

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

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

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL MINUTES OF NOVEMBER 9, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 9, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 9, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 9, 2021

AWARDS AND PRESENTATIONS

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

PROCLAMATIONS

- 3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-14: PROCLAIMING FRIDAY, DECEMBER 3, 2021, AS INTERNATIONAL DAY OF PEOPLE WITH DISABILITIES IN THE CITY OF NORMAN.
- 4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, DECEMBER 10, 2021, AS INTERNATIONAL HUMAN RIGHTS DAY IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

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

First Reading Ordinances

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2021-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

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

BOARD OF ADJUSTMENT

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

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

ENVIRONMENTAL CONTROL ADVISORY BOARD

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

NORMAN FORWARD CITIZENS FINANCE OVERSIGHT BOARD

TERM: 12-22-21 TO 12-22-24: ERIK PAULSON, WARD 2

TERM: 12-22-21 TO 12-22-24: LINDA PRICE, WARD 1

TERM: 12-22-21 TO 12-22-24: ANDY RIEGER, WARD 4

NORMAN HOUSING AUTHORITY

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

Reports/Communications

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

Authorization for Purchase

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

Acceptance of Funds

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

Easement

- 11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-17: A PERMANENT DRAINAGE EASEMENT DONATED BY DURWIN J. GAITHER FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.
- 12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-18: A PERMANENT DRAINAGE EASEMENT DONATED BY JENNIFER ANDERSON AND PETER SOPPELSA, JOINT TENANTS, FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.
- 13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-19: a PERMANENT DRAINAGE EASEMENT FROM SARAH HOLLAND AND ROBERT ASHLEY, JOINT TENANTS, IN THE AMOUNT OF \$10,400 FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.
- 14. CONSIDERATION FOR APPROVAL, GRANT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-22: GRANTING AN EASEMENT TO OKLAHOMA ELECTRIC COOPERATIVE TO PROVIDE ELECTRICAL SERVICE TO THE NEW SANITATION CONTAINER MAINTENANCE BUILDING AT 3440 JENKINS AVENUE.

Special Claims

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

Contracts

- 16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE CONTRACT K-1213-160: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$22,500 FOR A REVISED CONTRACT AMOUNT OF \$219,475 TO PROVIDE ADDITIONAL DESIGN SERVICES ON THE ALAMEDA STREET WIDENING PROJECT FROM RIDGE LAKE BOULEVARD TO 48TH AVENUE S.E. AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT AND ADDENDUM NO. TWO TO CONTRACT K-1819-70: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA,

AND THE BALL CLUBS OF NORMAN (FORMERLY NORMAN YOUTH BASEBALL ACADEMY) FOR THE USE OF REAVES PARK BASEBALL/SOFTBALL FIELDS AND COMPLEX FOR THE PURPOSE OF ORGANIZING AND PROVIDING YOUTH AND ADULT BASEBALL AND SOFTBALL PROGRAMS FOR THE CITY OF NORMAN FOR A PERIOD OF FIVE YEARS.

- 18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-133 (AMENDMENT NO. TWO): BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY FOR THE NORMAN FORWARD YOUTH FOOTBALL IMPROVEMENTS PROJECT AND FINAL PAYMENT OF \$58,952.69.
- 19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-133 AMENDMENT NO. THREE: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY FOR THE SOUTHEAST PARKING ADDITION AT RUBY GRANT PARK (PHASE 1B) PROJECT AND FINAL PAYMENT OF \$16,228.35.
- 20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$3,130.50 FOR A REVISED AMOUNT OF \$305,104.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2020 LOCATIONS, BID 1, (LAKECREST DRIVE FROM 12TH AVENUE N.E. TO ERIE AVENUE AND MCKINLEY AVENUE AND GEORGE AVENUE FROM LINDSEY STREET TO STINSON STREET), FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,405.24
- 21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$3,184.50 FOR A REVISED CONTRACT AMOUNT OF \$298,970.50 FOR THE URBAN CONCRETE PAVEMENT FYE 2020 LOCATIONS, PROJECT 3, (GLENWOOD STREET, WIND HILL ROAD, ABE MARTIN DRIVE; LEANING ELM DRIVE; WINDING CREEK CIRCLE; WOODCREST CREEK DRIVE; HEMPSTEAD COURT; ROCKRIDGE COURT; AND CHARLES STREET), FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,098.54.
- 22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2021-89: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY FOR THE CRESTON WAY AND SCHULTZ DRIVE DRAINAGE IMPROVEMENT PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$53,690.36.

- 23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$12,875,632 FOR A REVISED CONTRACT AMOUNT OF \$16,280,106 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE BUILDING CONCRETE, STEEL/JOIST/DECK FABRICATION & ERECTION, POOLS, CONCRETE/ASPHALT EXTERIOR PAVING, SITE UTILITIES AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$18,453 FOR A REVISED CONTRACT AMOUNT OF \$875,248 ADDING THE ACRES STREET INSET PARKING PROJECT LOCATION TO THE URBAN CONCRETE FYE 2022 LOCATIONS PROJECT, BID #1, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING, INC., THE FYE 2022 SIDEWALK HORIZONTAL SAW CUTTING PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$34,470,
- 26. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2122-20, CONTRACT K-2122-64 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., IN THE AMOUNT OF \$180,000, PERFORMANCE BOND B-2122-46, STATUTORY BOND B-2122-47, AND MAINTENANCE BOND MB-2122-33 FOR THE VINEYARD PARK PLAYGROUND PROJECT AND RESOLUTION R-2122-42 GRANTING TAX-EXEMPT STATUS.
- 27. CONSIDERATION OF AUTHORIZATION, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: A MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT TAP214E(102)AG, STATE JOB 33271(04), FOR THE CONSTITUTION STREET MULTI-MODAL PATH BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD, ADOPTION OF RESOLUTION R-2122-62, AND PAYMENT IN THE AMOUNT OF \$545,459 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL SHARE OF THE PROJECT COST.

Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-50: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE COMPLETION OF A

- SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROCK CREEK ROAD EXTENDING 850 FEET WEST OF PORTER AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.
- 29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROBINSON STREET EXTENDING 420 FEET EAST OF PETERS AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.
- 30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.
- 31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.
- 32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-54 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN REQUESTING CONGESTION MITIGATION AIR QUALITY AQ SMALL GRANT FUNDING FOR AN ELIGIBLE TRANSIT IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT PLAN.
- 33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$50,000 FROM THE LEGACY PARK AUDIO EQUIPMENT PROJECT TO BE USED TO MAKE REPAIRS FOR DAMAGES FROM THE 2020-2021 STORMS, ELECTRICAL UPGRADES, AND AIR COMPRESSOR REPLACEMENT AT LEGACY PARK.
- 34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-65 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN REQUESTING CONGESTION MITIGATION AIR QUALITY PUBLIC FLEET CONVERSION GRANT FUNDING FOR AN ELIGIBLE ALTERNATIVE FUEL INFRASTRUCTURE PROJECT CONSISTING OF TWO NEW ELECTRIC VEHICLE CHARGERS TO BE LOCATED IN THE MUNICIPAL COMPLEX.

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

NON-CONSENT ITEMS

- 36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION, AND THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE OFFICE DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION. (1027 AND 1035 SOUTH BERRY ROAD)
- 37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-15 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 AND 1035 SOUTH BERRY ROAD)
- 38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL MINUTES OF NOVEMBER 9, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 9, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 9, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 9, 2021



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

ITEM TITLE: POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL MINUTES OF NOVEMBER 9, 2021

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

NOVEMBER 9, 2021





CITY OF NORMAN, OK

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, November 09, 2021 at 6:30 PM

MINUTES

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

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

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Breea Clark

Councilmember Ward 1 Brandi Studley

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Kelly Lynn

Councilmember Ward 4 Lee Hall

Councilmember Ward 5 Rarchar Tortorello

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Clark

APPROVAL OF MINUTES

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

CITY COUNCIL MINUTES OF OCTOBER 26, 2021 NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 26, 2021 NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 26, 2021 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 26, 2021

The Minutes were Approved.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Brenda Hall, City Clerk
- 2. City Council minutes of October 26, 2021
- 3. Norman Utilities Authority minutes of October 26, 2021
- 4. Norman Municipal Authority minutes of October 26, 2021
- 5. Norman Tax Increment Finance Authority minutes of October 26, 2021

The Minutes were Approved.

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PROCLAMATIONS

 CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, NOVEMBER 11, 2021, AS VETERANS DAY IN THE CITY OF NORMAN.

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

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

Items submitted for the record

- Staff Report dated November 9, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-12

Participants in discussion

Sergeant Bradley Cooney, Oklahoma National Guard, accepted the proclamation

Receipt of the Proclamation was Acknowledged.

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3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 27, 2021, AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

Receipt of the Proclamation was Acknowledged.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-13

Participants in discussion

1. Ms. Mandy Haws, Owner of Sooner Bowling Center and President of the Norman Chamber of Commerce, accepted the proclamation

Receipt of the Proclamation was Acknowledged.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 23 be placed on the consent docket.

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

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First Reading Ordinance

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

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

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

Items submitted for the record

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

- Letter of protest received September 9, 2021, from Alise Osis and Daniel Mains with attached aerial map
- 14. Letters of protest received August 30, 2021, and June 22, 2021, from David and Kathy Nehrenz with attached aerial map
- 15. Letter of protest received September 3, 2021, from Michelle Nehrenz
- 16. Letter of protest received August 31, 2021, from Gabrielle Mandeville
- 17. Letter of protest received September 2, 2021, from Cynthia Brnx Mills
- 18. Letter of protest received September 2, 2021, from Delbert G. Mills
- 19. Letter of protest received September 2, 2021, from Gary Kruk
- 20. Letter of protest received September 2, 2021, from Micah Alcorn
- 21. Letter of protest received September 3, 2021, from Dana Drury and Stephen Maple with attached aerial map
- 22. Protest and Support Map dated October 14, 2021, containing 12.5% protest and 17.8% support within notification area
- 23. Letter of protest received October 13, 2021, from Nathalie Rocher, PhD, and Solon Clinton
- 24. Letter of protest received October 7, 2021, from Ron LaSpisa
- 25. Letter of protest received October 7, 2021, from Susan Meyer
- 26. Letter of protest received October 7, 2021, from Dennis Yarbro
- 27. Letter of protest received October 7, 2021, from Roxana Leonard
- 28. Letter of protest received October 8, 2021, from Konstantinos Karathanasis, Ph.D., Professor of Music Technology and Composition, School of Music, the University of Oklahoma, and Ekaterini Akarepi, Lecturer of World Music, the University of Oklahoma
- 29. Letter of protest received October 8, 2021, from Leslie Cornwall
- 30. Letter of protest received October 8, 2021, from John B. Cornwall
- 31. Letter of protest received October 8, 2021, from JoAnn Oliver
- 32. Letter of protest received October 12, 2021, from Linda Lockett
- 33. Letter of protest received October 12, 2021, from William Farrell and Alana Sofia
- 34. Letter of protest received October 12, 2021, from William Lockett
- 35. Letter of protest received October 12, 2021, from Kevin and Kricket Connywerdy
- 36. Letter of protest received October 12, 2021, from Carolyn and Gary Kauley
- 37. Letter of protest received October 12, 2021, from Nolita C. Morgan with attached family photograph and photograph of Lindsey and Berry intersection
- 38. Letter of support received October 14, 2021, from Brent Swift, Swift Company
- 39. Revised Traffic Impact Analysis prepared for Shops at Berry, L.L.C., October, 2021, prepared by Traffic Engineering Consultants, Inc., with Figure 1, Project Location Map; Figure 2, Proposed Site Plan; Figure 3, 2021 Existing Traffic; Figure 4, 2023 Future Background Traffic; Figure 5, Proposed Development Traffic; Figure 6, Projected Combined Traffic; Table 1, Projects Site Generate Traffic; Table 2, Level-of-Service Criteria; and Table 3, Intersection Capacity Analysis Results
- 40. Pertinent excerpts from Planning Commission Minutes of October 14, 2021

Ordinance O-2122-15 was Adopted Upon First Reading by Title.

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Item 1.

