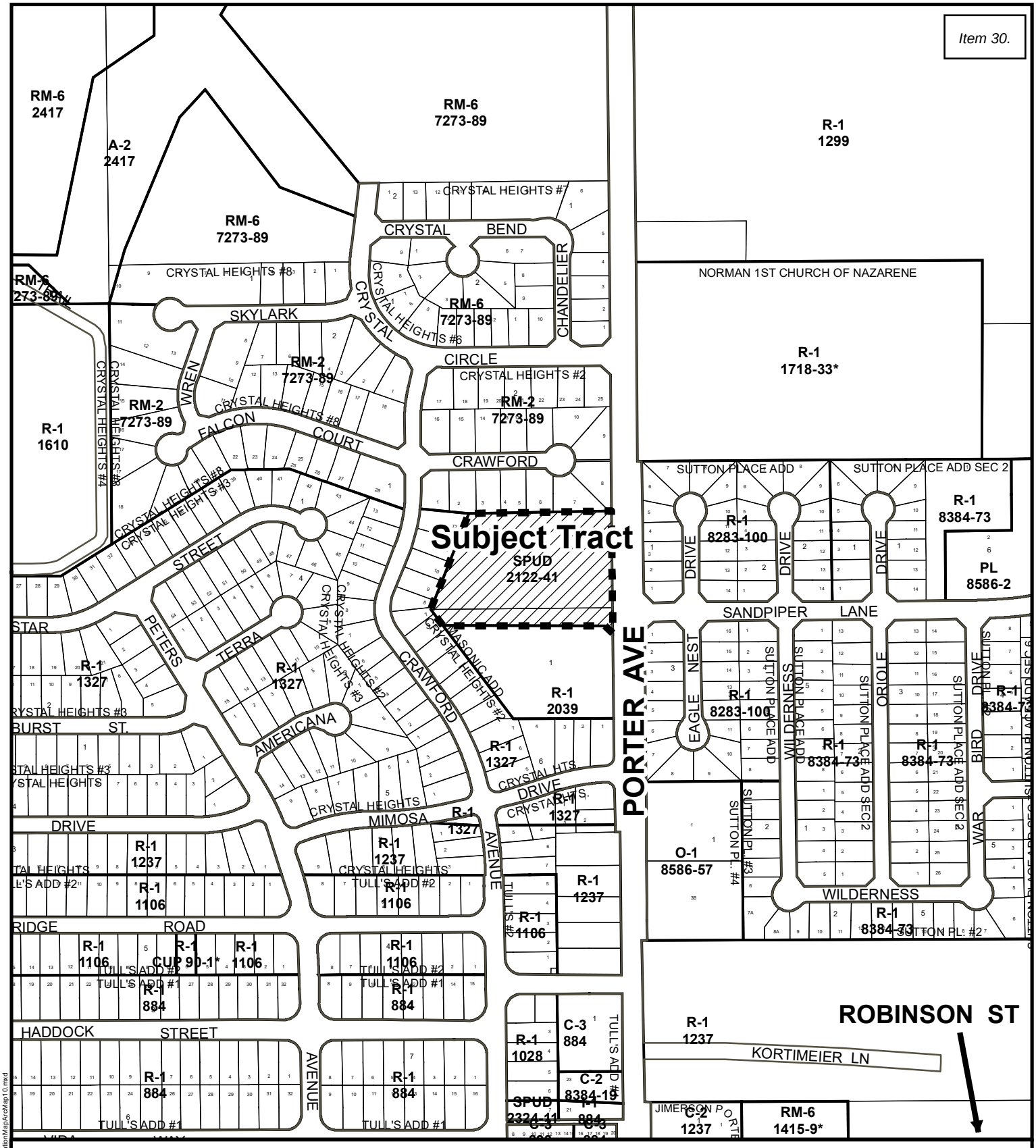
No.	Date	Desc
1	02/07/2024	Mark-ups Per City Review

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Preliminary Plat
Design: STL | Check: STL | Date: 01/29/2024
Drawn: ml
Sheet: 1 of 1

02/29/2024
Date

Stephen T. Landes P.E. #19539



Location Map

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

N W E S

January 2, 2024

0 200 400 Ft.

Subject Tract

Zoning

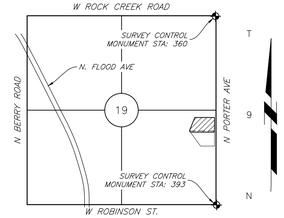
\\con-isilon\city\departments\GIS\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

PRELIMINARY PLAT

VCN Development

A SIMPLE PLANNED UNIT DEVELOPMENT

BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN NORMAN, CLEVELAND COUNTY, OKLAHOMA



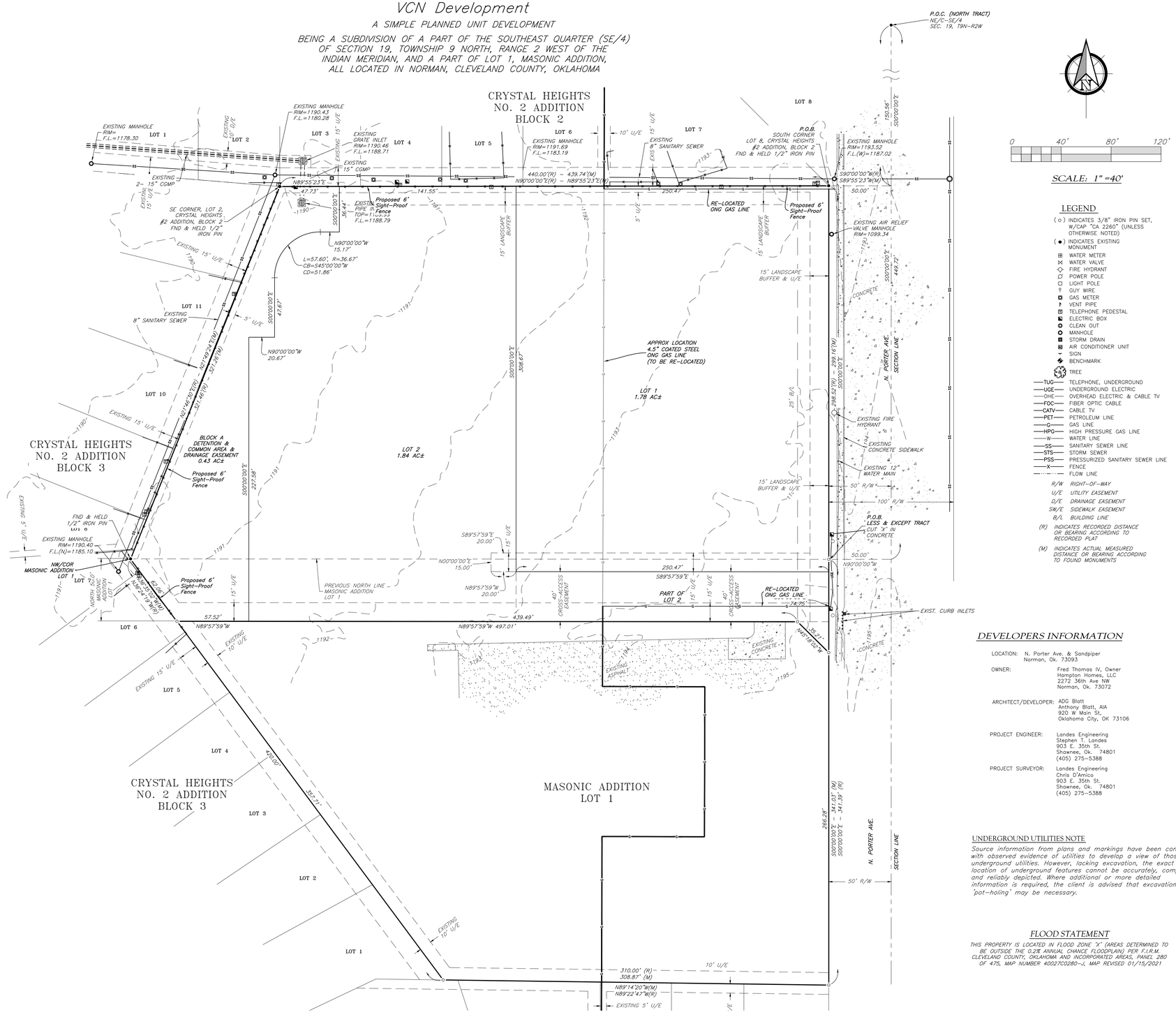
LOCATION MAP
SCALE: 1" = 2000'

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.327
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

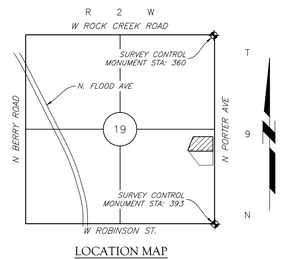

CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 2
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
CRYSTAL HEIGHTS NO. 2 ADDITION BLOCK 3
MASONIC ADDITION LOT 1
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 10
LOT 11
LOT 1 1.78 AC±
LOT 2 1.84 AC±
BLOCK A DETENTION & COMMON AREA & DRAINAGE EASEMENT 0.43 AC±
P.O.C. (NORTH TRACT) NE/C-SE/4 SEC. 19, T9N-R2W
P.O.B. SOUTH CORNER LOT 8, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
P.O.B. LESS & EXCEPT TRACT CUT 'X' IN CONCRETE
SE CORNER, LOT 2, CRYSTAL HEIGHTS #2 ADDITION, BLOCK 2 FND & HELD 1/2" IRON PIN
NW/COR MASONIC ADDITION LOT 1
FND & HELD 1/2" IRON PIN
EXISTING MANHOLE RIM=1178.30 F.L.=1178.30
EXISTING MANHOLE RIM=1190.43 F.L.=1180.28
EXISTING GRATE INLET RIM=1190.46 F.L.=1188.71
EXISTING MANHOLE RIM=1191.69 F.L.=1183.19
EXISTING MANHOLE RIM=1193.52 F.L.(W)=1187.02
EXISTING MANHOLE RIM=1190.40 F.L.(N)=1185.10
EXISTING 15" CGMP
EXISTING 8" SANITARY SEWER
EXISTING 10' U/E
EXISTING 15' U/E
EXISTING 5' U/E
Proposed 6' Sight-Proof Fence
EXISTING PIPE IN FENCE TOP=1191.79 F.L.=1188.79
RE-LOCATED ONG GAS LINE
APPROX LOCATION 4.5" COATED STEEL ONG GAS LINE (TO BE RE-LOCATED)
15' LANDSCAPE BUFFER
15' LANDSCAPE BUFFER & U/E
EXISTING AIR RELIEF VALVE MANHOLE RIM=1099.34
EXISTING FIRE HYDRANT
EXISTING CONCRETE SIDEWALK
EXISTING 12" WATER MAIN
EXISTING CONCRETE
EXISTING ASPHALT
EXIST. CURB INLETS
N. PORTER AVE.
SECTION LINE
50' R/W
100' R/W
25' B/L
PREVIOUS NORTH LINE MASONIC ADDITION LOT 1
NORTH 50.0' MASONIC ADDITION LOT 1
40' CROSS-ACCESS EASEMENT
PART OF LOT 2
RE-LOCATED ONG GAS LINE
S90°00'00"W(R) S89°55'23"W(M)
N90°00'00"E(R) - N89°55'23"E(M)
440.00'(R) - 439.74'(M)
S89°57'59"E 20.00'
N00°00'00"E 15.00'
N89°57'59"W 20.00'
N89°57'59"W 497.01'
N89°57'59"W 57.52'
N89°57'59"W 439.49'
N89°57'59"W 250.47'
S89°57'59"E 250.47'
S00°00'00"E 150.56'
S00°00'00"E 449.22'
S00°00'00"E 298.52'(R) - 299.16'(M)
S00°00'00"E 327.58'
S00°00'00"E 308.67'
S00°00'00"E 47.67'
S00°00'00"E 36.44'
S00°00'00"E 266.28' - 341.03'(M) - 341.59'(R)
N90°00'00"W 15.17'
N90°00'00"W 20.67'
N90°00'00"W
L=57.60', R=36.67'
CB=S45°00'00"W
CD=51.86'
S21°46'30"E(R) - S21°46'(M) - S21°46'(M) - S21°26'(M)
N21°46'30"W(R) N21°49'24"W(M)
N21°49'24"E(M)
N21°46'30"W(R) N21°49'24"E(M)
N45°18'02"W
N36°35'02"W(M)
N36°24'19"W(R)
N89°14'20"W(M) N89°22'47"W(R)
310.00' (R) 308.82' (N)
EXISTING 5' U/E
10' U/E
EXISTING 10' U/E
EXISTING 15' U/E
EXISTING 5' U/E
EXISTING 10' U/E
EXISTING 15' U/E
EXISTING 15' U/E
EXISTING 15

DEVELOPMENT PLANS

VCN Development

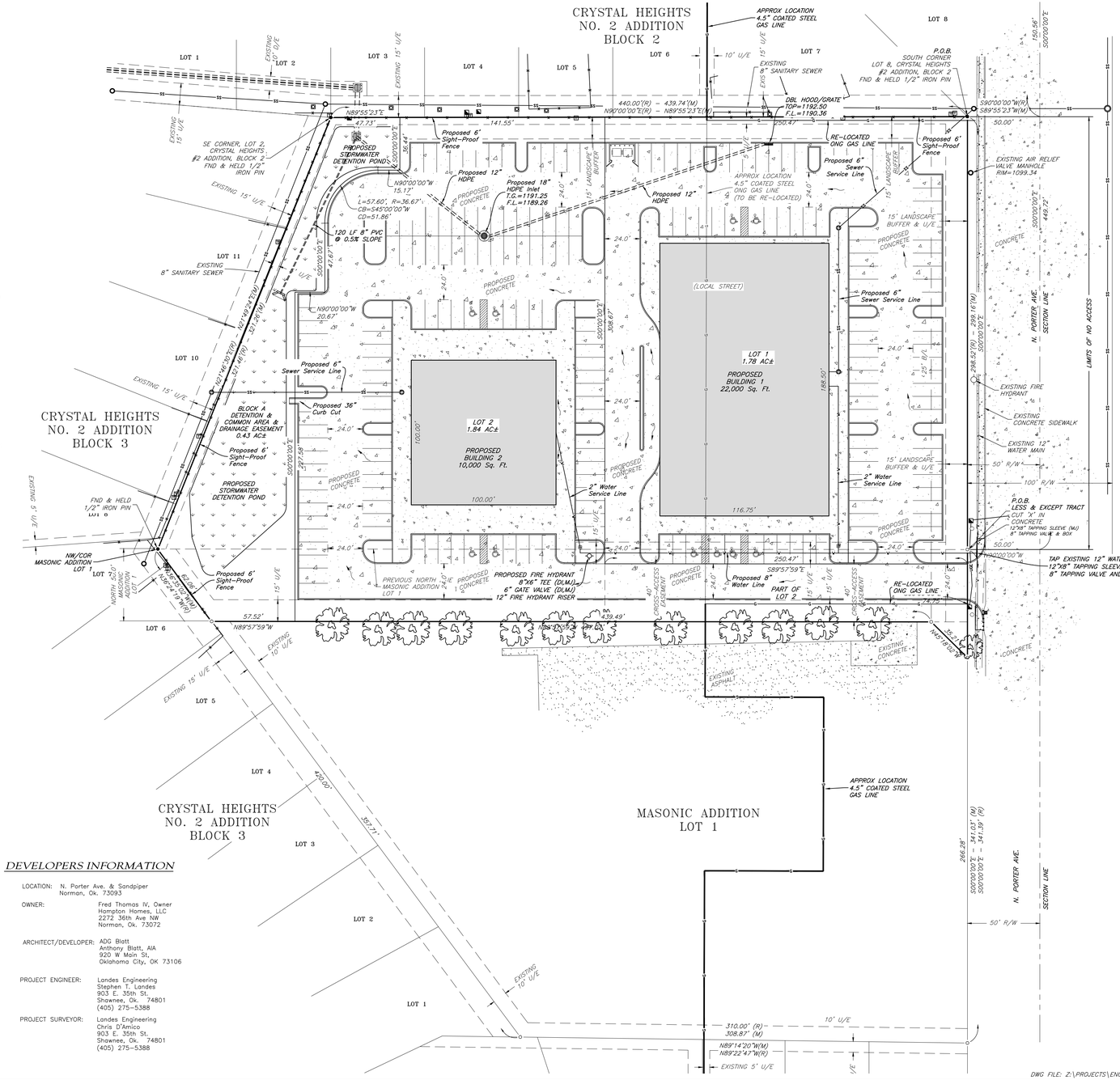
A SIMPLE PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND A PART OF LOT 1, MASONIC ADDITION, ALL LOCATED IN CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP

SCALE: 1" = 2000'



SCALE: 1" =40'

LEGEND

- (o) INDICATES 3/8" IRON PIN SET, W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (●) INDICATES EXISTING MONUMENT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- LIGHT POLE
- GUY WIRE
- GAS METER
- VENT PIPE
- TELEPHONE PEDESTAL
- ELECTRIC BOX
- CLEAN OUT
- MANHOLE
- STORM DRAIN
- AIR CONDITIONER UNIT
- SIGN
- BENCHMARK
- TREE
- TUG — TELEPHONE, UNDERGROUND
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC & CABLE TV
- FOC — FIBER OPTIC CABLE
- CATV — CABLE TV
- PET — PETROLEUM LINE
- G — GAS LINE
- HPG — HIGH PRESSURE GAS LINE
- W — WATER LINE
- SS — SANITARY SEWER LINE
- STS — STORM SEWER
- PSS — PRESSURIZED SANITARY SEWER LINE
- X — FENCE
- FLOW LINE

LEGAL DESCRIPTION:
(NORTH TRACT)
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 150.56 FEET; THENCE S90°00'00"W(R), S89°55'23"W(M) A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 298.52(R), 299.16(M) FEET; THENCE N90°00'00"W(R), N89°57'59"W(M) A DISTANCE OF 559.25(R), 559.17(M) FEET; THENCE N21°46'30"E(R), N21°49'24"E(M) A DISTANCE OF 321.46(R), 321.26(M) FEET; THENCE N90°00'00"E(R), N89°55'23"E(M) A DISTANCE OF 440.00(R), 439.74(M) FEET TO THE POINT OF BEGINNING

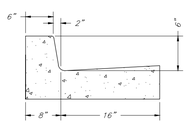
AND

COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING.
CONTAINS 4.05 ACRES, MORE OR LESS, COMBINED.

LEGAL DESCRIPTION:
(SOUTH TRACT)
LOT ONE (1), BLOCK ONE (1), MASONIC ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA

LESS AND EXCEPT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE SE/4 OF SAID SECTION 19; THENCE S00°00'00"E A DISTANCE OF 449.72 FEET; THENCE S90°00'00"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 74.75 FEET; THENCE N45°18'02"W A DISTANCE OF 35.21 FEET; THENCE N89°57'59"W A DISTANCE OF 497.01 FEET; THENCE N36°24'19"W(R), N36°35'02"W(M) A DISTANCE OF 62.29 FEET; THENCE N90°00'00"W(R), S89°57'59"E(M) A DISTANCE OF 559.25(R), 559.17(M) FEET TO THE POINT OF BEGINNING.
CONTAINS 0.63 ACRES, MORE OR LESS.
3.38 ACRES, MORE OR LESS, REMAINING.



6" BARRIER CURB & GUTTER
NOT TO SCALE
(NORMAN STANDARD 'ST 11')
(SEE DETAIL, SHEET P-3)

DEVELOPERS INFORMATION

LOCATION: N. Porter Ave. & Sandpiper Norman, Ok. 73093

OWNER: Fred Thomas IV, Owner
Hampton Homes, LLC
2272 36th Ave NW
Norman, Ok. 73072

ARCHITECT/DEVELOPER: ADG Blatt
Anthony Blatt, AIA
920 W Main St.
Oklahoma City, OK 73106

PROJECT ENGINEER: Landes Engineering
Stephen T. Landes
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

PROJECT SURVEYOR: Landes Engineering
Chris D'Amico
903 E. 35th St.
Shawnee, Ok. 74801
(405) 275-5388

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 393
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 691,702.045
EASTING: 2,135,478.859
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1192.87
GEODETIC COORDINATES
NORTH LATITUDE: 35°13'57.7000"
WEST LONGITUDE: 97°26'27.1756"

CITY OF NORMAN SURVEY CONTROL MONUMENT

STATION NO.: 360
MONUMENT DESC.: 3.5" BRONZE DISC IN CONCRETE
HORIZONTAL DATUM: OKLAHOMA STATE PLANE
NAD83 (CORS96) SOUTH ZONE (U.S. FOOT)
NORTHING: 696,963.337
EASTING: 2,135,292.382
VERTICAL DATUM: NAVD 88 (U.S. FOOT)
ELEVATION: 1178.78
GEODETIC COORDINATES
NORTH LATITUDE: 35°14'49.7452"
WEST LONGITUDE: 97°26'29.0724"

UNDERGROUND UTILITIES NOTE

SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

FLOOD STATEMENT

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. CLEVELAND COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 280 OF 475, MAP NUMBER 40027C0280--J, MAP REVISED 01/15--2021

DWG FILE: Z:\PROJECTS\ENGINEERING\2021\ENG 1208-21 HAMPTON INVEST. NORMAN\SITE DESIGN_REVISED.DWG

Revisions

No.	Date	Desc
1	10/10/2022	MARK-UPS PER CITY REVIEW

LANDES ENGINEERING L.L.C.
www.landesengineering.net
903 E. 35th Street * P.O. BOX 1032
Shawnee, OK 74802-1032
(405) 275-5388 * Fax (405) 275-9047
CA # 2260 EXP. 6-30-25

Client: Kayley Garriott/ADG Blatt
Project: VCN Development
Sheet Title: Title Sheet
Sheet: C - 1
Design: STL | Check: STL
Drawn: mj | Date: 1/29/2024

OKLAHOMA REGISTERED PROFESSIONAL ENGINEER STEPHEN T. LANDES #19539

Stephen T. Landes, P.E. #19539 Date

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR VCN DEVELOPMENT ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located approximately one-half mile north of Robinson Street on the west side of Porter Avenue (1700 North Porter).

INFORMATION:

1. Owners. Hampton Investments Prime, L.L.C. and Norman Lodge 38 AF & AM.

2. Developer. ADG Blatt?

3. Engineer. Landes Engineering.

HISTORY:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

2. February 8, 2024. Planning Commission, on a vote of 5-3, recommended to City Council the amending of the NORMAN 2025 Land Use and Transportation Plan for a portion of this property from Medium Density Residential Designation to Office Designation.

4. February 8, 2024. Planning Commission, on a vote of 5-3, recommended City Council approve a request to place a portion of this property in the SPUD, Simple Planned Unit Development and remove it from the SPUD, Simple Planned Unit Development.

5. February 8, 2024. Planning Commission, on a vote of 5-3 recommended to City Council that the preliminary plat for VCN Development Addition, a Simple Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

ACTION NEEDED: Motion to approve or reject the preliminary plat for VCN Development Addition, a Simple Planned Unit Development..

ACTION TAKEN:_____

File Attachments for Item:

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE LAND USE & TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.) CLEVELAND COUNTY, OKLAHOMA, FROM LOW-DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION AND HIGH-DENSITY RESIDENTIAL DESIGNATION (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Shaz Investment Group, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-75: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE LAND USE & TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.) CLEVELAND COUNTY, OKLAHOMA, FROM LOW-DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION AND HIGH-DENSITY RESIDENTIAL DESIGNATION (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

BACKGROUND:
The applicant proposes to amend the NORMAN 2025 Land Use & Transportation Plan from Low-Density Residential Designation to Commercial Designation (25.12 acres) on the southern portion of the subject tract and High-Density Residential Designation (14.82 acres) on the northern portion of the property. The southern portion would allow for commercial and office uses. The northern portion would allow for multifamily apartments and duplexes.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

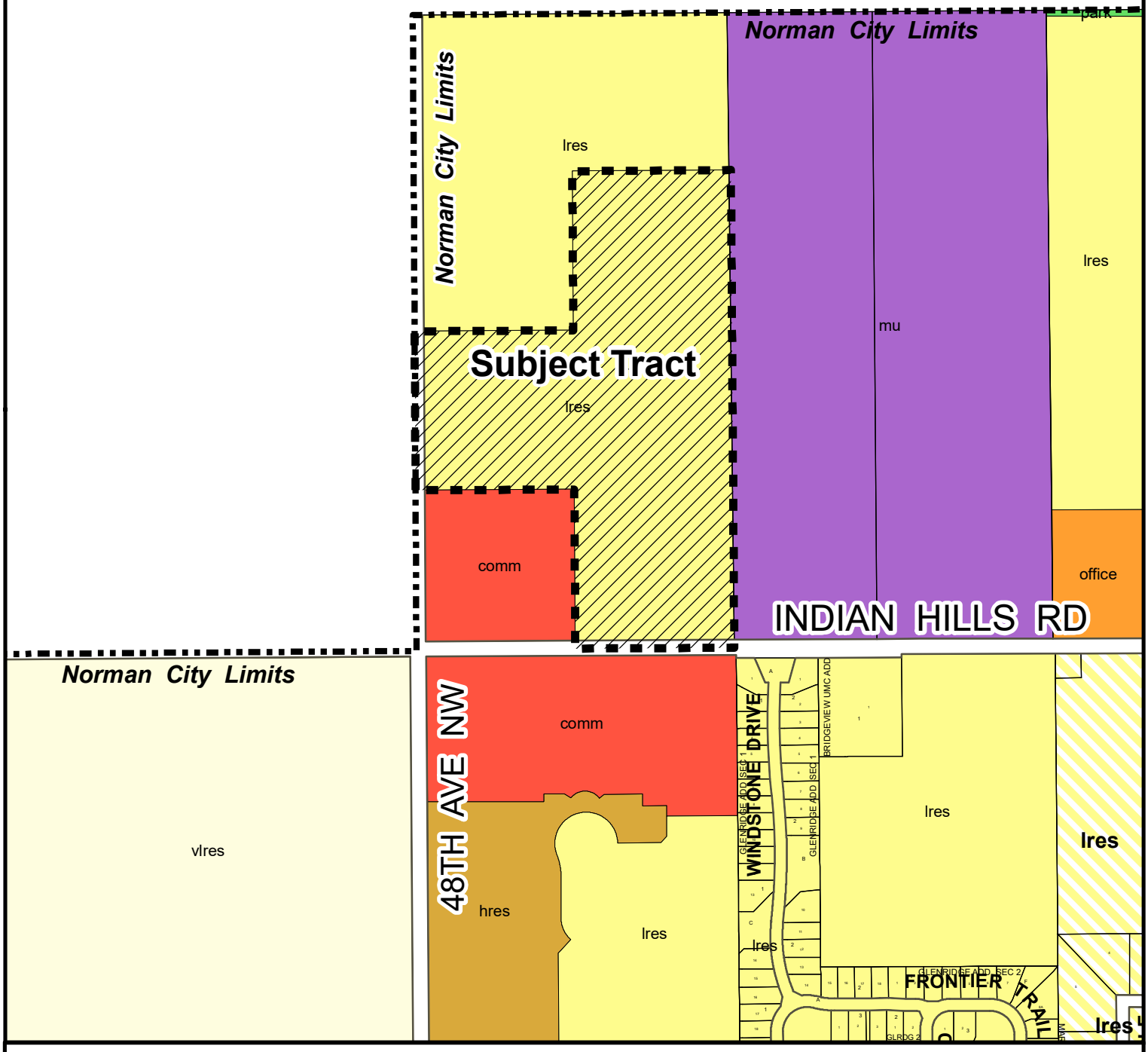
1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?***
   The general vicinity has developed in the last two decades, mainly with housing, which has made utilities available. These developments include Glenridge Addition, Carrington

Lakes, and Crystal Springs. Bridgeview at Carrington, located to the south, and Redlands to the east, are two approved mixed-use developments that proposed similar uses to the subject property. There are more housing developments to the north, which are not within Norman's limits. The subject property will increase the housing offered with multifamily options and add commercial possibilities, creating a mixed-use sense to the neighborhood while taking advantage of the existing infrastructure; the area already has access to water, sewer, and storm drainage.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?***
   The proposed development will increase the density in the area; it is expected to increase traffic due to new housing and commercial offerings. However, the applicant has worked with the City's Traffic Engineer/staff to address these changes and mitigate the negative traffic-related impacts.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Commercial Designation and High Density Residential Designation as Resolution No. R-2324-75 for consideration by City Council.

At their meeting of February 8, 2024, Planning Commission recommended adoption of Resolution No. R-2324-75 by a vote of 8-0.



Norman 2025 Land Use Plan

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

N
W E
S

October 10, 2023

Subject Tract

0 300 600 Ft.

G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

R-2324-75

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 SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION AND HIGH DENSITY RESIDENTIAL DESIGNATION.
(NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and

§ 3. WHEREAS, Shaz Investment Group, L.L.C. has requested that the following described property be moved from the Low Density Residential Designation and placed in the Commercial Designation for the hereinafter described property, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;
COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20'58" West along said West line, a distance of 499.61 feet;
THENCE North 89°38'11" East a distance of 1317.55 feet;
THENCE South 00°24'13" East a distance of 1161.21 feet to a point on the South line of said SW/4;
THENCE South 89°43'21" West along the South line of said SW/4 a distance of 659.32 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE South 89°40'46" West a distance of 659.01 feet to the **POINT OF BEGINNING.**

Said tract contains 25.12 acres, more or less.

§ 4. WHEREAS, Shaz Investment Group, L.L.C. has requested that the following described property be moved from the Low Density Residential Designation and placed in the High Density Residential Designation for the hereinafter described property, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;
COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 1159.23 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20’58” West along said West line a distance of 160.00 feet;
THENCE North 89°38’11” East a distance of 658.70 feet
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 820.61 feet;
THENCE South 89°38'11" West a distance of 1317.55 feet;
to the **POINT OF BEGINNING.**

Said tract contains 14.82 acres, more or less.

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

§ 5. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

Applicant: Shaz Investment Group, L.L.C.

Project Location: NE Corner of Indian Hills Road and 48th Avenue N.W.

Case Number: PD 23-37

Time: 6:00 p.m.

Applicant Representative:
Gunner Joyce, Rieger Law Group
Sean Rieger, Rieger Law Group
Libby Smith, Rieger Law Group

Attendees:
None

City Staff:
Lora Hoggatt, Planning Services Manager
Heather Poole, Assistant City Attorney

Application Summary:
The applicant is requesting to rezone from PUD, Planned Unit Development, to C-2, General Commercial District, and RM-6, Medium-Density Apartment District. They are also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Commercial and High Density Residential Designations. They are also proposing a new preliminary plat.

Neighbor's Comments/Concerns/Responses:
No neighbors attended this meeting.

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

NON-CONSENT ITEMS

NORMAN 2025, C-2 and RM-6 Zoning, & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-75: SHAZ INVESTMENT GROUP, L.L.C REQUESTS AN AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW-DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION (25.12 ACRES) AND HIGH-DENSITY RESIDENTIAL DESIGNATION (14.82 ACRES) TO ALLOW FOR COMMERCIAL AND RESIDENTIAL USES ON PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-27: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Location Map
3. Zoning Map
4. Preliminary Plat
5. Preliminary Site Plan
6. Park Board Staff Report
7. Pre-Development Summary

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ DEVELOPMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR WHISPERING TRAILS ADDITION FOR 39.94 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48IH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF: Melissa Navarro reviewed the staff report, a copy of which is filed with the minutes. A protest was received which represented 45.8% of the notification area.