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

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Heather Poole, Assistant City Attorney
- 2. Ordinance O-2122-26
- 3. Legislatively notated copy of Ordinance O-2122-26
- 4. Oklahoma Uniform Electronic Transactions Act, Oklahoma State Statute Title 12A, Section 15-101

Ordinance O-2122-26 was Adopted Upon First Reading by Title.

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Appointments

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

DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NO. 2

TERM: 11-09-21 TO 04-10-24: ROB NORMAN, WARD 3 TERM: 11-09-21 TO 04-10-24: LANCE VANZANT, WARD 6

TERM: 04-10-21 TO 04-10-24: NICK MIGLIORINO OR HIS DESIGNEE

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-21 TO 10-27-24: LAINEY PHILLIPS, WARD 6 TERM: 10-27-21 TO 10-27-24: DANE HEINS, WARD 7

TERM: 11-09-21 TO 10-27-22: TOM FIGHTMASTER, WARD 6

GREENBELT COMMISSION

TERM: 11-09-21 TO 07-13-22: NATHALIE ROCHER, WARD 2 TERM: 11-09-21 TO 07-13-22: KRISTINA WYCKOFF, WARD 4

Item 6, continued:

HISTORIC DISTRICT COMMISSION

TERM: 10-26-21 TO 10-26-24: TABER HALFORD, WARD 4 TERM: 10-26-21 TO 10-26-24: MITCH BAROFF, WARD 4 TERM: 10-26-21 TO 10-26-24: MICHAEL ZORBA, WARD 6

NORMAN ELECTION COMMISSION

TERM: 09-01-21 TO 09-01-24: TY HARDIMAN, WARD 4

PLANNING COMMISSION

TERM: 11-01-21 TO 11-01-24: LARK ZINK, WARD 7

TERM: 11-01-21 TO 11-01-24: STEVEN MCDANIEL, WARD 3 TERM: 11-09-21 TO 11-01-23: KEVAN PARKER, WARD 1

PUBLIC ART BOARD

TERM: 11-09-21 TO 06-23-23: TARA BURNETT, WARD 1

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

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

Items submitted for the record

1. Staff Report dated November 9, 2021, from Brenda Hall, City Clerk

Receipt of the Appointments was Acknowledged.

* * * * *

Reports/Communications

 CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

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

- 1. Staff Report dated November 9, 2021, from Brenda Hall, City Clerk
- 2. Memorandum dated August 10, 2021, from Chris Mattingly, P.E., Director of Utilities, through Nathan Madenwald, Utilities Engineer, to Darrel Pyle, City Manager
- 3. Change Order No. Four to Contract K-1920-73
- Memorandum dated August 4, 2021, from Carrie Evenson, Stormwater Program Manager, through Shawn O'Leary, Director of Public Works, to Darrel Pyle, City Manager
- 3. Contract K-2122-34 with Attachment A, Kleinfelder Proposal
- Explanation from Lisa D. Krieg, CDBG Grants Manager, regarding Request for Proposal RFP-2021-46
- 5. Contract K-2122-36
- 6. Contract K-2122-37
- 7. Contract K-2122-38
- 8. Contract K-2122-39
- 9. Contract K-2122-40

Receipt of the City Manager's Change Order and Contact Report was Acknowledged.

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Grants

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$40,196.21 FOR THE PURCHASE OF ONE (1) ZOLL X SERIES MONITOR/DEFIBRILLATOR WITH ACCESSORIES FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION BOARD OF DIRECTORS TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Justin Garrett, EMS Director
- Email dated October 5, 2021, from Firehouse Subs Public Safety Foundation, to Justin Garrett and Travis King

The Grant was Accepted.

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Contracts

 CONSIDERATION OF APPROVAL, AUTHORIZATION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EXPENDITURE NO. SEVEN FOR ON-CALL CONTRACT K-1314-102: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND SMITH-ROBERTS LAND SERVICES, INC., IN THE AMOUNT OF \$29,005 TO PROVIDE ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Paul D'Andrea, Capital Projects Engineer
- 2. Letter dated October 28, 2021, from Mark W. Bilyeu, SR/WA, R/W-URAC, President, Smith-Roberts Land Services, Inc., to Mr. Paul D'Andrea, PE, Project Manager, the City of Norman
- 3. Project location maps

Expenditure No. Seven for On-Call Contract K-1314-102 was Approved.

* * * * *

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT BY \$27,814.96 FOR A REVISED CONTRACT AMOUNT OF \$700,510.54 AND ADDING 146 CALENDAR DAYS TO THE CONTRACT FOR THE PICKARD AVENUE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$35,025.53.

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

- 1. Staff Report dated November 9, 2021, from Joseph Hill, Program Manager
- 2. Change Order No. Two to Contract K-2021-5
- 3. Project location maps
- 4. Photographs of Pickard Avenue completed and under construction

Change Order No. Two to Contract K-2021-5 was Approved.

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11. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-120: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$20,734.80 FOR A REVISED CONTRACT AMOUNT OF \$155,584.80 FOR THE 2021 CAMPUS CORNER CAPITAL IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, FINAL PAYMENT IN THE AMOUNT OF \$27,477.30 AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- Staff Report dated November 9, 2021, from Nate McNeely, Engineering Assistant
- 2. Change Order No. One to Contract K-2021-120

Participants in discussion

1. Mr. Scott Sturtz, City Engineer

Change Order No. One to Contract K-2021-120 was Approved.

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Item 1.

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTIOL REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-13, CONTRACT K-2122-5 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION COMPANY, L.L.C., IN THE AMOUNT OF \$205,225, PERFORMANCE BOND B-2122-9, STATUTORY BOND B-2122-10, AND MAINTENANCE BOND MB-2122-5 FOR THE GROVER LANE RECONSTRUCTION PROJECT AND RESOLUTION R-2122-5 GRANTING TAX EXEMPT STATUS.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Brandon Brooks, Staff Engineer
- 2. Tabulation of Quotes dated October 14, 2021, for the Street Maintenance Bond Program, FYE 2022 Urban Reconstruction, Grover Lane Project
- 3. Contract K-2122-5
- 4. Performance Bond B-2122-9
- 5. Statutory Bond B-2122-10
- 6. Maintenance Bond MB-2122-5
- 7. Resolution R-2122-5
- 8. Project location map

The Bid was Awarded, the Contract and Bonds were Approved, and the Resolution Was Adopted.

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2122-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE FYE 2022 BRIDGE MAINTENANCE PROGRAM AND FINAL PAYMENT OF \$7,552.45.

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

- 1. Staff Report dated November 9, 2021, from Joseph Hill, Program Manager
- 2. Project location map

The Project was Accepted.

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14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND I.V.S. INC., D/B/A ANGELTRAX, IN AN AMOUNT NOT-TO-EXCEED \$122,473.62 TO PROVIDE A PUBLIC TRANSPORTATION ON-BOARD SURVEILLANCE SYSTEM FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- Staff Report dated November 9, 2021, from Taylor Johnson, Transit and Parking Program Manager
- 2. Contract K-2122-43 with Attachment A, Scope of Services; Attachment B, Compensation; and Attachment C, Schedule

Contract K-2122-43 was Approved.

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15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-22, CONTRACT K-2122-44 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WYNN CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$75,000; PERFORMANCE BOND B-2122-34; STATUTORY BOND B-2122-35, AND MAINTENANCE BOND MB-2122-27 FOR THE WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK PROJECT AND AUTHORIZING THE UTILITIES DIRECTOR TO PURCHASE MATERIALS ON BEHALF OF THE CONTRACTOR.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Rachel Croft, Staff Engineer
- 2. Bid Tabulation for Water Treatment Plant Carbon Dioxide Replacement Tank
- 3. Contract K-2122-44
- 4. Performance Bond B-2122-34
- 5. Statutory Bond B-2122-35
- 6. Maintenance Bond MB-2122-27

The Bid was Awarded and the Contract and Bonds were Approved.

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16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-62: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SMITH ROBERTS BALDISCHWILER, L.L.C., IN THE AMOUNT OF \$59,000 TO PROVIDE ENGINEERING SERVICES ASSOCIATED WITH THE SOUTH LAKE ADDITION WATER LINE REPLACEMENT PROJECT

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Rachel Croft, Staff Engineer
- 2. Contract K-2122-62 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation
- 4. Project location map
- 5. Ranking for Request for Qualifications 2122-14 dated September 14, 2021, from Rachel Croft, Staff Engineer, Norman Utilities Authority, to Whom It May Concern

The Contract was Approved.

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17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT Q "
POSTPONEMENT OF CONTRACT K-2122-69: A REAL ESTATE PURCHASE AND
SALE AGREEMENT WITH THE DRABEK TRUST FOR THE ACQUISITION OF
PROPERTY NEEDED FOR THE JAMES GARNER NORMAN FORWARD FLOOD TO
ACRES PROJECT.

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

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

Items submitted for the record

- Staff Report dated November 9, 2021, from Elisabeth Muckala, Assistant City Attorney
- 2. Contract K-2122-69 with Exhibit "A", Description of the Property

The Contract was Approved.

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18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA. AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2021, THROUGH JUNE 30, 2022.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Kathryn Walker, City Attorney
- 2. Contract K-2122-70

Participants in discussion

1. Ms. Lisa Wells, Executive Director of the Pioneer Library System

The Contract was Approved.

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Resolutions

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-48: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$146,660 FROM THE 48TH AVENUE N.W. PROJECT FROM INDIAN HILLS ROAD TO ONE MILE NORTH OF 34TH STREET IN MOORE AND APPLYING FUNDS TO THE TECUMSEH ROAD PROJECT FROM 156TH AVENUE N.E. TO 180TH AVENUE N.E.

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

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

Items submitted for the record

- Staff Report dated November 9, 2021, from Joseph Hill, Streets Program Manager
- 2. Resolution R-2122-48
- 3. Project location maps

The Resolution was Adopted.

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20. <u>RESOLUTION R-2122-55</u>: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS FOR 2022.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Brenda Hall, City Clerk
- 2. Resolution R-2122-55

The Resolution was Adopted.

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21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q POSTPONEMENT OF RESOLUTION R-2122-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY HENRY L. BASKEYFIELD UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF HENRY L. BASKEYFIELD V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-03971 A, DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Jeanne Snider, Assistant City Attorney
- 2. Resolution R-2122-56
- 3. Summary of Workers' Compensation Case for Henry L. Baskeyfield

The Resolution was Adopted.

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-59: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN TRANSFERRING \$950,000 FROM VARIOUS CAPITAL PROJECTS IN ORDER TO PROVIDE FUNDING FOR ASBESTOS REMEDIATION FOR THE DEVELOPMENT CENTER

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Anthony Francisco, Director of Finance
- 2. Resolution R-2122-59

The Resolution was Adopted.

* * * * :

Item 1.

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETINGS SCHEDULED FOR NOVEMBER 23 AND DECEMBER 28, 2021, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR NOVEMBER 30, 2021.

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

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Brenda Hall, City Clerk
- 2. Resolution R-2122-60

The Resolution was Adopted.

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COUNCIL ANNOUNCEMENTS

<u>Tree Canopy on 12th Avenue East.</u> Councilmember Studley said she had been contacted by several constituents about the tree canopy being removed on 12th Avenue S.E. between Lindsey Street and Boyd Street. She said Councilmember Holman reached out to Oklahoma Electric Cooperative and was told that all of the property owners had been notified and had given their permission to remove the trees. She said this tree canopy created a sound barrier and a shield from the traffic on 12th Avenue. She said the issue will be discussed in a future Council Committee Meeting after a new forester has been hired.

Councilmember Schueler said this has also been a concern for her; she and Councilmember Hall have plans to have a Town Hall Meeting regarding Tree Canopies after a new City Forester is hired.

Councilmember Holman said VisitNorman had recently posted about how much they love Norman's trees. He said his personal opinion of trees is they make property so much more valuable.

Council Announcements, continued:

Mutual Aid Fair and Ward 1 Town Hall. Councilmember Studley announced a Mutual Aid Fair will be Saturday, November 20th, from 12:00 p.m. to 3:00 p.m. at Irving Recreation Center sponsored by Red Dirt Collective. She said there will be free groceries, free hygiene products, clothing, books, pet food, free haircuts, and free car brake light and bicycle repairs. She said the Parks and Recreation Department will be hosting games for children at the event; and Oklahoma Peoples' Party will be giving away lunches. She said she will be having a Town Hall Meeting at Irving Recreation Center Gym at 1:00 p.m. on that day. She urged people to attend.