Mr. Jablonski asked about a park. Ms. Navarro explained that the Parks Board adopted a fee-in-lieu of parkland for this development. This area was part of a neighborhood park master plan. Ruby Grant Park is 2 miles south of the property.

Mr. Griffith asked about the proposed turnpike. Ms. Navarro did not have that information.

PRESENTATION BY THE APPLICANT: Sean Rieger, representing the applicant, explained the proposed development and surrounding uses, with Moore to the north and Oklahoma City to the west. They believe the turnpike will go through the bottom of the site, and if that happens they will have to redo the site plan and preliminary plat. The street going through the middle of the site will connect to Redlands on the east and to the neighbor to the north. He addressed the concerns raised in the protest letter. He spoke about Gateway Park and the Parks Board decision for fee-in-lieu of parkland. He showed the current proposed layout for the turnpike with this and adjacent site plans superimposed over it.

Mr. Jablonski asked if there will be any one-bedroom units in the apartments. Mr. Rieger did not know.

Mr. Brewer asked which sites have been developed, which have not, and which are under development. Mr. Rieger responded that Glenridge PUD has been developed. Redlands has been approved. The Foxworth Addition was approved but the preliminary plat has probably expired.

Ms. Bird asked about the difference between a site plan for a zoning request vs. a PUD. Mr. Rieger responded that a preliminary plat requires a site plan. A PUD requires a site plan. Straight zoning does not require a site plan.

Ms. Bird asked about the buffer in the multi-family area and whether parking lots will be backing up to the adjacent single-family lots. Mr. Rieger responded that townhomes are planned for the west section adjacent to the single-family to the north. The parking lot is around the perimeter of the north section of multi-family, with clubhouse, etc. in the center. He believes the greenspace buffer of the parking lot is 10'.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Jablonski likes the trees included in the parking areas. He likes the higher density. He is disappointed with a fee-in-lieu of parkland.

Motion made by Griffith, seconded by McKown, to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council was approved by a vote of 8-0.

*

File Attachments for Item:

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: Shaz Investment Group, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-27 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

APPLICANT/REPRESENTATIVE	Shaz Investment Group, L.L.C. Rieger Law Group
WARD	3
CORE AREA	No

BACKGROUND: The property is currently zoned PUD, Planned Unit Development, with Ordinance No. O-1011-43, adopted in 2011 that proposed single-family detached residential. The applicant seeks to rezone to C-2, General Commercial District, for 63% of the lot, and RM-6, Medium Density Apartment District, for the remaining 37%.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: GBC23-27, October 17, 2023

The October meeting of the Greenbelt Commission was canceled due to no quorum.

PRE-DEVELOPMENT MEETING: PD23-37 October 26, 2023

No neighbors attended this meeting.

BOARD OF PARKS COMMISSIONER: February 1, 2024

Parks staff recommended to support the developer's request for a fee-in-lieu of park land decision. Please see the attached report and exhibits. The decision was unanimous for fee-in-lieu by a vote of 6-0.

ZONING ORDINANCE CITATION:

SECTION 36-525, C-2, General Commercial District: General description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

SECTION 36-519, RM-6, Medium-Density Apartment District: Purposes. The RM-6 district is designed to encourage the developing of neighborhoods having a variety of dwelling types, including townhouses, thus providing for the varying requirements of families. The regulations are intended to ensure compatibility with adjacent existing and proposed low-density apartment development.

EXISTING ZONING: The existing zoning allows for a single-family residential development. It does not allow for multifamily or commercial/office uses.

ANALYSIS: The subject property is located on the border of Norman and Moore. Multiple housing developments are completed or under construction in this general area. On the south side, an existing PUD called Bridgeview at Carrington proposed a mixed-use development on 370 acres. The applicant proposes to add medium-density housing and some commercial space to the area. The property is currently zoned for single-family residential uses only.

The proposed zoning would allow for duplex and multifamily residential development on the north side of the subject property and commercial/office development on the south side.

ALTERNATIVES/ISSUES:

- **IMPACTS** The surrounding area has access to water, sewer, and storm water, making the subject property suitable for development. The proposed increase in density and commercial uses will likely increase the traffic in the area. The traffic engineer states there are no negative traffic impacts anticipated with this development.
- **SITE PLAN** The site plan submitted with the application presents the two different tracts; Tract 1 on the south to be rezoned C-2, General Commercial District, and Tract 2 on the north, to be rezoned RM-6, Medium Density Apartment District.

OTHER AGENCY COMMENTS:

- **FIRE DEPARTMENT:** Items regarding fire hydrants and fire codes will be considered at building permit stage.
- **PUBLIC WORKS:** Please see the attached report from Engineering.
- **TRAFFIC ENGINEERING:** Please see the attached report from the City Traffic Engineer.
- **UTILITIES:** City utilities are available in this area.

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Unit Development, Ordinance No. O-1011-43, to C-2, General Commercial District, and RM-6, Medium Density Apartment District, for consideration by City Council.

At their meeting of February 8, 2024, Planning Commission recommended adoption of Ordinance No. O-2324-27 by a vote of 8-0.

O-2324-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

§ 1. WHEREAS, Shaz Investment Group, L.L.C. has made application to have the property described below removed from the PUD, Planned Unit Development, and to have the same placed in the C-2, General Commercial District, and RM-6, Medium Density Apartment 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 on February 8, 2024 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 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development, and to place the same in the C-2, General Commercial District, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;

COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20'58" West along said West line, a distance of 499.61 feet;
THENCE North 89°38'11" East a distance of 1317.55 feet;
THENCE South 00°24'13" East a distance of 1161.21 feet to a point on the South line of said SW/4;
THENCE South 89°43’21” West along the South line of said SW/4 a distance of 659.32 feet;
THENCE North 00°22’35” West a distance of 660.11 feet;
THENCE South 89°40’46” West a distance of 659.01 feet to the **POINT OF BEGINNING.**

Said tract contains 25.12 acres, more or less.

§ 5. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development, and to place the same in the RM-6, Medium Density Apartment District, to wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;
COMMENCING at the Southwest corner of said Southwest Quarter;
THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 1159.23 feet to the **POINT OF BEGINNING**;
THENCE continuing North 00°20’58” West along said West line a distance of 160.00 feet;
THENCE North 89°38’11” East a distance of 658.70 feet
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 820.61 feet;
THENCE South 89°38'11" West a distance of 1317.55 feet;
to the **POINT OF BEGINNING.**

Said tract contains 14.82 acres, more or less.

§ 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

_____, 2024.

_____
(Mayor)

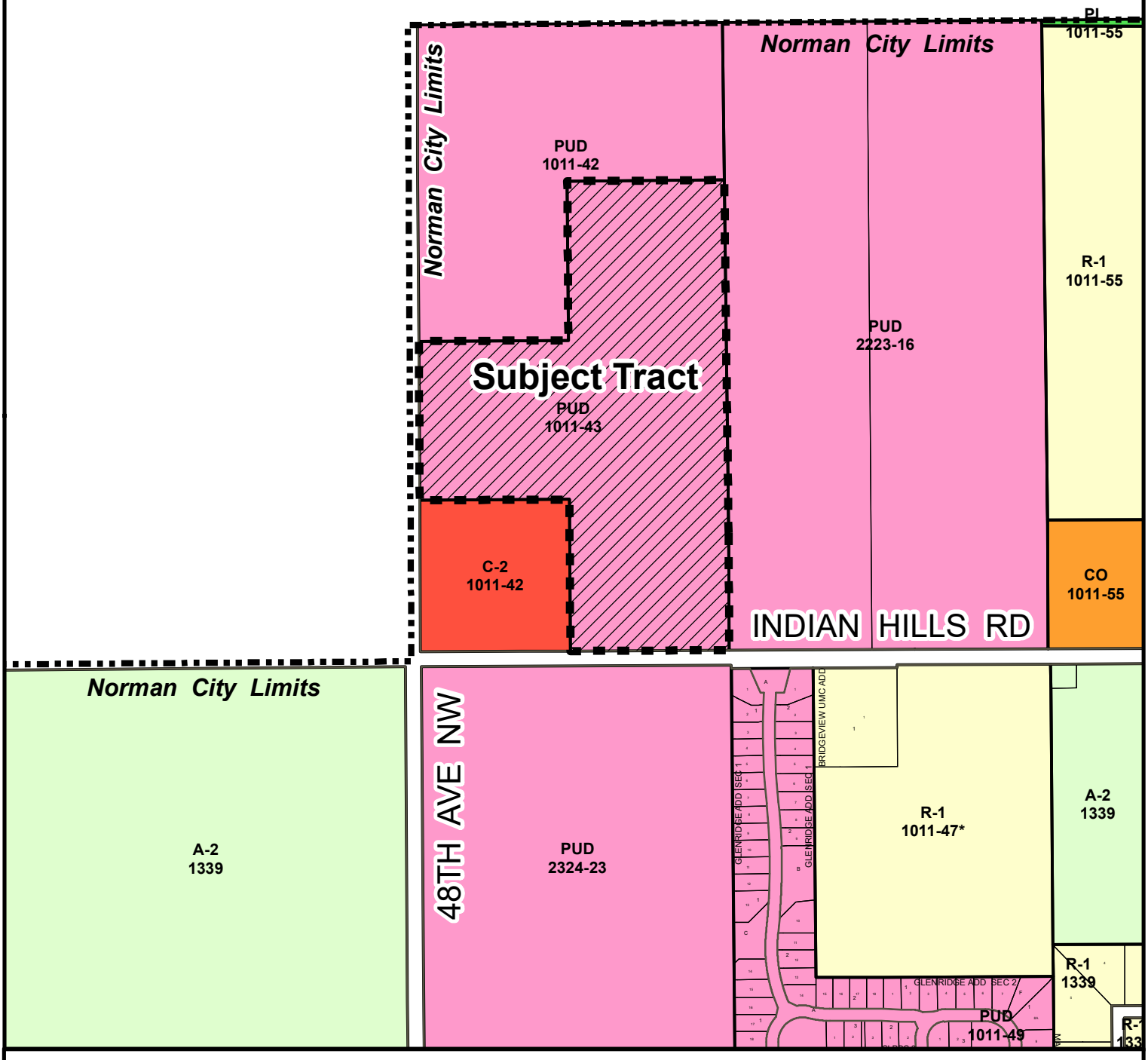
NOT ADOPTED this _____day of

_____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)



Location Map

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

N
W E
S

January 31, 2024

0 300 600 Ft.

Subject Tract

Zoning

G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

PRELIMINARY PLAT

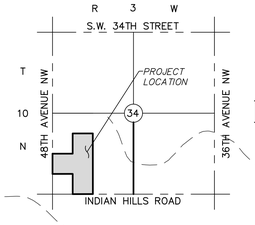
WHISPERING TRAILS ADDITION

A PART OF THE S.W. 1/4 OF SECTION 34, T10N, R3W, I.M.

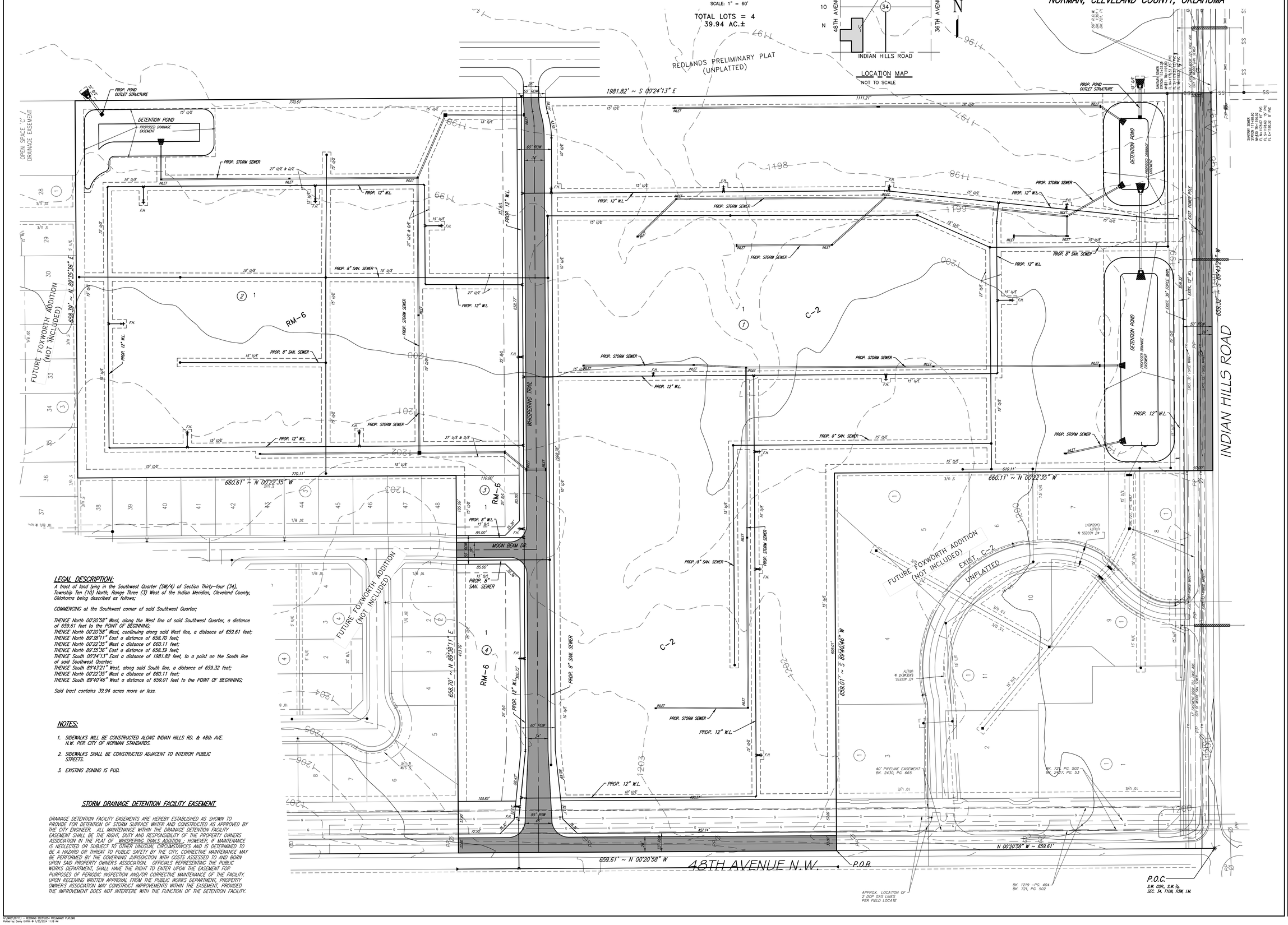
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 60'

TOTAL LOTS = 4
39.94 AC.±



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;

COMMENCING at the Southwest corner of said Southwest Quarter;

THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the POINT OF BEGINNING;
THENCE North 00°20'58" West, continuing along said West line, a distance of 659.61 feet;
THENCE North 89°38'11" East a distance of 658.70 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 1981.82 feet, to a point on the South line of said Southwest Quarter;
THENCE South 89°43'21" West, along said South line, a distance of 659.32 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE South 89°40'46" West a distance of 659.01 feet to the POINT OF BEGINNING;

Said tract contains 39.94 acres more or less.

NOTES:

1. SIDEWALKS WILL BE CONSTRUCTED ALONG INDIAN HILLS RD. & 48th AVE. N.W. PER CITY OF NORMAN STANDARDS.
2. SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO INTERIOR PUBLIC STREETS.
3. EXISTING ZONING IS PUD.