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<u>Homelessness</u>. Councilmember Studley said if we invested the money we are spending on criminalizing homelessness on housing, we would have more homes, not handcuffs.

*

Oversight Committee Meeting Cancelled. Mayor Clark announced that the City Council Oversight Committee meeting has been cancelled due to the Veteran's Day Holiday.

Councilmember Hall said the next Oversight Committee Meeting will be held December 9th and a monthly report will be provided regarding homelessness efforts.

*

<u>Happy Veteran's Day</u>. Councilmember Lynn wished all veterans a Happy Veteran's Day. He said their service is appreciated.

Mayor Clark thanked Councilmember Lynn for his service.

Councilmember Tortorello said he wanted to echo Councilmember Lynn's words because he and Councilmember Lynn are veterans, several past Councilmembers are/were veterans, and there are veterans in the audience. He said every day should be Veteran's Day and urged everyone to attend the Veteran's Parade.

Councilmember Holman also encouraged people to go to the Veteran's Parade as well as a visit to the Veteran's Memorial in Reaves Park. He said Norman and the State of Oklahoma have one of the highest per capita number based on our population for people who have served in the military. He said he appreciates their service.

Councilmember Foreman thanked all veterans who have served and their families who have sacrificed just as much.

Councilmember Peacock expressed his appreciation and respect to all of the veterans and said he was truly thankful for their service and sacrifices.

Council Announcements, continued:

<u>Paint Collection Event</u>. Councilmember Hall reminded everyone that they must register for the Paint Collection Event that will be held Saturday, November 13th, at Reaves Park from 9:00 a.m. to 1:00 p.m. in order to participate.

*

<u>The Well Grand Opening</u>. Councilmember Hall said the Grand Opening of the Cleveland County Project called "The Well". She said this is Cleveland County's transformational project, a new wellness hub for Norman located on James Garner Avenue. She said the ceremony starts at 10:00 a.m. on Friday, November 12th. She said there is a full slate of activities. She said they will also be participating in the Second Friday Art Walk.

*

<u>Second Friday Art Walk</u>. Councilmember Hall announced that Friday, November 12th, was Second Friday Art Walk in the Walker Art District and Historic Downtown Norman.

*

New Public Art Installation. Councilmember Hall said there was a new public art installation that will be recognized on Friday at 5:00 p.m. at Andrews Park. She said this artwork is by M.J. Alexander, made possible by the NORMAN FORWARD 1% for Art Program, and invited visitors to explore the pathways of Andrews Park and discover the observations, wisdom, and humor of those who have walked the streets of Norman over the years immortalizing selective quotations from Normanites sandblasted into the park's sidewalks.

*

<u>Mayor's Appointments</u>. Councilmember Foreman thanked all of the Ward Six Appointees to Boards and Commissions.

*

<u>East Side Library</u>. Councilmember Foreman said the East Side Library is a gem for Ward 6 and everyone loves it.

*

<u>Christmas Decorations</u>. Councilmember Foreman thanked Mr. Jason Olsen, Director of Parks and Recreation, and his Staff, for installing the Christmas decorations.

*

<u>Community Planning and Transportation Committee Meeting Cancelled</u>. Councilmember Holman said the Community Planning and Transportation Committee meeting is cancelled for the month of November. He encouraged anyone interested in transportation or road construction issues to attend the meetings.

Council Announcement, continued:

<u>Shop Norman</u>. Councilmember Holman said Oklahoma is the only State in the United States that relies solely on sales tax for the general operations of City government. He said former Councilmember Dan Quinn used to say "Shop Norman" in his comments at every meeting. He said if anyone is going to buy anything, please buy it in Norman.

Councilmember Peacock said he really appreciated all of the small businesses in Norman and also said "Shop Norman".

*

Thanks to Staff at Water Treatment Plant. Mayor Clark thanked the Staff at the Water Treatment Plant and said the tour of the Water Treatment Plant was very successful with over 40 people in attendance. She thanked State Representative Jacob Rosencrantz for attending. She said if anyone is interested in touring the Water Treatment Plant or Water Reclamation Facility, contact the Utilities Department Staff.

*

Among Friends Activity Center. Mayor Clark thanked her friends at Among Friends Activity Center for hosting her students from the JC Penney Leadership Program at the University of Oklahoma (OU), who visited the facility and spent the time coloring in City of Norman coloring books, some OU coloring sheets, and some from the Ruby Grant Public Art Ribbon Cutting. She said it was a lot of fun.

*

<u>East Side Norman Regional Health Systems (NRHS) Topping Out Ceremony</u>. Mayor Clark announced the East Side Norman Regional Health Center Topping Out Ceremony for the Emergency Center on Highway 9 for NRHS will be at 4:00 p.m. on Thursday, November 11th. She said it has been so exciting to see our community invest and expand health care.

*

<u>Turkey Trot 5K Run</u>. Mayor Clark said the Turkey Trot 5K Run will be Thanksgiving Day, Thursday, November 25th, at 8:30 a.m. with proceeds benefitting Big Brothers Big Sisters. She said the runners will meet at 8:30 a.m. on the east side of Norman High School off Pickard Avenue. She said she will be attending.

*

<u>Center for Children and Families (CCFI)</u>. Mayor Clark thanked Councilmember for contributing to the CCFI Holiday Wishes; she said Council contributes every year which will provide gifts for three different children.

State of the City. Mayor Clark said she will be holding a "State of the City" on Tuesday, November 30th, at 5:00 p.m. She said it will be a great update about what the City has accomplished over the past year and where the City is going. She said the City of Norman has the hardest working staff in the state and she wants to highlight some of the great things both staff and City Council are working on. She said, additionally, Governor John Johnson of the Absentee Shawnee Tribe will be providing an update about what the Tribe has been doing.

* * * * *

NON-CONSENT ITEMS

Second Reading Ordinance

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SUBSTITUTE ORDINANCE O-2122-7: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22-431.2 (COMMUNICATION FACILITIES) OF ARTICLE XII OF CHAPTER 22 (ZONING ORDINANCE); TO ESTABLISH AND FURTHER DEFINE ADDITIONAL STANDARDS FOR SMALL CELL APPLICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance O-2122-7 was postponed on October 26, 2021, with a motion on the floor to adopt Upon Second Reading by Title moved by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 7 Holman to substitute Ordinance O-2122-7

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

Motion on the floor to adopt Ordinance O-2122-7, as substituted.

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Heather Poole, Assistant City Attorney
- 2. Legislatively notated copy of Proposed Substitute Ordinance O-2122-7
- 3. Proposed Substitute Ordinance O-2122-7
- 4. Ordinance O-2122-7 originally submitted
- 5. Legislatively notated copy of Ordinance O-2122-7 originally submitted
- 6. City Council Study Session minutes dated July 20, 2021

Items submitted for the record, continued

- 7. The City of Bixby, Oklahoma, exceptions to the preference of a vendor collocating on another pole
- 8. Ordinance for Small Cell Facilities from the City of Jenks, Oklahoma
- Ordinance for Small Cell Telecommunication Facility from the City of Stillwater, Oklahoma

Participants in Discussion

- 1. Ms. Heather Poole, Assistant City Attorney
- 2. Mr. John Gray, Assistant Vice-President and Senior Legal Counsel, AT&T Communications

Ordinance O-2122-7 was Adopted Upon Second Reading, as substituted.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 4 Hall to adopt Ordinance O-2122-7, as substituted, Upon Final Reading as a Whole.

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

* Councilmember Peacock left the Council Chambers before the final vote.

Ordinance O-2122-7 was Adopted Upon Final Reading, as substituted.

* * * * *

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF ORDINANCE O-2122-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT, FOR PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3000 EAST ROBINSON STREET)

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

- 1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
- 2. Ordinance O-2122-4
- 3. Location map
- 4. Planning Commission Staff Report dated July 8, 2021, with attached aerial location map
- 5. City of Norman Predevelopment Summary PD21-24 dated June 24, 2021, from Norman Utilities Authority for property located at 3000 East Robinson Street
- 6. Pertinent excerpts from Planning Commission Minutes of July 8, 2021 Participants in discussion
 - 1. Mr. Nathan Madenwald, Utilities Engineer

Ordinance O-2122-4 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2122-4 was Adopted Upon Final Reading as a Whole.

* * * * *

26. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT OF ORDINANCE O-2122-5 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USES IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF SECTION EIGHTEEN (18), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3500 JENKINS AVENUE)

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

- 1. Staff Report dated October 26, 2021, from Nathan Madenwald, Utilities Engineer
- 2. Ordinance O-2122-5
- 3. Location map
- 4. Planning Commission Staff Report dated July 8, 2021 with attached aerial location map
- 5. City of Norman Predevelopment Summary PD21-25 dated June 24, 2021, from Norman Utilities Authority for property located at 3500 Jenkins Avenue
- 6. Protest map dated July 6, 2021, containing 4.7% protest within notification area
- 7. Letter of protest filed July 2, 2021, from Kevin John Potts
- 8. Pertinent excerpts from Planning Commission Minutes of July 8, 2021

Participants in discussion

Mr. Nathan Madenwald, Utilities Engineer

Ordinance O-2122-5 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2122-5 was Adopted Upon Final Reading as a Whole.

* * * * *

27. CONSIDERATION OF APPROVAL, REJECTION, POSTPONEMENT OR AMENDMENT TO ORDINANCE O-2122-6 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), SECTION 431.5, OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL AND MULTI-FAMILY AND ALL OFFICE, COMMERCIAL AND INDUSTRIAL DISTRICTS, LESS C-3, INTENSIVE COMMERCIAL DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- 1. Staff Report dated October 26, 2021, from Jane Hudson, Director of Planning and Community Development
- Planning Commission Staff Report dated September 9, 2021 with Exhibit A, Green Building Code Update; Exhibit B, Community Planning and Transportation Committee minutes of April 22, 2021; Exhibit C, Existing Zoning Code Ordinance – Parking; Exhibit D, Annotated Zoning Code Ordinance – Parking; and Exhibit E, Pertinent excerpts from City Council Study Session minutes of July 20, 2021
- 3. Ordinance O-2122-6
- 4. Legislatively notated copy of Ordinance O-2122-6
- 5. Pertinent excerpts from Planning Commission Minutes of September 9, 2021 Participants in discussion
 - 1. Ms. Jane Hudson, Director of Planning and Community Development

Ordinance O-2122-6 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2122-6 was Adopted Upon Final Reading as a Whole.

* * * * *

MISCELLANEOUS COMMENTS

<u>City Fleet Covered Parking</u>. Mr. Dan Munson, Ward 6, said the City's vehicle fleet has taken a pounding from the last two hail storms and suggested expanding covered parking. He said when major construction or renovations are taking place, the covered parking should be considered. He said he did not know how much it would cost the city to repair all of those vehicles. He said there is a mechanism through the Infrastructure Bill that had just been passed. He said part of the bill incudes solar and what is common in the west United States is covered parking that also doubles as a solar field. He hoped this would be considered as a project.

Emergency Shelter. Mr. Dan Munson, Ward Six, said last October, it was estimated that the City's emergency shelter would hold approximately 40 people. He said the structure is approximately 5,500 square feet with approximately 45,000 square feet inside the facility. He said the Center for Disease Control (CDC) has very specific guidelines for a six-foot separation of beds and they recommend a head to toe configuration for those beds. He said that equals approximately 55 beds in that facility. He said he would like staff to evaluate the capacity of the shelter and maximize our investment.

ADJOURNMENT Item 1.

The Meeting was Adjourned at 8:14 p.m.		
Mayor	 City Clerk	

File Attachments for Item:

2. PRESENTATION OF AN AWARD FOR LAW ENFORCEMENT REACCREDITATION TO THE NORMAN POLICE DEPARTMENT FROM THE OKLAHOMA ASSOCIATION OF CHIEFS OF POLICE



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster and Oklahoma Association of Chiefs of Police

PRESENTATION OF AN AWARD FOR LAW ENFORCEMENT RE-

ITEM TITLE: ACCREDITATION TO THE NORMAN POLICE DEPARTMENT FROM THE

OKLAHOMA ASSOCIATION OF CHIEFS OF POLICE

BACKGROUND:

On November 3, 2021, the Norman Police Department participated in an on-site re-accreditation process from the Oklahoma Association of Chiefs of Police, Oklahoma Law Enforcement Accreditation Program.