STORM DRAINAGE DETENTION FACILITY EASEMENT

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

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

OWNER/DEVELOPER:
SHAZ DEVELOPMENT GROUP INC.
P.O. BOX 720088
NORMAN, OK 73070

DESIGNED BY :
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
(405) 232-7715

NOT VALID FOR CONSTRUCTION
STATE OF OKLAHOMA
Christopher D. Anderson
18288
REGISTERED PROFESSIONAL ENGINEER
1/30/24
UNLESS SIGNED IN THIS BLOCK

PRELIMINARY PLAT

48th AVE. N.W. & INDIAN HILLS RD.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
815 W. Main, Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7899
Website: www.smcokc.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 1461 EXP. ON 06/30/2025

No.	Revision	Date
1	Revised, stand	10/31/23
2	Revised per staff comments	01/30/24

PROJECT NO.: 6254.00
DATE: 9/21/23
SCALE: 1" = 60'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: #18288

PRELIMINARY PLAT

SHEET NO.
1

N:\ENGR\5071\1 - REZONING 2023\6254 PRELIMINARY PLAT.DWG
Plotted by: Danny Griffith @ 1/30/2024 11:18 AM

Staff Recommendation for
Whispering Trails Addition PUD

Whispering Trails Addition PUD is located in the east half of the Southwest Quarter (SW/4) of Section 34 Township 10 North, Range 3 West of the Indian Meridian and is located north of Indian Hill Road that lies on the border of Moore, between 36th Avenue and 48th Avenue Northwest.

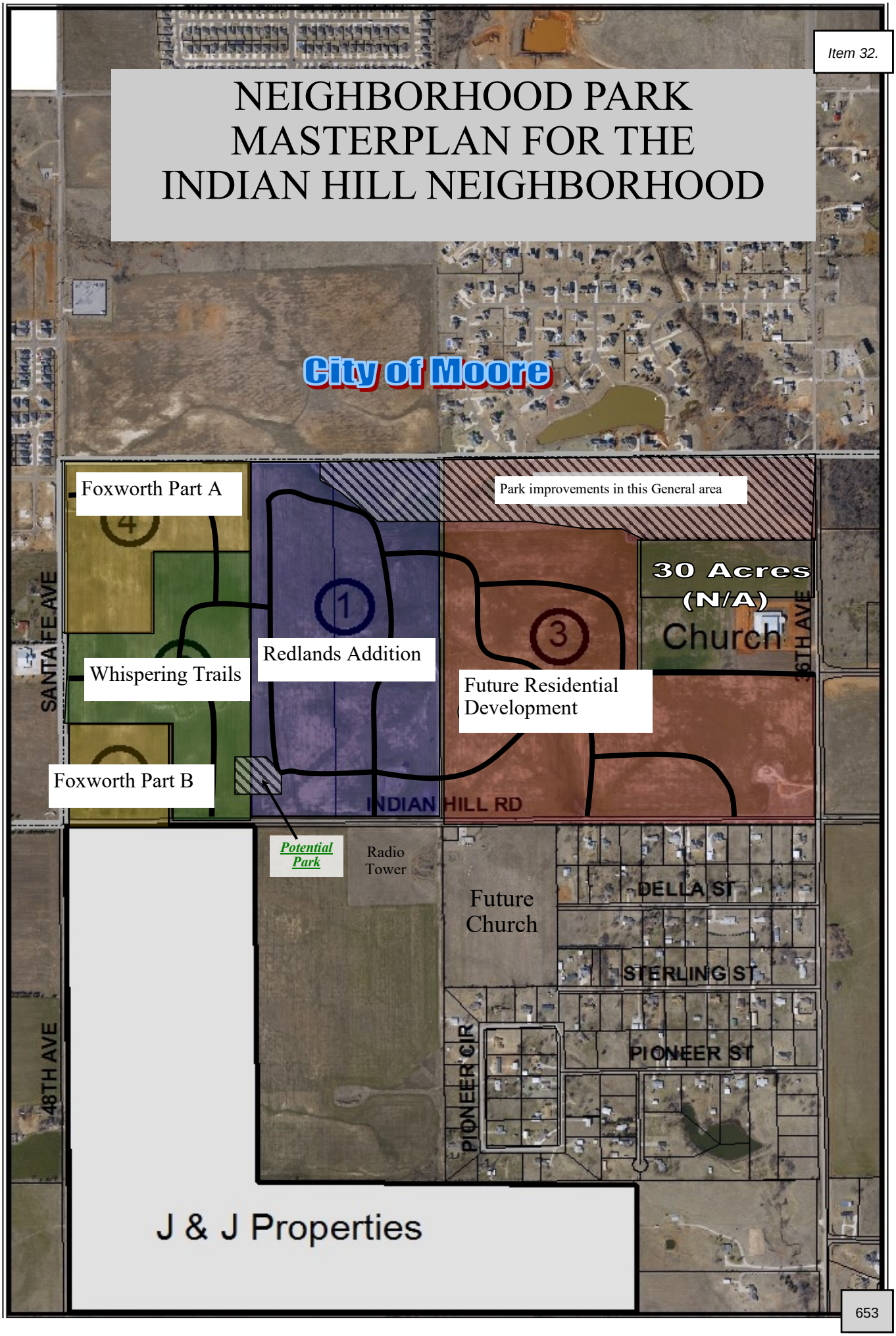
Whispering Trails Addition is part of the Indian Hill Neighborhood Park Master Plan, which was approved by park board in 2010. That plan covers a ½ section of land which is broken into five different ownerships; four of which have single-family development potential. (See the attached neighborhood concept plan). All total, these four developments would yield a combined 6.387 acre park land dedication; assuming a 3 lots per-acre density. There is more than enough land on the northern border of the half-section to accommodate the park land dedication.

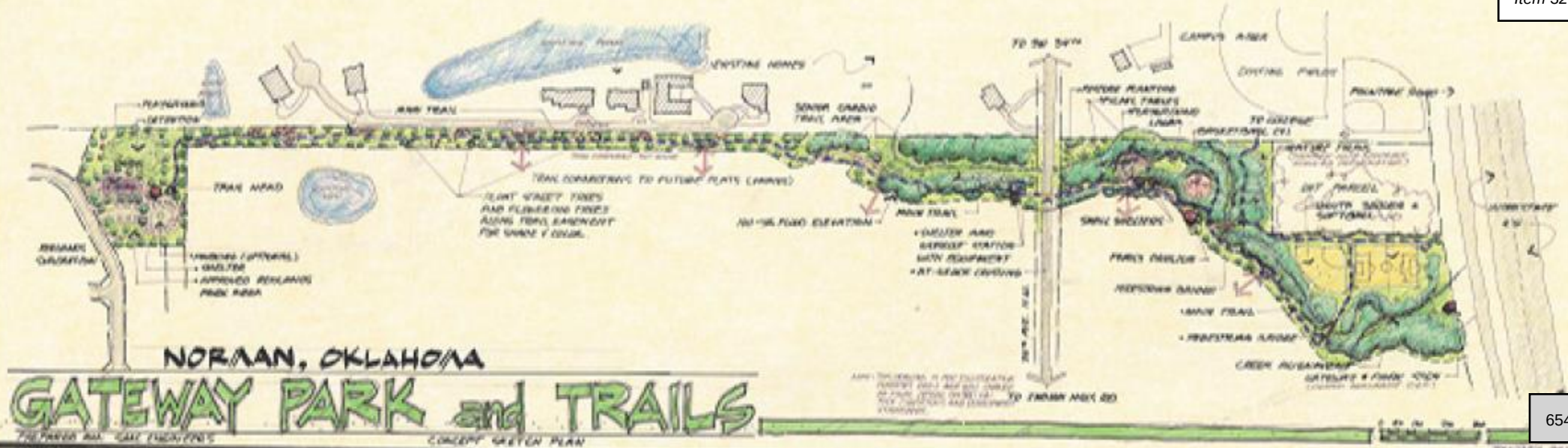
In 2010, Whispering Trails Addition PUD was platted with a total of 288 single-family lots. At this density, the addition would have generated a parkland dedication requirement of 1.89 acres. The revised plat now being presented contains 252 units of multi-family housing (either apartment or duplex), which calls for a parkland dedication of only 1.1151 acres. There is now a larger amount of commercial development in the rest of the plat; however, the streets in Whispering Trails are connected internally to those in the adjacent Redlands Addition (which was a plat approved last year by Park Board). The public park in Redlands is the western end of a linear park that stretches along the northern boundary of the developments in this area; across 36th Avenue NW, and then continuing east to the area set aside west of 36th Avenue to create a "Gateway Park" area at the border of Moore and Norman (see attached). The fees collected from Whispering Trails would be used to purchase a portion of the land for this linear park between the Redlands Park site and the 36th Avenue park area in the Commerce Parkway Addition, approved years ago.

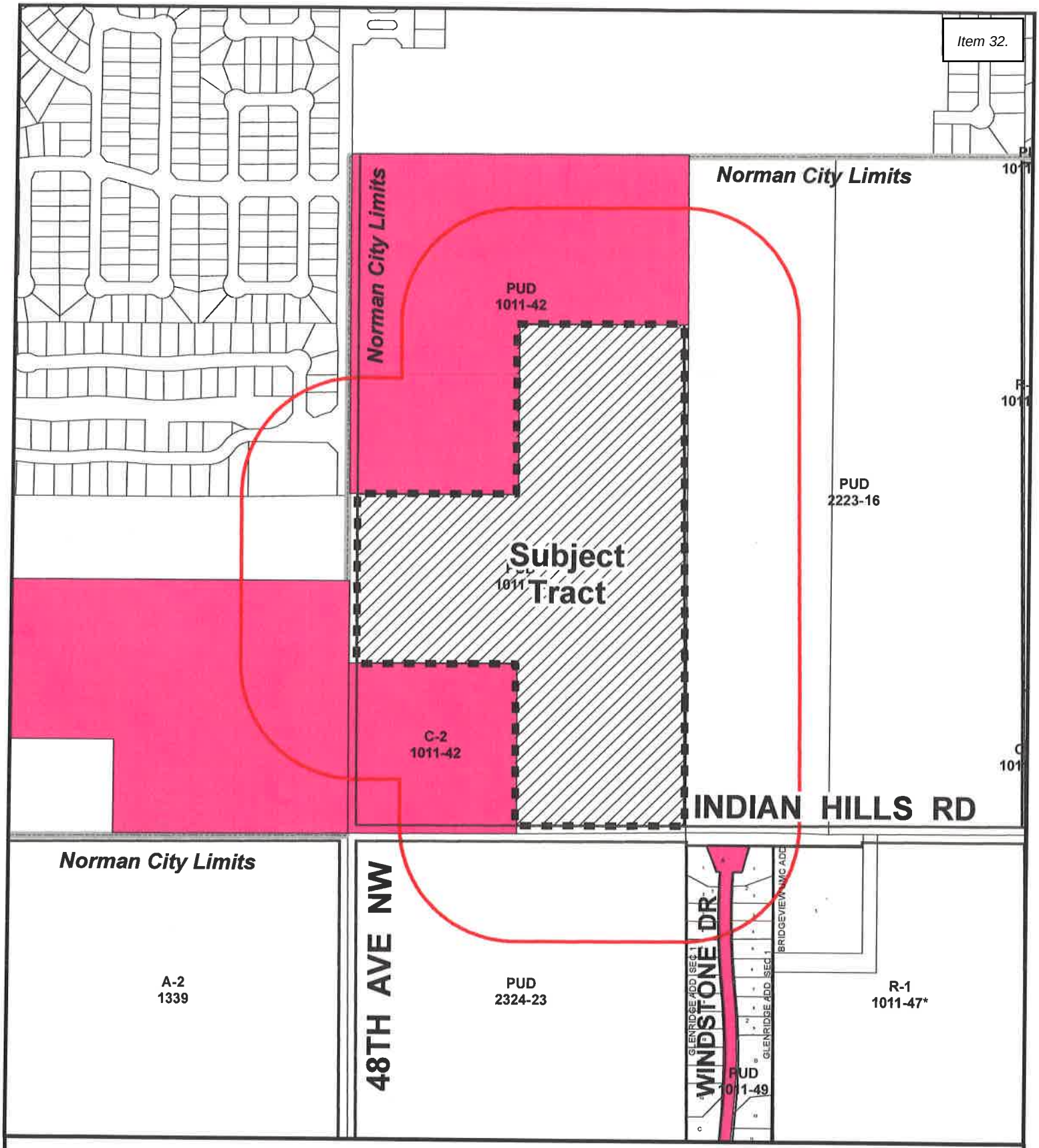
When completed, Whispering Trails Addition's building permits will also generate $18,900 in Neighborhood Park Development Fees, and the same amount in Community Park Development Fees ($150 per unit; split between the Neighborhood and Community Park Funds).

Staff recommends that the Board of Park Commissioners make a fee-in-lieu of land decision for the revised preliminary plat of Whispering Trails Addition PUD.

NEIGHBORHOOD PARK MASTERPLAN FOR THE INDIAN HILL NEIGHBORHOOD




NORMAN, OKLAHOMA
GATEWAY PARK and TRAILS
CONCEPT SKETCH PLAN



Protest Map

45.8% Protest Within Notification Area

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

N
W E
S

0 250 500 Feet

February 8, 2024

Subject Tract
Notification Area
Protest

Sassan K. Moghadam

3110 N. Interstate Dr., Suite 210

Norman, OK 73072

405-535-8860

Feb. 8, 2024

Dear Mrs. Hudson,

Please accept this letter as my protest against the proposed zoning change for Whispering Pines Addition.

In 2009, few developers that own properties between 48TH & 36Th NW and Indian Hills Rd. cooperated in a joint effort to bring sewer north for future development of their land. Subject property was one of the parcels. I own the parcel directly to the west of proposed zoning change identified as Foxworth Addition. At that time, all developers planned mostly residential development for this area including subject tract. Since that time may things have changed and none of us imagined that we all would be impacted by the proposed E-W Turnpike thru our land. The proposed zoning change from R-1 to RM-6 will have a direct impact in marketability of my single family homes to the west, specifically the ones that abuts along the west side of Whispering Pines Addition. In addition to RM-6 being proposed next to R-1, the connecting streets that was once there in the original preliminary plans are no longer there which again has a direct impact on development of my property by needing a secondary means ingress and egress for emergency vehicles in case the main entry is blocked during a disaster. I have had one zoom meeting with the applicant to discuss their development, and I was told to rezone my property to RM-6 as well, as a solution. Affordable housing units seem to be what is in real need for our community and that is what I intend to do with my property, not more apartments.
My property and most of Whispering Pines will be over 600' north of the proposed turnpike and the turnpike will have no impact on developing residential instead of RM-6. I am respectfully requesting the applicant's zoning request to be denied and be brought back up with what was the intended use (R-1) was, at least along the north and west side of Whispering Pines Addition to create a buffer within the applicant's addition instead of putting that burden on my land. I am not against their right to develop their land, but I am against what impact their development will have on my development.

Respectfully,

Sassan K. Moghadam

Applicant: Shaz Investment Group, L.L.C.

Project Location: NE Corner of Indian Hills Road and 48th Avenue N.W.

Case Number: PD 23-37

Time: 6:00 p.m.

Applicant Representative:
Gunner Joyce, Rieger Law Group
Sean Rieger, Rieger Law Group
Libby Smith, Rieger Law Group

Attendees:
None

City Staff:
Lora Hoggatt, Planning Services Manager
Heather Poole, Assistant City Attorney

Application Summary:
The applicant is requesting to rezone from PUD, Planned Unit Development, to C-2, General Commercial District, and RM-6, Medium-Density Apartment District. They are also requesting a NORMAN 2025 Land Use Plan Amendment from Low Density Residential Designation to Commercial and High Density Residential Designations. They are also proposing a new preliminary plat.

Neighbor's Comments/Concerns/Responses:
No neighbors attended this meeting.

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

NON-CONSENT ITEMS

NORMAN 2025, C-2 and RM-6 Zoning, & Preliminary Plat

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2324-75: SHAZ INVESTMENT GROUP, L.L.C REQUESTS AN AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW-DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION (25.12 ACRES) AND HIGH-DENSITY RESIDENTIAL DESIGNATION (14.82 ACRES) TO ALLOW FOR COMMERCIAL AND RESIDENTIAL USES ON PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. NORMAN 2025 Map
3. Pre-Development Summary

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-27: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT, AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, AND RM-6, MEDIUM DENSITY APARTMENT DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48TH AVENUE N.W.)