The concept of law enforcement accreditation began in the 1970's when the need to upgrade the profession's overall best practices. The goal was, and is to ensure "professionalism" in every phase of law enforcement service. In July 1996, the Oklahoma Association of Chiefs of Police (OACP) received a grant to implement a law enforcement accreditation program in Oklahoma. A committee including representatives from municipal, county and state law enforcement, municipal assurance attorneys, and law enforcement bargaining units was formed to review and develop Oklahoma appropriate law enforcement accreditation standards. The standards (or best practices) are intended to assist agencies in the efficient and effective delivery of law enforcement services. The standards cover all aspects of operations including individual's rights, use of force, vehicle pursuits, property and evidence management, and other administrative, patrol, and investigative operations.

The Norman Police Department was first accredited in 1999 and has been re-accredited 5 consecutive times prior to this one.

DISCUSSION:

Accreditation is a voluntary process involving an internal agency review followed by an on-site critical assessment of the agency's policies, procedures, facilities, and operations by a team of law enforcement professionals from outside the agency. A comprehensive assessment report was forwarded to the Oklahoma Law Enforcement Accreditation Commission for review followed by the final review and determination by the Oklahoma Association of Chiefs of Police Executive Board.

The Norman Police Department works hard to be a leader in policing and to set an example for other agencies. The accreditation process provides for an independent review of the department's overall operations with the goal of informing the department, city staff, city leadership, and members of the community on how well we conform to current professional standards and best practices.

RECOMMENDATION:

It is recommended that the Council recognize the Norman Police Department for achieving and maintaining accredited status from the Oklahoma Association of Chiefs of Police by permitting the award to be presented to the Chief of Police.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-14: PROCLAIMING FRIDAY, DECEMBER 3, 2021, AS INTERNATIONAL DAY OF PEOPLE WITH DISABILITIES IN

THE CITY OF NORMAN.

Proclamation

P-2122-14

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, DECEMBER 3, 2021, AS INTERNATIONAL DAY OF PEOPLE WITH DISABILITIES IN THE CITY OF NORMAN.

- § 1. WHEREAS, the International Day of People with Disabilities was proclaimed in 1992 by the United Nations General Assembly; and
- § 2. WHEREAS, the City of Norman encourages understanding of disability issues and driving awareness to the meaningful strides people with disabilities and their advocates have made to improve legislation, services, economic viability, and way of life; and
- § 3. WHEREAS, people with disabilities often face barriers to inclusion in various ways, the City of Norman is committed to creating a community which is inclusive and provides accessible environments; and
- § 4. WHEREAS, in May 2019, the City of Norman codified the Norman Citizen's ADA Advisory Committee to pursue advancements as laid out by the City's Self-Evaluation and Transition Plans, and other opportunities as they may come about; and
- § 5. WHEREAS, partnerships are key, such as the collaboration between the Citizen's ADA Advisory Committee, the Cleveland County disABILITY Coalition, and the commitment of city staff who make up the City of Norman ADA Staff Liaison Committee;

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

§ 6. Do hereby proclaim Friday, December 3, 2021 as International Day of People with Disabilities in the City of Norman and invite all citizens to join me in recognizing and supporting this important population and efforts in our community.

PASSED AND APPROVED this 30th day of November, 2021.

(f) 3	ATTEST:	Mayor	
ı	City Clerk		



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

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

THE CITY OF NORMAN.

Proclamation

P-2122-15

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, DECEMBER 10, 2021, AS INTERNATIONAL HUMAN RIGHTS DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman is proud to support the importance of inalienable human rights everyone is entitled to, regardless of race, religion, sex, gender, language, politics, origin, or other status; and
- § 2. WHEREAS, in February 1947 Eleanor Roosevelt chaired the Universal Declaration of Human Rights Drafting Committee; and
- § 3. WHEREAS, the Universal Declaration of Human Rights was adopted by the United Nations General Assembly on December 10, 1948; and
- § 4. WHEREAS, the City of Norman supports Human Rights through its own Human Rights Commission, which is responsible for administering Chapter 7, Civic Rights Code; and
- § 5. WHEREAS, the 2021 theme is Equality Reducing inequalities, advancing human rights; and
- § 6. WHEREAS, the City of Norman is committed to creating a city where principals of equity, dignity, and justice are reflected in all we do;

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

§ 7. Do hereby proclaim Friday, December 10, 2021, as International Human Rights Day in the City of Norman and invite all citizens to join me in celebrating.

PASSED AND APPROVED this 30th day of November, 2021.

ATTEST:	Mayor	
City Clerk		



File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2021-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Darrel Pyle

PRESENTER: Kathryn Walker, City Attorney

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

POSTPONEMENT OF ORDINANCE O-2021-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE

SEVERABILITY THEREOF.

BACKGROUND:

After an extensive search and interview process, the City Council hired Mr. Darrel Pyle to serve as City Manager for the City of Norman in June 2019. Mr. Pyle began his employment on July 15, 2019. Council conducted its first annual review of Mr. Pyle during an Executive Session on June 23, 2020. Ordinance O-1920-68 was adopted on July 7, 2020 resulting in an increase in compensation.

The Charter also requires that the City Manager's compensation be set by ordinance.

DISCUSSION:

Ordinance O-2021-32 does not increase Mr. Pyle's base compensation; rather, it changes some of the other aspects of the full compensation package. Since joining the City in 2019, Mr. Pyle has received an annual cell phone allowance of \$1200 and an annual automobile allowance of \$6,000, both payable in equal installments with payroll. Ordinance O-2021-32 would remove the cell phone allowance, and instead, Mr. Pyle would receive a City cell phone with the bill to be paid by the City. Ordinance O-2021-32 would also remove the automobile allowance; instead, Mr. Pyle would receive a take home fleet vehicle with its use governed by City policy.