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Location Map
3. Zoning Map
4. Preliminary Plat
5. Preliminary Site Plan
6. Park Board Staff Report
7. Pre-Development Summary

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SHAZ DEVELOPMENT GROUP, INC. (SMC CONSULTING ENGINEERS, P.C.) FOR WHISPERING TRAILS ADDITION FOR 39.94 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF INDIAN HILLS ROAD AND 48IH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF: Melissa Navarro reviewed the staff report, a copy of which is filed with the minutes. A protest was received which represented 45.8% of the notification area.

Mr. Jablonski asked about a park. Ms. Navarro explained that the Parks Board adopted a fee-in-lieu of parkland for this development. This area was part of a neighborhood park master plan. Ruby Grant Park is 2 miles south of the property.

Mr. Griffith asked about the proposed turnpike. Ms. Navarro did not have that information.

PRESENTATION BY THE APPLICANT: Sean Rieger, representing the applicant, explained the proposed development and surrounding uses, with Moore to the north and Oklahoma City to the west. They believe the turnpike will go through the bottom of the site, and if that happens they will have to redo the site plan and preliminary plat. The street going through the middle of the site will connect to Redlands on the east and to the neighbor to the north. He addressed the concerns raised in the protest letter. He spoke about Gateway Park and the Parks Board decision for fee-in-lieu of parkland. He showed the current proposed layout for the turnpike with this and adjacent site plans superimposed over it.

Mr. Jablonski asked if there will be any one-bedroom units in the apartments. Mr. Rieger did not know.

Mr. Brewer asked which sites have been developed, which have not, and which are under development. Mr. Rieger responded that Glenridge PUD has been developed. Redlands has been approved. The Foxworth Addition was approved but the preliminary plat has probably expired.

Ms. Bird asked about the difference between a site plan for a zoning request vs. a PUD. Mr. Rieger responded that a preliminary plat requires a site plan. A PUD requires a site plan. Straight zoning does not require a site plan.

Ms. Bird asked about the buffer in the multi-family area and whether parking lots will be backing up to the adjacent single-family lots. Mr. Rieger responded that townhomes are planned for the west section adjacent to the single-family to the north. The parking lot is around the perimeter of the north section of multi-family, with clubhouse, etc. in the center. He believes the greenspace buffer of the parking lot is 10'.

AUDIENCE PARTICIPATION: None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Jablonski likes the trees included in the parking areas. He likes the higher density. He is disappointed with a fee-in-lieu of parkland.

Motion made by Griffith, seconded by McKown, to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Resolution No. R-2324-75, Ordinance No. O-2324-27, and PP-2324-9 to City Council was approved by a vote of 8-0.

*

File Attachments for Item:

33. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9 PRELIMINARY PLAT FOR WHISPERING TRAILS ADDITION, (GENERALLY LOCATED ONE QUARTER MILE EAST OF 48TH AVENUE NW ON THE NORTH SIDE OF WEST INDIAN HILLS ROAD.)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 3/26/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-9 PRELIMINARY PLAT FOR WHISPERING TRAILS ADDITION, (GENERALLY LOCATED ONE QUARTER MILE EAST OF 48TH AVENUE NW ON THE NORTH SIDE OF WEST INDIAN HILLS ROAD.)

BACKGROUND:

This item is a preliminary plat for Whispering Trails Addition generally located one-quarter mile east of 48th Avenue N.W. on the north side of West Indian Hills Road. This property consists of 39.94 total acres with one (1) large commercial lot consisting of 25.12 acres, three (3) multifamily lots consisting of 14.82 acres. The Norman Board of Parks Commissioners, at its meeting of February 1, 2024, recommended fee in lieu of park land for Whispering Trails Addition. Planning Commission, at its meeting of February 8, 2024, recommended approval of amending the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Commercial and High Density Residential Designations and approval of Ordinance No. O-2324-27 placing this property in the C-2, General Commercial District and RM-6, Medium Density Apartment District. In addition, Planning Commission recommended approval of the preliminary plat for Whispering Trails Addition.

DISCUSSION:

The proposed development, which includes approximately 30 single-family residential lots, 108 multifamily apartment units, and 194,480 square feet of commercial retail space, is expected to generate approximately 7,489 trips per day, 211 AM peak hour trips, and 678 PM peak hour trips. Obviously being well above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this addition as well as a discussion regarding the proposed access points relative to existing streets and/or driveways along 48th Avenue NW and Indian Hills Road. On behalf of the developer, TEC submitted the traffic impact analysis. No traffic operational issues are anticipated due to the development.

STREET	NO. OF LANES	BACKGROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Indian Hills Road	2	7,393	3,745*	11,138	17,100	43.23	65.13
48th Avenue NW	2	3,096	3,745*	6,841	17,100	18.11	40.00

* Trip distribution split is 50% on 48th Avenue NW and 50% on Indian Hills Road

The proposed development will have three access points, the multifamily development and duplex development access is proposed via one full-access driveway or street on 48th Avenue NW. The commercial retail space development would have two full-access public street connections one on 48th Avenue NW and second full-access driveway on Indian Hills Road. The location of the access points, Driveway #1 (onto Indian Hills Road), #2 (southernmost driveway onto 48th Avenue NW), and #3 (northernmost driveway onto 48th Avenue NW), do not meet the minimum driveway spacing requirement in the Engineering Design Criteria and will require variance requests. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated. Drive #3 is going to be a Public Collector Street roadway classification.

While no negative traffic impacts anticipated, an assessment of impact fees was previously established in an earlier traffic study at $194.66 per PM peak hour trip in the J&J traffic impact study. These impact fees were to cover a portion of the costs associated with improvements at the intersections of 36th Avenue NW and Indian Hills Road, 36th Avenue NW and Franklin Road, 48th Avenue NW and Indian Hills Road, and 48th Avenue NW and Franklin Road. The Whispering Hills TIA identified 193 PM peak hour trips through the 48th Avenue NW and Indian Hills Road intersection, 440 PM peak hour trips through the 36th Avenue NW and Indian Hills Road intersection, 68 PM peak hour trips through the 36th Avenue NW and Franklin Road intersection, and 68 PM peak hour trips through the 48th Avenue NW and Franklin Road intersection. These proposed trips correlate to $37,569.38 in traffic impact fees for 48th Avenue NW and Indian Hills Road, $85,650.40 in traffic impact fees for 36th Avenue NW and Indian Hills Road, $13,236.88 in traffic impact fees for 36th Avenue NW and Franklin Road, and $13,236.88 in traffic impact fees for 48th Avenue NW and Franklin Road. In total, $149,693.54 in traffic impact fees for these four intersections along Indian Hills Road and Franklin Road will need to be collected with the filing of the Final Plat.

Public improvements for this property consist of the following:

1. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department. Additional fire hydrants will be required for the large tracts with final platting.

2. **Drainage**. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facilities located throughout the property including a pond at the

northeast corner of the property as well as 2 ponds along Indian Hills Road. A property owner association will be responsible for maintenance of the detention ponds.

3. **Sanitary Sewers**. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

4. **Sidewalks.** Sidewalks will be constructed adjacent to Indian Hills Road and 48th Avenue N.W. Sidewalks will be constructed adjacent to the interior street.

5. **Streets**. The interior street will be constructed in accordance with approved plans and City paving standards. Indian Hills Road will be constructed as a Principal Urban Arterial street. Forty-Eighth Avenue N.W. is designated as Collector Street. However, with the impacts of the developments in this area, staff has determined that two (2) northbound lanes will be required. The developers have agreed to install the two (2) lanes. What makes this property unusual is the west side of 48th Avenue N.W. is in another municipality. City staff may recommend deferral of paving improvements for Indian Hills Road and 48th Avenue N.W. with submittal of final plats.

6. **Water Mains**. There is an existing twelve-inch (12") water main adjacent to Indian Hills Road. Water mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. Depending on how the property is phased, some interior twelve-inch (12") water mains may be required.

7. **Public Dedications**. All rights-of-way and easements will be dedicated to the City with final platting.

STAFF RECOMMENDATIONS:

Based upon the above information, staff recommends approval of the preliminary plat for Whispering Trails Addition.

Reviewed by: Scott Sturtz, Interim Director of Public Works
Chris Mattingly, Director of Utilities
Jason Olsen, Director of Parks and Recreation
Jane Hudson, Director of Planning/Community Development
Kathryn Walker, City Attorney
Darrel Pyle, City Manager

CITY COUNCIL AGENDA PP-2324-9 January 9, 2024

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR WHISPERING TRAILS ADDITION.

LOCATION: Generally located one-quarter mile east of 48th Avenue NW on the north side of Indian Hills Road.

INFORMATION:

1. Owners. Shaz Investment Group, LLC.

2. Developer. Shaz Investment Group, LLC

3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

2. February 1, 2024. The Norman Board of Parks Commissioners, on a vote of 6-0, recommended fee in lieu of park land for Whispering Trails Addition.

3. February 8, 2024. Planning Commission, on a vote of 8-0, recommended amending the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Commercial Designation and High Density Designation.

4. February 8, 2024. Planning Commission, on a vote of 8-0, recommended placing this property in the C-2, General Commercial District and RM-6, Medium District Apartment District and removing it from PUD, Planned Unit Development.

5. February 8, 2024. Planning Commission, on a vote of 8-0 recommended to City Council that the preliminary plat for Whispering Trails Addition be approved.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

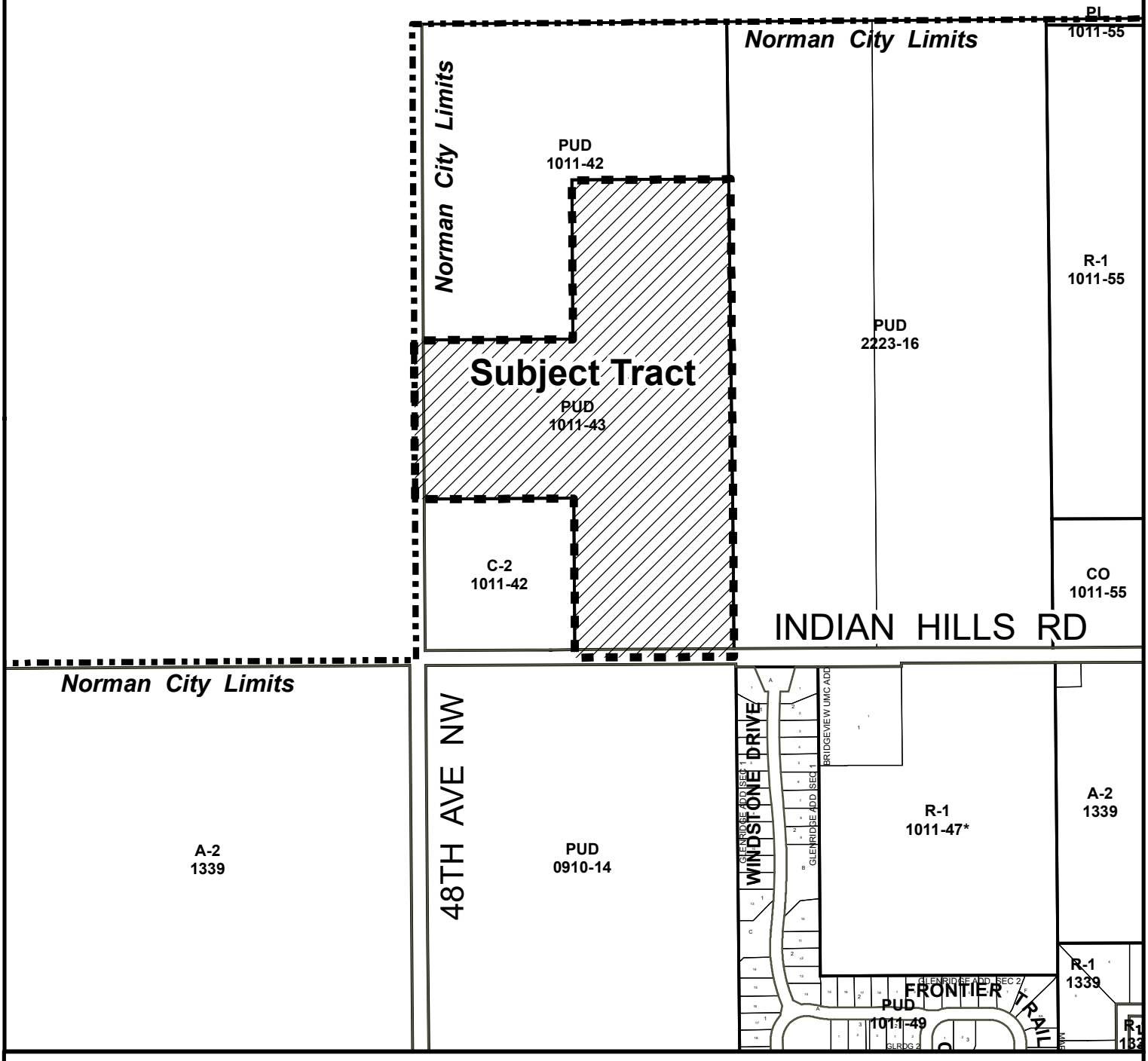
PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, February 8, 2024.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, site plan, preliminary plat, plat Staff report recommending approval, and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the preliminary plat for Whispering Trails Addition.

ACTION TAKEN:_____



Location Map

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

N W E S

October 10, 2023

0 300 600 Ft.

Subject Tract

Zoning

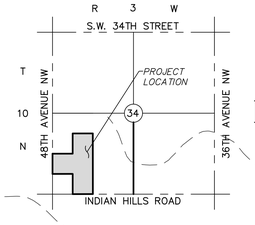
G:\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

© SMC CONSULTING ENGINEERS, P.C. ALL RIGHTS RESERVED THESE DOCUMENTS MAY NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM SMC CONSULTING ENGINEERS, P.C.

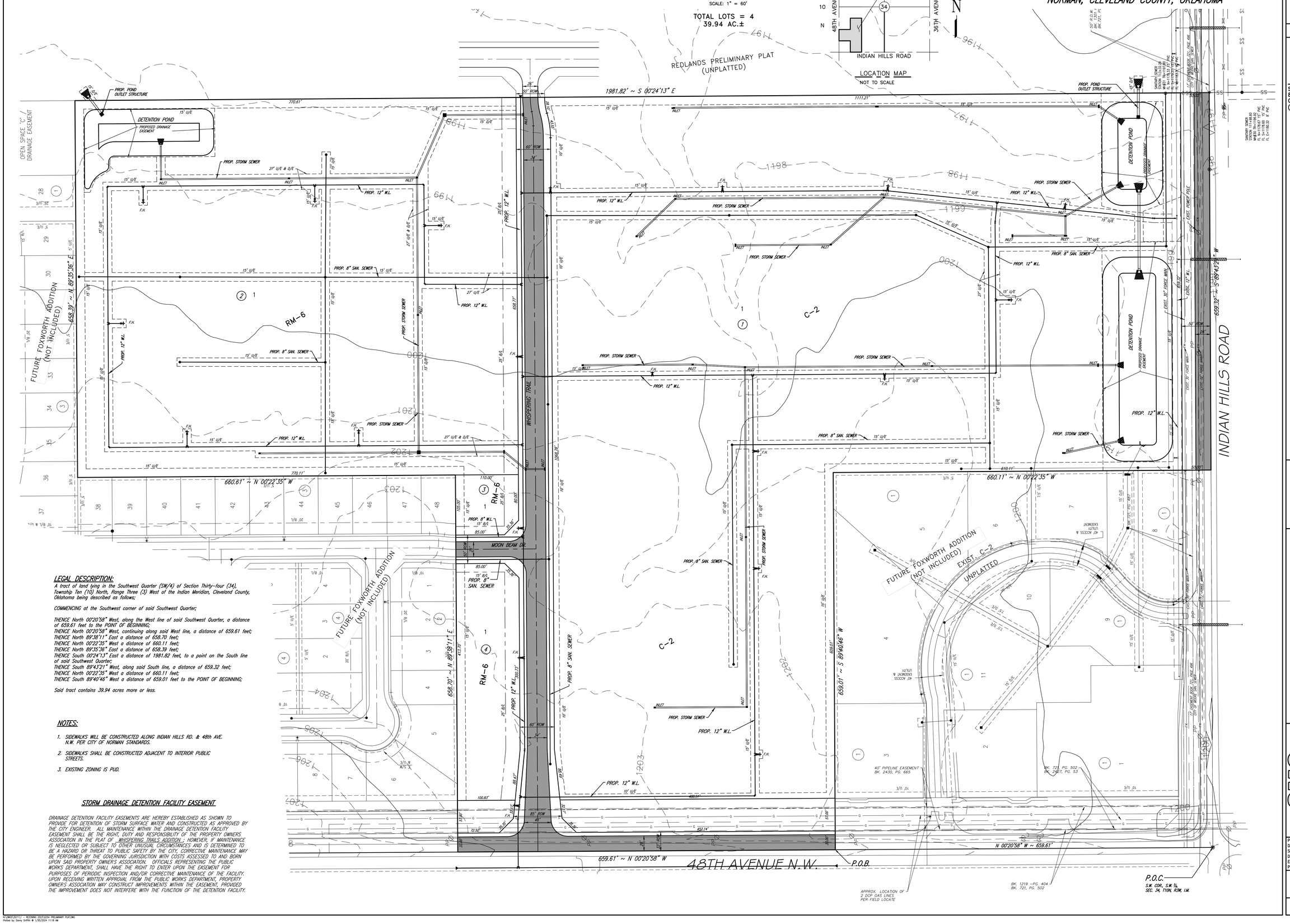
PRELIMINARY PLAT
WHISPERING TRAILS ADDITION
A PART OF THE S.W. 1/4 OF SECTION 34, T10N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

SCALE: 1" = 60'

TOTAL LOTS = 4
39.94 AC.±



LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Ten (10) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma being described as follows;

COMMENCING at the Southwest corner of said Southwest Quarter;

THENCE North 00°20'58" West, along the West line of said Southwest Quarter, a distance of 659.61 feet to the POINT OF BEGINNING;
THENCE North 00°20'58" West, continuing along said West line, a distance of 659.61 feet;
THENCE North 89°38'11" East a distance of 658.70 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE North 89°35'36" East a distance of 658.39 feet;
THENCE South 00°24'13" East a distance of 1981.82 feet, to a point on the South line of said Southwest Quarter;
THENCE South 89°43'21" West, along said South line, a distance of 659.32 feet;
THENCE North 00°22'35" West a distance of 660.11 feet;
THENCE South 89°40'46" West a distance of 659.01 feet to the POINT OF BEGINNING;

Said tract contains 39.94 acres more or less.

NOTES:

1. SIDEWALKS WILL BE CONSTRUCTED ALONG INDIAN HILLS RD. & 48th AVE. N.W. PER CITY OF NORMAN STANDARDS.
2. SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO INTERIOR PUBLIC STREETS.
3. EXISTING ZONING IS PUD.

STORM DRAINAGE DETENTION FACILITY EASEMENT

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

OWNER/DEVELOPER:
SHAZ DEVELOPMENT GROUP INC.
P.O. BOX 720088
NORMAN, OK 73070

DESIGNED BY :
SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN
OKLAHOMA CITY, OK 73106
(405) 232-7715

NOT VALID FOR CONSTRUCTION
OKLAHOMA
Christopher D. Anderson
18288
PROFESSIONAL ENGINEER
1/30/24
UNLESS SIGNED IN THIS BLOCK

PRELIMINARY PLAT

48th AVE. N.W. & INDIAN HILLS RD.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.
315 W. Gray, Suite B205, Norman, OK 73069
P.O. Box 721, Norman, OK 73070
Phone: 405-232-7715 Fax: 405-701-2626
Website: www.smcokc.com
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 1461 EXP. ON 06/30/2025

No.	Revision	Date
1	Revised, layout	10/24/23
2	Revised per staff comments	01/30/24

PROJECT NO.: 6254.00
DATE: 9/21/23
SCALE: 1" = 60'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: #18288

PRELIMINARY PLAT

SHEET NO.
1

N:\JOBS\2021\21 - REZONING 2023\6254 PRELIMINARY PLAT.DWG
Plotted by: Danny Griffith @ 1/30/2024 11:18 AM

File Attachments for Item:

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 (“ZONING”), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-39 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The core portions of Norman's zoning ordinance date to 1954, when there were only three residential districts. Numerous amendments to the code have expanded that number and created various requirements since the 1954 adoption.

In recent years, many residents, and developers in the community have approached city staff regarding building coverage requirements on residential lots. The current coverage requirements for residential lots is as follows: building coverage (all buildings) is limited to 40% and the overall lot coverage is capped at 65%. In many cases the design and development of a lot is in stages, working with the prospective buyer and architect/draftsman to fit the new building on the lot. In other cases, a property owner would like to add an additional room onto the existing house for the growing family/aging parents – and if zoning allows, an accessory dwelling unit/garage apartment. In both cases, there are several meetings back and forth to trim a little here, add a little there, all to keep the building coverage at or under the 40% requirement. When the 40% requirement cannot be met, the applicant has the option of requesting a variance from the Board of Adjustment. Since 2012 to current, Board of Adjustment has heard 22 applications regarding coverage variances: 15 passed, four failed, and three withdrew. The time and cost for an application to the Board of Adjustment is 30-days (or more) and approximately $500 in cost to the applicant.

In 1996, the building coverage in R-1 and R-1A was previously capped at 35%. With the adoption of Ordinance No. O-9697-07 the coverage was increased to 40%. This was done in part to the changes in development trends (older tenants requesting single-story, less yard to maintain) and to stay in line with similar communities. In 1996 there was not an adopted ordinance controlling the maximum coverage for the overall lot.

In April of 2008, the 65% overall coverage requirement was adopted with Ordinance No. O-0708-36; overall coverage had not been included in the previous Zoning Code. In April of 2022, staff presented to the Oversight Committee the discussion item to amend the current requirement of 40% lot coverage, while still maintaining the required overall coverage maximum of 65%. Staff received positive feedback for the item as long as the overall coverage will still be met.

In response to the recent Strong Towns discussions in 2023, staff was directed to draft an accessory dwelling unit (ADU) ordinance. While researching the new ADU ordinance, staff considered lot sizes in the core area of Norman. Many of these lots are smaller than the current lot size requirement, typically 6,000 SF. This can create difficulty in designing an ADU to fit on a lot with an existing single-family home. As reiterated multiple times in the recent Strong Towns initiative, make the next smallest change and then the next smallest to benefit the community. This proposal to remove the 40% building coverage is that next smallest step. The somewhat companion item, next on the agenda, for ADUs is the next smallest step.

As noted, the Zoning Ordinance has been in place since 1954 and development trends change over time. With the exception of writing an entirely new code, the options are to continue to update sections as trends adjust while addressing possible life safety/negative impacts to the community.

DISCUSSION:

The attached proposed amendments remove the structure coverage maximum of 40% of the lot area from the following zoning districts:

- R-1, Single-Family Dwelling District,
- R-1-A, Single-Family Attached Dwelling District,
- R-2, Two-Family Dwelling District,
- RM-6, Medium-Density Apartment District,
- R-3, Multifamily Dwelling District, and
- RO, Residence-Office District.

The impervious coverage maximum of 65% of the lot will remain in each district. This change does not increase impervious areas – a roof, sidewalk, patio area are all impervious, expanding a roof line and reducing a patio will all still be required to meet that 65%.

RECOMMENDATION:

Staff forwards this proposed amendment to the current building coverage maximum requirements located in Chapter 36, Zoning Ordinance, as Ordinance No. O-2324-39 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission unanimously recommended adoption of Ordinance No. O-2324-39 by a vote of 8-0.

ORDINANCE NO. O-2324-39

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM-DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 36-514 (R-1, Single Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

~~(6) *Building coverage*. Coverage allowed under this provision shall be no more than 40 percent of the total lot area.~~

~~(7)~~ (6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a) The driveway is needed to access a garage for three or more cars;
b) The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c) The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 2. That, Section 36-515 (R-1-A, Single-Family Attached Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(3) *Accessory buildings*. Except as hereinafter provided in NCC 36-544; unattached, one-story buildings of accessory use shall be set back five feet from any interior side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line. Such structures may not be constructed within any required ten-foot maintenance easement.

(4) *Intensity of use*.

a. *Lot area*. There shall be a lot area of not less than 4,500 square feet per lot.

~~b. *Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the area of the lot.~~

~~c.~~ b. *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 20-foot front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

1. The driveway is needed to access a garage for three or more cars;
2. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
3. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(e) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed 27 feet in height, unless side and rear setback lines are increased one foot for each additional foot of height above 27 feet; however, the maximum height allowed shall be 35 feet.

(2) Any accessory building exceeding 12 feet in height shall have the required side and rear yard setbacks increased by one foot for each additional foot of height above 12 feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

* * *

§ 3. That, Section 36-516 (R-2, Two-Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*.

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.

b. Where a lot has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

(6) ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 20 percent of the rear yard~~.~~

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard. Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

c. The driveway is needed to access a garage for three or more cars;

d. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

e. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 4. That, Section 36-519 (RM-6, Medium-Density Apartment District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(3) *Rear yard*. The minimum depth of the rear yard shall be 20 feet. One-story unattached buildings of accessory use shall be set back one foot from the utility easement or alley line.

(4) *Intensity of residential use*. One-family and two-family dwellings.

a. *Minimum lot area*. The minimum area of a lot for single-family use shall be 5,000 square feet, subject to the provisions of NCC 36-544(g), and the minimum area of a lot for two-family use shall be 6,500 square feet.

b. ~~*Building coverage*. Main buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 20 percent of the rear yard.

(5) *Intensity of residential use*. Apartment houses and quasi-unit quarters.

a. *Minimum lot area*. The minimum area of a lot for apartment house use shall be 9,000 square feet.

b. *Floor area ratio*. The ratio of floor area to the land area of the site shall not exceed four-tenths (0.4).

c. *Open space ratio*. The ratio of open space to floor area shall be at least one and eight-tenths (1.8).

d. *Livability space ratio*. The ratio of livability space to floor area shall be at least 95 hundredths (0.95).
e. *Recreation space ratio*. The ratio of recreation space to floor area shall be at least 13 hundredths (0.13).

* * *

§ 5. That, Section 36-520 (R-3, Multifamily Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of use*.
a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment.
b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.
c. When a lot of less area than herein required having all boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes.

(6) ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ ~~a~~Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
a. The driveway is needed to access a garage for three or more cars;
b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

§ 6. That, Section 36-521 (RO, Residence-Office District) of the Code of the City of Norman shall be amended to read as follows:

* * *

(5) *Intensity of residential use; options*.
a. *Large lots*. In the case of a lot which is either at least 40,000 square feet in area or bounded on all sides by streets, alleys, railroads, public lands, or physical barriers,

the provisions of either subsection (d)(6) or (7) of this section shall apply, at the option of the applicant for a building permit.

b. *Small lots*. In the case of all other lots, the provisions of subsection (d)(6) of this section shall apply.

(6) *Intensity of residential use; general option*.

a. *Minimum lot area*. The minimum area of a lot for residential use shall be 6,000 square feet, subject to the provisions of NCC 36-544(g).

b. *Floor area ratio*. The ratio of floor area to lot area shall not exceed six-tenths (0.6).

c. ~~*Building coverage*. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Intensity of residential use; large lot option*.

a. The ratio of floor area to the land area of the site shall not exceed eight-tenths (0.8).

b. The ratio of open space to floor area shall be at least 85 hundredths (0.85).

c. The ratio of livability space to floor area shall be at least four-tenths (0.4).

d. The ratio of recreation space to floor area shall be at least 95 thousandths (0.095).

e. ~~Building coverage. Main and accessory buildings shall not cover more than 40 percent of the lot area;~~ Accessory buildings shall not cover more than 30 percent of the rear yard.

(8) *Intensity of mixed-uses*. The residential portion of a mixed building shall be subject to the intensity provisions of residential buildings. The ratio of the floor area of a mixed building to the area of the lot or the land area shall not exceed the following limits:

a. General option: 0.80.

b. Large lot option: 1.00.

(9) *Intensity of nonresidential uses*.

a. *Floor area ratio*. The ratio of the floor area of a nonresidential building to the area of the lot or the land areas shall not exceed the following limits:

1. General option: 1.00.
2. Large lot option: 1.25.

~~b. *Building coverage*. In the case of the general option, main and accessory buildings shall not cover more than 50 percent of the lot area.~~

(10) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required ten-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

ORDINANCE NO. O-2324-39

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM-DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 36-514 (R-1, Single Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

***

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a) The driveway is needed to access a garage for three or more cars;
b) The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c) The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

***

§ 2. That, Section 36-515 (R-1-A, Single-Family Attached Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

***

(3) *Accessory buildings*. Except as hereinafter provided in NCC 36-544; unattached, one-story buildings of accessory use shall be set back five feet from any interior side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line. Such structures may not be constructed within any required ten-foot maintenance easement.

(4) *Intensity of use*.

a. *Lot area*. There shall be a lot area of not less than 4,500 square feet per lot.

b. *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 20-foot front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

1. The driveway is needed to access a garage for three or more cars;
2. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
3. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(e) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed 27 feet in height, unless side and rear setback lines are increased one foot for each additional foot of height above 27 feet; however, the maximum height allowed shall be 35 feet.
(2) Any accessory building exceeding 12 feet in height shall have the required side and rear yard setbacks increased by one foot for each additional foot of height above 12 feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

***

§ 3. That, Section 36-516 (R-2, Two-Family Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

***

(5) *Intensity of use*.

a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling; 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment on the same lot.
b. Where a lot has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived (July 13, 1954), that lot may be used only for the uses permitted in R-1, Single-Family Dwelling District.

(6) Accessory buildings shall not cover more than 20 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard. Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;
b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

***

§ 4. That, Section 36-519 (RM-6, Medium-Density Apartment District) of the Code of the City of Norman shall be amended to read as follows:

***

(3) *Rear yard*. The minimum depth of the rear yard shall be 20 feet. One-story unattached buildings of accessory use shall be set back one foot from the utility easement or alley line.
(4) *Intensity of residential use*. One-family and two-family dwellings.

a. *Minimum lot area*. The minimum area of a lot for single-family use shall be 5,000 square feet, subject to the provisions of NCC 36-544(g), and the minimum area of a lot for two-family use shall be 6,500 square feet.
b. Accessory buildings shall not cover more than 20 percent of the rear yard.

(5) *Intensity of residential use*. Apartment houses and quasi-unit quarters.

a. *Minimum lot area*. The minimum area of a lot for apartment house use shall be 9,000 square feet.
b. *Floor area ratio*. The ratio of floor area to the land area of the site shall not exceed four-tenths (0.4).

c. *Open space ratio*. The ratio of open space to floor area shall be at least one and eight-tenths (1.8).
d. *Livability space ratio*. The ratio of livability space to floor area shall be at least 95 hundredths (0.95).
e. *Recreation space ratio*. The ratio of recreation space to floor area shall be at least 13 hundredths (0.13).

***

§ 5. That, Section 36-520 (R-3, Multifamily Dwelling District) of the Code of the City of Norman shall be amended to read as follows:

(5) *Intensity of use*.
a. There shall be a lot area of not less than 5,000 square feet for a single-family dwelling, and 7,000 square feet for a two-family dwelling or a single-family dwelling and a garage apartment.
b. There shall be a lot area of not less than 9,000 square feet for apartment houses, and 3,000 square feet additional area for each dwelling unit more than three on the lot.
c. When a lot of less area than herein required having all boundary lines touching lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954, that lot may be used only for single-family purposes.

(6) Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, and other impervious surfaces, shall not cover more than 50 percent of the front yard and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
a. The driveway is needed to access a garage for three or more cars;
b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

***

§ 6. That, Section 36-521 (RO, Residence-Office District) of the Code of the City of Norman shall be amended to read as follows:

(5) *Intensity of residential use; options*.
a. *Large lots*. In the case of a lot which is either at least 40,000 square feet in area or bounded on all sides by streets, alleys, railroads, public lands, or physical barriers, the provisions of either subsection (d)(6) or (7) of this section shall apply, at the option of the applicant for a building permit.

b. *Small lots*. In the case of all other lots, the provisions of subsection (d)(6) of this section shall apply.

(6) *Intensity of residential use; general option*.
   a. *Minimum lot area*. The minimum area of a lot for residential use shall be 6,000 square feet, subject to the provisions of NCC 36-544(g).
   b. *Floor area ratio*. The ratio of floor area to lot area shall not exceed six-tenths (0.6).
   c. Accessory buildings shall not cover more than 30 percent of the rear yard.

(7) *Intensity of residential use; large lot option*.
   a. The ratio of floor area to the land area of the site shall not exceed eight-tenths (0.8).
   b. The ratio of open space to floor area shall be at least 85 hundredths (0.85).
   c. The ratio of livability space to floor area shall be at least four-tenths (0.4).
   d. The ratio of recreation space to floor area shall be at least 95 thousandths (0.095).
   e. Accessory buildings shall not cover more than 30 percent of the rear yard.

(8) *Intensity of mixed-uses*. The residential portion of a mixed building shall be subject to the intensity provisions of residential buildings. The ratio of the floor area of a mixed building to the area of the lot or the land area shall not exceed the following limits:
   a. General option: 0.80.
   b. Large lot option: 1.00.

(9) *Intensity of nonresidential uses*.
   a. *Floor area ratio*. The ratio of the floor area of a nonresidential building to the area of the lot or the land areas shall not exceed the following limits:
      1. General option: 1.00.
      2. Large lot option: 1.25.

(10) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required ten-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:
   a. The driveway is needed to access a garage for three or more cars;
   b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or
   c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

Zoning Ordinance Amendment

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-39: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-514 (R-1, SINGLE FAMILY DWELLING DISTRICT), 36-515 (R-1-A, SINGLE-FAMILY ATTACHED DWELLING DISTRICT), 36-516 (R-2, TWO-FAMILY DWELLING DISTRICT), 36-519 (RM-6, MEDIUM DENSITY APARTMENT DISTRICT), 36-520 (R-3, MULTIFAMILY DWELLING DISTRICT), AND SECTION 36-521 (RO, RESIDENCE-OFFICE DISTRICT) OF ARTICLE 36-V OF CHAPTER 36 ("ZONING"), TO REMOVE THE BUILDING COVERAGE MAXIMUM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Ordinance No. O-2324-39 Annotated

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

AUDIENCE PARTICIPATION: Richard McKown, 4409 Cannon Drive, the Chair of the Housing Subcommittee for AIM Norman, spoke in support of this ordinance.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Parker said he is glad to finally see some movement on this issue.

Mr. Brewer commented that the addition of an ADU would not be possible on most lots with the 40% building coverage limit.

Motion made by Kindel, seconded by McKown, to recommend adoption of Ordinance No. O-2324-39 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Ordinance No. O-2324-39 to City Council was adopted by a vote of 8-0.

*

File Attachments for Item:

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-511 (“A-1, GENERAL AGRICULTURAL DISTRICT”), 36-512 (“A-2, RURAL AGRICULTURAL DISTRICT”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-514 (“R-1, SINGLE-FAMILY DWELLING DISTRICT”) AND 36-570 (“BOARD OF ADJUSTMENT”) IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 03/26/2024

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-40 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Accessory Dwelling Units (ADUs) have been a topic of conversation in Norman in recent years. In 2023, the City had a contract with the Strong Towns organization. One of the main ideas to come from the Community Action Lab was to explore options for an Accessory Dwelling Unit (ADU) ordinance. The community would like more options to incrementally increase density without overbuilding lots or causing undue strain on infrastructure.

Staff went to the Council Business and Community Affairs Committee on December 7, 2023, to present general ideas for the ordinance and to gain Council feedback. It was determined the ordinance should not remove or replace some allowable uses, such as garage apartments or guesthouses. The intent is to allow more flexibility with these uses, such as allowing for a one-story, accessible garage apartment.

After more discussions, it was determined the ordinance should only apply in the below mentioned zoning districts. Other residential districts not included already allow for higher density housing and do not require an ADU allowance.

DISCUSSION:

The attached ordinance provides for an ADU by right in the following districts:

- A-1, General Agricultural District,
- A-2, Rural Agricultural District,
- RE, Residential Estate Dwelling District,
- R-1, Single-Family Dwelling District, and
- R-1-A, Single-Family Attached Dwelling District.

In A-1, A-2, and RE, the guesthouse use has been an allowable use. The definition of guesthouse has been expanded to allow for permanent or rental use. Guesthouses have historically been considered accessory uses to single-family dwelling units but not occupied fulltime. The accessory definition has been updated to allow for ADUs. There is no square footage limit for an ADU in these three zoning districts.

In R-1, a new use has been added which states, “one accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) (“ADU”).” The R-1-A district allows for all uses permitted in R-1. The R-2, RM-2 and R-3 districts adopted R-1 uses in this manner, but those have not been included in the ADU allowance or the definition of ADU at this juncture.

The Board of Adjustment Special Exception to permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship language has been updated. This Special Exception will now only be permitted on a parcel which does not already have an ADU. Any lot utilizing the Special Exception may not add an ADU to the same parcel.

Mobile homes are not permitted to be used as an ADU in any district. The utility connection fees for utilities will remain the same as currently is required.

RECOMMENDATION:

Staff forwards this possible amendment for the addition of Accessory Dwelling Units (ADUs) to Chapter 36, Zoning Ordinance, as Ordinance No. O-2324-40 for consideration by City Council.

At their February 8, 2024 meeting, Planning Commission recommended adoption of Ordinance No. O-2324-40 by a vote of 8-0.

Ordinance No. O-2324-40

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATIBILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-101 ("Definitions") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-101 Definitions

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

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the ~~main~~ principal building, structure, or use on the same parcel~~lot, including a private garage~~. If a building otherwise qualified as an accessory building is attached to the ~~main~~principal building by a common wall or roof, such building shall be considered a part of the ~~main~~principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities ~~,~~and private garages~~, and servant's quarters~~. Where "Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary house occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

Accessory dwelling unit or ADU means a dwelling unit that is:

(a) attached to the principal dwelling by a common wall or roof; or

(b) detached from a principal dwelling unit on the same parcel (notwithstanding other language within this chapter, where an ADU is detached, it must be located no further forward than the rear 25% of the principal structure's depth).

AND

(c) is clearly subordinate to the principal dwelling unit in size, including height; and

(d) is not a manufactured or mobile home; and

(e) is located on a legal conforming or legal nonconforming parcel (the burden to establish legal non-conforming status is on the parcel owner or applicant);

(f) complies the development standards of the applicable zoning district in which it is located (unless legal non-conforming status is otherwise established); and

(g) may be utilized only within the A-1, A-2, RE, R-1, and R-1-A Zoning Districts.

* * *

Cooking facilities means an installed oven and/or countertop cooking surface.

* * *

Dwelling means any building or portion thereof which is designed for use for residential purposes.

(a) *Dwelling, multiple*, means a building designed for occupancy by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels or resort type hotels.

(b) *Dwelling, single-family*, means a building designed to be occupied by one family. (See NCC 36-101.)

(c) *Dwelling, two-family*, means a building designed to be occupied by not more than two families.

(d) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities (including cooking facilities, as defined herein) which are used or intended to be used for living, sleeping, cooking, and eating. In quasi-unit quarters, accommodations for every three persons shall be counted as a dwelling unit.

* * *

Guest house means ~~an~~ type of accessory dwelling unit ~~building~~ which is subordinate to~~, or smaller than,~~ the principal residence on the same lot, in the same manner as other ADUs. ~~It is intended to house occasional visitors or non-paying guests of the occupants of the principal residence on the same lot.~~

* * *

§ 2. That Section 36-511 ("A-1, General Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-511 A-1, General Agricultural District

* * *

(b) Uses permitted. Property and buildings in an A-1, General Agricultural District shall be used only for the following purposes:

* * *

(8) Accessory buildings including barns, sheds, and other farm buildings which are not part of the ~~main~~principal building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling; and~~

~~c. Is not a mobile home.~~

(9) One accessory dwelling unit ("ADU").

(10~~9~~) Medical Marijuana commercial grower, as allowed by State law.

(11~~0~~) Medical Marijuana education facility (cultivation activities only), as allowed by State law.

(12~~1~~) Short-term rentals.

* * *

(d) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street or section line right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. For dwellings of one story located on interior lots there shall be a side yard on each side of the main building of not less than five feet and of not less than eight feet for

dwellings of more than one story, except as hereinafter provided in NCC 36-544. For unattached buildings of accessory use, including ADUs, there shall be a side yard of not less than five feet; provided, however, that unattached one-story buildings of accessory use shall not be required to set back more than three feet from an interior side lot line when all parts of the accessory building are located not less than 60 feet from the front property line.

b. For dwellings and accessory buildings located on corner lots there shall be a side yard setback from the intersecting street property line of not less than 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. The interior side yard shall be the same as for dwellings and accessory buildings on an interior lot.

c. ~~Main~~ Principal and accessory buildings, other than dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 35 feet.

(3) *Rear yard*. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building.

(4) *Lot width*. For dwellings there shall be a minimum lot width of 50 feet at the front building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*.

a. For each principal dwelling and buildings accessory thereto, including ADUs, there shall be a lot area of not less than two acres.

b. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, that lot may be used for one single-family dwelling unit and one ADU or for the uses set forth in this subsection b, but not for the raising of animals.

c. For churches, ~~main~~ principal and accessory buildings other than dwellings, and buildings accessory to dwellings the lot area shall be adequate to provide the yard areas required by this section and the off-street parking areas recommended in NCC 36-548 through 36-552.

(6) *Coverage*. ~~Main~~Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard.

§ 3. That Section 36-512 ("A-2, Rural Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-512 A-2, General Agricultural District

* * *

(b) *Uses permitted*. Property and buildings in an A-2, Rural Agricultural District shall be used only for the following purposes:

(7) Accessory buildings, including barns, sheds and other farm buildings which are not part of the ~~main~~principal building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling; and~~

~~c. Is not a mobile home.~~

(8) One accessory dwelling unit ("ADU").

(9~~8~~) Type 2 mobile home.

(10~~9~~) Medical Marijuana commercial grower, as allowed by State law.

(11~~0~~) Medical Marijuana educational facility (cultivation activities only), as allowed by State law.

(12~~1~~) Short-term rentals.

* * *

(d) *Area regulations*.

* * *

(6) *Intensity of use*.

a. For each principal dwelling or other permitted use allowed within the district, and buildings accessory thereto**,** including ADUs, there shall be a lot area of not less than ten acres. Notwithstanding, only one principal dwelling and one ADU may be permitted on any legal A-2 parcel.

b. Where required by NCC 36-533(b)(7) in order to accomplish the transfer of density out of the floodplain areas, lots may be reduced to a minimum of two acres.

c. However, in the area depicted as Ten Mile Flat Conservation Area (as delineated on the attached Ten Mile Flat Conservation Area map dated November 16, 2004, and made a part of this chapter hereto), the lot area shall be not less than 20 acres, except, as provided below.

d. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, of this section that lot may be used for the purpose authorized in this district.

(7) *Coverage*. ~~Main~~Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard. In the Ten Mile Flat Conservation Area as depicted on the attached map, the ~~main~~principal and accessory buildings shall not cover more than 15 percent of the lot area and accessory buildings, including ADUs, shall not cover more than ten percent of the rear yard.

(8) *Building envelope*. In the Ten Mile Flat Conservation Area, the area required for any building envelope (as defined in NCC 36-533(c), as amended) for permissible principal and accessory buildings and on-site waste disposal systems shall be minimized to the maximum extent feasible. When applicable, all building envelopes and the location and extent of on-site waste disposal systems shall be subject to approval of the Floodplain Permit Committee.

§ 4. That Section 36-513 ("RE, Rural Estate Dwelling District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-513 RE, Residential Estate Dwelling District

* * *

(b) *Uses permitted*. Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:

* * *

(5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building. ~~One guest house may be utilized provided:~~

~~a. It is clearly secondary to the larger main dwelling;~~

~~b. The structure is not rented or leased, nor used as a permanent dwelling;~~

~~c. Is not a mobile home.~~

(6) One accessory dwelling unit ("ADU").

(7~~6~~) Short-term rentals.

* * *

(d) *Area and setback regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 50 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. The minimum width of side yard shall be 25 feet for the principal structure. Unattached one-story buildings of accessory use, including ADUs, shall be located at least ten feet from the side property line, or 15 feet if more than one-story, provided such structures are located within the rear half of the lot.

b. On any corner lot a building shall set back from the right-of-way line of the intersecting street a distance of at least 40 feet.

(3) *Rear yard*. There shall be a rear yard having a depth of at least 30 feet. Unattached one-story buildings of accessory use, including ADUs, shall be set back at least ten feet from the rear property line or utility easement, or 15 feet if more than one story, provided such structures are located within the rear half of the lot.

(4) *Lot width*. There shall be a minimum lot width of 150 feet at the building line, and such lot shall abut on a street for a distance of not less than 65 feet except that on a cul-de-sac turn-around this may be reduced to 50 feet.

(5) *Lot depth*. The maximum depth of any lot shall be not more than four times the lot width or 640 feet, whichever be greater.

(6) *Intensity of use*. There shall be a lot area of not less than two acres, except that where a lot or parcel has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, May 8, 1962, that lot may be used for any of the uses permitted by this section but may not be split or divided into smaller lots or parcels; provided, however, that the lot size may be reduced to one acre in those cases where the rear one acre portion of the lot is either being dedicated to the public for park or drainage purposes, or reserved by plat as common open space for recreation or drainage purposes.

(7) *Limit on buildings*. Not more than one ~~main~~ principal building and one accessory dwelling unit shall be constructed on any one lot.

(e) *Height regulations*. Except, as provided in NCC 36-546, no building shall exceed 35 feet in height.

§ 5. That Section 36-514 ("R-1, Single-Family Dwelling District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-514 R-1, Single-Family Dwelling District

* * *

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

* * *

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8~~7~~) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9~~8~~) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10~~9~~) Short-term rentals.

* * *

(c) Area *regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard*.

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a ~~main~~principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard*. There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width*. There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

~~(6) *Building coverage*. Coverage allowed under this provision shall be no more than 40 percent of the total lot area.~~

(6~~7~~) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7~~8~~) *Limit on buildings*. Not more than one ~~main~~principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

§ 6. That Section 36-570 (“Board of Adjustment”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-570 Board of Adjustment

* * *

(g) *Special exceptions defined and enumerated*.

* * *

(2) The Board of Adjustment is hereby empowered and authorized to grant the following exceptions, to wit:

* * *

f. Where an ADU is not already existing on a parcel, t~~T~~o permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or her family. The mobile home must meet all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to three years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every three years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed. While an applicant utilizes this special exception, an ADU may not be added to the same parcel.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____

(City Clerk)

Ordinance No. O-2324-40

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATE USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATIBILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-101 ("Definitions") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-101 Definitions

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

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the principal building, structure, or use on the same parcel. If a building otherwise qualified as an accessory building is attached to the principal building by a common wall or roof, such building shall be considered a part of the principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities and private garages. Where "Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary house occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

Accessory dwelling unit or ADU means a dwelling unit that is:

(a) attached to the principal dwelling by a common wall or roof; or

(b) detached from a principal dwelling unit on the same parcel (notwithstanding other language within this chapter, where an ADU is detached, it must be located no further forward than the rear 25% of the principal structure's depth).

AND

(c) is clearly subordinate to the principal dwelling unit in size, including height; and

(d) is not a manufactured or mobile home; and

(e) is located on a legal conforming or legal nonconforming parcel (the burden to establish legal non-conforming status is on the parcel owner or applicant);

(f) complies the development standards of the applicable zoning district in which it is located (unless legal non-conforming status is otherwise established); and

(g) may be utilized only within the A-1, A-2, RE, R-1, and R-1-A Zoning Districts.

* * *

Cooking facilities means an installed oven and/or countertop cooking surface.

* * *

Dwelling means any building or portion thereof which is designed for use for residential purposes.

(a) *Dwelling, multiple*, means a building designed for occupancy by three or more families living independently of each other, exclusive of auto or trailer courts or camps, hotels or resort type hotels.

(b) *Dwelling, single-family*, means a building designed to be occupied by one family. (See NCC 36-101.)

(c) *Dwelling, two-family*, means a building designed to be occupied by not more than two families.

(d) *Dwelling unit* means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities (including cooking facilities, as defined herein) which are used or intended to be used for living, sleeping, cooking, and eating. In quasi-unit quarters, accommodations for every three persons shall be counted as a dwelling unit.

* * *

Guest house means type of accessory dwelling unit which is subordinate to the principal residence on the same lot, in the same manner as other ADUs.

* * *

§ 2. That Section 36-511 (“A-1, General Agricultural District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-511 A-1, General Agricultural District

* * *

(b) Uses permitted. Property and buildings in an A-1, General Agricultural District shall be used only for the following purposes:

* * *

(8) Accessory buildings including barns, sheds, and other farm buildings which are not part of the principal building.

(9) One accessory dwelling unit (“ADU”).

(10) Medical Marijuana commercial grower, as allowed by State law.

(11) Medical Marijuana education facility (cultivation activities only), as allowed by State law.

(12) Short-term rentals.

* * *

(d) *Area regulations*.

(1) *Front yard*. All buildings shall be set back from street or section line right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. For dwellings of one story located on interior lots there shall be a side yard on each side of the main building of not less than five feet and of not less than eight feet for dwellings of more than one story, except as hereinafter provided in NCC 36-544. For unattached buildings of accessory use, including ADUs, there shall be a side yard of not less than five feet; provided, however, that unattached one-story buildings of accessory use shall not be required to set back more than three feet from an interior side lot line when all parts of the accessory building are located not less than 60 feet from the front property line.

b. For dwellings and accessory buildings located on corner lots there shall be a side yard setback from the intersecting street property line of not less than 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. The interior side yard shall be the same as for dwellings and accessory buildings on an interior lot.

c. Principal and accessory buildings, other than dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 35 feet.

(3) *Rear yard*. There shall be a rear yard for a main building of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller. Unattached buildings of accessory use may be located in the rear yard of a main building.

(4) *Lot width*. For dwellings there shall be a minimum lot width of 50 feet at the front building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*.

a. For each principal dwelling and buildings accessory thereto, including ADUs, there shall be a lot area of not less than two acres.

b. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from which this section is derived, July 13, 1954, that lot may be used for one single-family dwelling unit and one ADU or for the uses set forth in this subsection b, but not for the raising of animals.

c. For churches, principal and accessory buildings other than dwellings, and buildings accessory to dwellings the lot area shall be adequate to provide the yard areas required by this section and the off-street parking areas recommended in NCC 36-548 through 36-552.

(6) *Coverage*. Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard.

§ 3. That Section 36-512 ("A-2, Rural Agricultural District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-512 A-2, General Agricultural District

* * *

(b) *Uses permitted*. Property and buildings in an A-2, Rural Agricultural District shall be used only for the following purposes:

(7) Accessory buildings, including barns, sheds and other farm buildings which are not part of the principal building.

(8) One accessory dwelling unit ("ADU").

(9) Type 2 mobile home.

(10) Medical Marijuana commercial grower, as allowed by State law.

(11) Medical Marijuana educational facility (cultivation activities only), as allowed by State law.

(12) Short-term rentals.

* * *

(d) *Area regulations*.

* * *

(6) *Intensity of use*.

a. For each principal dwelling or other permitted use allowed within the district, and buildings accessory thereto, including ADUs, there shall be a lot area of not less than ten acres. Notwithstanding, only one principal dwelling and one ADU may be permitted on any legal A-2 parcel.

b. Where required by NCC 36-533(b)(7) in order to accomplish the transfer of density out of the floodplain areas, lots may be reduced to a minimum of two acres.

c. However, in the area depicted as Ten Mile Flat Conservation Area (as delineated on the attached Ten Mile Flat Conservation Area map dated November 16, 2004, and made a part of this chapter hereto), the lot area shall be not less than 20 acres, except, as provided below.

d. Where a lot has less area than herein required and all of the boundary lines of that lot touch lands under other ownership at the effective date of the ordinance from

which this section is derived, July 13, 1954, of this section that lot may be used for the purpose authorized in this district.

(7) *Coverage*. Principal and accessory buildings shall not cover more than 25 percent of the lot area on interior lots, and 30 percent of the lot area on corner lots. Accessory buildings, including ADUs, shall not cover more than 20 percent of the rear yard. In the Ten Mile Flat Conservation Area as depicted on the attached map, the principal and accessory buildings shall not cover more than 15 percent of the lot area and accessory buildings, including ADUs, shall not cover more than ten percent of the rear yard.

(8) *Building envelope*. In the Ten Mile Flat Conservation Area, the area required for any building envelope (as defined in NCC 36-533(c), as amended) for permissible principal and accessory buildings and on-site waste disposal systems shall be minimized to the maximum extent feasible. When applicable, all building envelopes and the location and extent of on-site waste disposal systems shall be subject to approval of the Floodplain Permit Committee.

§ 4. That Section 36-513 ("RE, Rural Estate Dwelling District") of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-513 RE, Residential Estate Dwelling District

* * *

(b) *Uses permitted*. Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:

* * *

(5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.

(6) One accessory dwelling unit ("ADU").

(7) Short-term rentals.

* * *

(d) *Area and setback regulations*.

(1) *Front yard*. All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 50 feet.

b. When a lot has double frontage the front yard requirements shall be provided on both streets.

(2) *Side yard*.

a. The minimum width of side yard shall be 25 feet for the principal structure. Unattached one-story buildings of accessory use, including ADUs, shall be located at least ten feet from the side property line, or 15 feet if more than one-story, provided such structures are located within the rear half of the lot.

b. On any corner lot a building shall set back from the right-of-way line of the intersecting street a distance of at least 40 feet.

(3) *Rear yard*. There shall be a rear yard having a depth of at least 30 feet. Unattached one-story buildings of accessory use, including ADUs, shall be set back at least ten feet from the rear property line or utility easement, or 15 feet if more than one story, provided such structures are located within the rear half of the lot.

(4) *Lot width*. There shall be a minimum lot width of 150 feet at the building line, and such lot shall abut on a street for a distance of not less than 65 feet except that on a cul-de-sac turn-around this may be reduced to 50 feet.

(5) *Lot depth*. The maximum depth of any lot shall be not more than four times the lot width or 640 feet, whichever be greater.

(6) *Intensity of use*. There shall be a lot area of not less than two acres, except that where a lot or parcel has less area than herein required and all boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, May 8, 1962, that lot may be used for any of the uses permitted by this section but may not be split or divided into smaller lots or parcels; provided, however, that the lot size may be reduced to one acre in those cases where the rear one acre portion of the lot is either being dedicated to the public for park or drainage purposes, or reserved by plat as common open space for recreation or drainage purposes.

(7) *Limit on buildings*. Not more than one principal building and one accessory dwelling unit shall be constructed on any one lot.

(e) *Height regulations*. Except, as provided in NCC 36-546, no building shall exceed 35 feet in height.

§ 5. That Section 36-514 (“R-1, Single-Family Dwelling District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-514 R-1, Single-Family Dwelling District

* * *

(a) *Uses permitted*. Property and buildings in an R-1, Single-Family Dwelling District shall be used only for the following purposes:

* * *

(6) Accessory buildings.

(7) One accessory dwelling unit with a total area of no more than six hundred fifty square feet (650 SF) ("ADU"), except that this use shall not be adopted by reference into the uses allowed in R-2 ("Two-Family Dwelling District"), RM-2 ("Low-Density Apartment District"), and R-3 ("Multifamily Dwelling District").

(8) Commercial parking only on days when the University of Oklahoma football team plays at home, subject to the following restrictions and conditions:

a. On all sides of the parking area abutting other property a barrier shall be erected so as to prevent vehicles from damaging fences, trees, shrubs or other improvements on the adjoining property, such barrier to be at least two feet within the property line of the property used for parking. All vehicles shall be parked within the property line of such property.

b. An attendant over 18 years of age shall be on duty at all times when vehicles are parked on the property.

c. All papers, containers and other trash shall be removed from the premises immediately after the vehicles have been removed.

d. No vehicle shall ever be parked between the property line and any adjoining street.

e. Unless a driveway is provided, a wooden or metal incline shall be placed in the gutter next to the curb on any street where there is a concrete curb, and the same shall be removed immediately after the last parked vehicle has departed. Such incline shall not exceed 25 feet in length or 12 inches in width.

f. Any violation of the foregoing restrictions, whether by the owner of the property, driver of a vehicle, or other person, shall constitute an offense, and in addition to the other penalties provided by law, the owner or operator of such property so used for parking, upon conviction of such offense, shall not use said property for such purpose for the remainder of the year during which such violation occurs.

(9) Model home, subject to an annual permit, as defined in NCC 36-101, for no more than four years.

(10) Short-term rentals.

* * *

(c) Area *regulations.*

(1) *Front yard.* All buildings shall be set back from street right-of-way lines to comply with the following front yard requirements:

a. The minimum depth of the front yard shall be 25 feet.

b. When a lot has double frontage, the front yard requirements shall be provided on both streets, unless a limits of no access has been established across the rear of the lot.

(2) *Side yard.*

a. Except as hereinafter provided in NCC 36-515 and 36-544, there shall be a side yard on each side of a principal building which shall have a width of not less than five feet; unattached, one-story buildings of accessory use, including ADUs, shall be set back five feet from any side lot line; provided, however, that accessory buildings shall not be required to set back more than three feet from the interior side lot line when all parts of said building are located not more than 50 feet from the rear property line or rear utility easement line.

b. On any corner lot a main building shall set back from the right-of-way line of the intersecting street a distance of 15 feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case. Accessory buildings, including ADUs, shall be set back from the right-of-way line of the intersecting street ten feet in case such lot is back-to-back with another corner lot, and 20 feet in every other case.

c. In no case shall a garage which faces a street be located closer than 20 feet to that street property line.

(3) *Rear yard*. There shall be a rear yard having a depth of not less than 20 feet or 20 percent of the depth of the lot, whichever amount is smaller; unattached one-story buildings of accessory use, including ADUs, shall set back one foot from the utility easement or alley line.

(4) *Lot width*. There shall be a minimum lot width of 50 feet at the building line, and such lot shall abut on a street for a distance of not less than 35 feet.

(5) *Intensity of use*. There shall be a lot area of not less than 6,000 square feet, except that where a lot has less area than herein required and all the boundary lines of that lot touch lands under other ownership on the effective date of the ordinance from which this article is derived, July 13, 1954 that lot may be used for any of the uses permitted by this section.

(6) *Impervious area*. The total amount of impervious area, including all buildings and permanently paved areas shall not cover more than 65 percent of a lot. Paving for parking as required in NCC 36-548, including other impervious surfaces, shall not cover more than 50 percent of the required 25-foot front yard, and comply with NCC 36-550(a)(3). Total impervious area of the front yard can be increased to 70 percent when one or more of the following circumstances occur:

a. The driveway is needed to access a garage for three or more cars;

b. The driveway is part of a circular driveway that includes a landscaped separation from the sidewalk; or

c. The driveway is located on a cul-de-sac lot with lot frontage of less than 40 feet.

(7) *Limit on buildings*. Not more than one principal dwelling and one ADU shall be constructed on any one lot.

(d) *Height regulations*.

(1) Except, as provided in NCC 36-546, no building shall exceed two stories in height. A three-story building may be constructed if the side yards are increased an additional five feet.

(2) Any accessory building, including an ADU, shall not exceed a wall height of ten feet unless the required side and rear yard setbacks are increased by one foot for each additional foot of wall height above ten feet; provided, however, that no accessory building shall exceed the height of the principal building to which it is accessory.

§ 6. That Section 36-570 (“Board of Adjustment”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-570 Board of Adjustment

* * *

(g) *Special exceptions defined and enumerated*.

* * *

(2) The Board of Adjustment is hereby empowered and authorized to grant the following exceptions, to wit:

* * *

f. Where an ADU is not already existing on a parcel, to permit a mobile home to serve as a temporary second dwelling to relieve a medical hardship. The application must include a doctor's statement indicating that the patient is in need of the care of his or

her family. The mobile home must meet all City of Norman Building Code requirements and State of Oklahoma requirements for septic systems. The Exception can be approved for up to three years on any lot that is five acres or greater in the A-2 zoning district. The Exception can be renewed every three years by filing an application for an administrative extension, including a new doctor's statement. Only two (2) administrative extensions may be granted. If a third extension is needed, a new application will be required for Board of Adjustment review. Once the need for the mobile home no longer exists, the mobile home must be removed. While an applicant utilizes this special exception, an ADU may not be added to the same parcel.

* * *

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

ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

NOT ADOPTED this _____ day of _____, 2024.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

CITY OF NORMAN, OK
PLANNING COMMISSION MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, February 08, 2024 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 8th day of February, 2024.

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 6:32 p.m.

ROLL CALL

PRESENT
Cameron Brewer
Steven McDaniel
Liz McKown
Michael Jablonski
Erica Bird
Jim Griffith
Maria Kindel
Kevan Parker

ABSENT
Douglas McClure

A quorum was present.

STAFF PRESENT
Jane Hudson, Director of Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Beth Muckala, Assistant City Attorney
Scott Sturtz, Interim Director of Public Works
Todd McLellan, Development Engineer
Jack Burdett, Subdivision Development Coordinator
David Riesland, Transportation Engineer
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

*

Zoning Ordinance Amendment

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-40: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-511 ("A-1, GENERAL AGRICULTURAL DISTRICT"), 36-512 ("A-2, RURAL AGRICULTURAL DISTRICT"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-514 ("R-1, SINGLE-FAMILY DWELLING DISTRICT") AND 36-570 ("BOARD OF ADJUSTMENT") IN ORDER TO DEFINE AND CREATES USES FOR ACCESSORY DWELLING UNITS, AND OTHER ZONING ORDINANCE AMENDMENTS FOR THE PURPOSES OF COMPATABILITY THEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:
1. Staff Report
2. Ordinance No. O-2324-40 Annotated

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

Ms. Bird raised the question of whether an ADU is necessarily detached; in this ordinance it is not necessary for the ADU to be detached. Ms. Hoggatt added that situation could be better for aging in place for relatives.

AUDIENCE PARTICIPATION: Daniel Zavala Paramo, 609 Nebraska Street, is the Director of Policy for Students for Local Action (SLA). SLA is the University of Oklahoma's first and only student-led climate advocacy group. ADUs are a great way to increase supply of housing without the hurdle of acquiring new property, installing City infrastructure, etc. They tend to be cheaper to rent. They are good for the climate: an efficient use of existing land, increases density, and reduces sprawl. The student members have voted unanimously to endorse ADUs in Norman.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Mr. Brewer spoke in support of the ordinance. The Strong Towns Leadership Committee made five recommendations to Council for discussion at their retreat; the top priority was to develop an ADU ordinance.

Ms. Bird thanked staff for their work on this ordinance.

Motion made by Brewer, seconded by McKown, to recommend adoption of Ordinance No. O-2324-40 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Jablonski, Bird, Griffith, Kindel, Parker

The motion to recommend adoption of Ordinance No. O-2324-40 to City Council passed by a vote of 8-0.

*