RECOMMENDATION:

Staff forwards Ordinance O-2021-32 for Council's consideration.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- §1. WHEREAS, Section 1 of Article XVII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and
- §2. WHEREAS, by Contract No. K-1819-146 Darrel Pyle was hired as City Manager for the City of Norman, with an effective date of July 15, 2019, and the Contract along with all terms and conditions set forth therein has been ratified and affirmed by the City Council; and
- §3. WHEREAS, Council adopted Ordinance O-1819-44 on June 25, 2019 setting the salary and compensation of the City Manager at an annual base salary of \$170,000; additional amount up to 13% of annual base salary as deferred compensation; one time signing payment of \$5,000; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract No. K-1819-146; and
- § 4. WHEREAS, Council adopted Ordinance O-1920-38 on July 7, 2020 setting the salary and compensation of the City Manager at an annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 1 to Contract No. K-1819-146 and
- § 5. WHEREAS, Council desires to amend certain provisions of the City Manager's contract (Contract K-1819-146) relating to compensation.

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

§ 6. That the salary and compensation of the City Manager shall be and are hereby fixed at: annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; a City-provided late model, full-size automobile for the City

Manager's business and personal use in accordance with City policy; a City-provided cell phone with monthly service and fees paid for by the City; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 2 to Contract No. K-1819-146.

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

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2021.		, 2021.
Mayor		Mayor	
ATTEST:			
City Clerk			

File Attachments for Item:

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

BOARD OF ADJUSTMENT

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

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

ENVIRONMENTAL CONTROL ADVISORY BOARD

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

NORMAN FORWARD CITIZENS FINANCE OVERSIGHT BOARD

TERM: 12-22-21 TO 12-22-24: ERIK PAULSON, WARD 2

TERM: 12-22-21 TO 12-22-24: LINDA PRICE, WARD 1

TERM: 12-22-21 TO 12-22-24: ANDY RIEGER, WARD 4

NORMAN HOUSING AUTHORITY

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/21

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT,

AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS

FOLLOWS:

BOARD OF ADJUSTMENT

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

ENVIRONMENTAL CONTROL ADVISORY BOARD

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

NORMAN FORWARD CITIZENS FINANCE OVERSIGHT BOARD

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

NORMAN HOUSING AUTHORITY

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

DISCUSSION:

Curtis McCarty, Patrick Schrank, Nathalie Rocher, Erik Paulson, Linda Price, Andy Rieger, and Paul Austin are reappointments.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF OCTOBER 31, 2021,

AND DIRECTING THE FILING THEREOF.

DATE:

November 5, 2021

TO:

FROM: REVIEWED BY: PREPARED BY: Anthony Francisco, Director of Finance Thurst Clint Mercer, Chief Accountant Upper School Whitaker, Municipal Accountant III Breakdown of Interest Earnings by Fund

SUBJECT:

		MONTHLY COMPARISON						ANNUAL CO	MPARISON	
EUND	MONTHLY BUDGETED INTEREST EARNINGS FYE22	MONTHLY INTEREST EARNINGS October 2021	MONTHLY INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE October 2021	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE22-YTD	INTEREST EARNINGS YTD EYE22	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,476	\$2,525	-83.68%	5.61%	5,169,913	1.85%	\$60,690	\$6,371	-89.50%	2.99%
NET REVENUE STABILIZATION	\$4,167	\$1,079	-74.11%	2.40%	3,999,463	1.43%	\$16,667	\$5,339	-67.97%	2.50%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$326	-92.17%	0.72%	8,775,439	3.15%	\$16,667	\$557	-96.66%	0.26%
HOUSING	N/A	\$1	100.00%	0.00%	3,907,370	1.40%	N/A	\$3	100.00%	0.00%
SPECIAL GRANTS FUND	N/A	\$473	100.00%	1,05%	13,752,933	4.93%	N/A	\$1,878	100.00%	0.88%
ROOM TAX FUND	\$208	\$118	-43.38%	0.26%	4,332,607	1.55%	\$833	\$483	-42 01%	0.23%
SEIZURES	\$42	\$272	551.67%	0.60%	1,150,348	0.41%	\$167	\$1,288	672.59%	0.60%
CLEET FUND	N/A	\$0	100.00%	0.00%	(2,485)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$104	0.00%	0.23%	453,742	0.16%	\$0	\$320	0.00%	0.15%
ART IN PUBLIC PLACES FUND	N/A	\$0	100.00%	0.00%	1,296	0.00%	N/A	\$2	100.00%	0.00%
WESTWOOD FUND	\$625	\$136	-78.27%	0.30%	1,174,338	0.42%	\$2,500	\$581	-76.77%	0.27%
WATER FUND	\$10,000	\$9,297	-7.03%	20.65%	40,225,550	14.42%	\$40,000	\$45,268	13.17%	21.23%
WASTEWATER FUND	\$4,167	\$2,432	-41.63%	5.40%	9,283,920	3.33%	\$16,667	\$13,065	-21.61%	6.13%
SEWER MAINTENANCE FUND	N/A	\$3,198	100.00%	7.10%	11,950,769	4.29%	N/A	\$15,445	100.00%	7.24%
DEVELOPMENT EXCISE	\$5,833	\$1,721	-70.51%	3.82%	6,722,706	2.41%	\$23,333	\$9,175	-60.68%	4.30%
SANITATION FUND	\$25,000	\$4,450	-82.20%	9.88%	16,335,800	5.86%	\$100,000	\$22,184	-77.82%	10,40%
RISK MANAGEMENT FUND	N/A	\$687	100.00%	1.52%	2,044,955	0.73%	N/A	\$4,054	100.00%	1.90%
CAPITAL PROJECTS FUND	\$58,333	\$7,972	-86.33%	17.70%	69,585,770	24.95%	\$133,333	\$37,767	-71.68%	17.71%
NORMAN FORWARD SALES TAX	\$1,250	\$8,338	567.01%	18.52%	64,130,790	23.00%	\$5,000	\$39,651	693.02%	18.60%
PARKLAND FUND	\$833	\$211	-74.65%	0.47%	786,853	0.28%	\$3,333	\$1,237	-62.89%	0.58%
UNP TAX INCREMENT DISTRICT	\$2,000	\$123	-93.86%	0.27%	10,750,701	3.86%	\$160,000	\$352	100.00%	0.17%
CENTER CITY TAX INCREMENT DIST	N/A	\$127	0.00%	0.28%	469,992	0.17%	N/A	\$609	100.00%	0.29%
SINKING FUND	\$2,083	\$1,181	-43.31%	2.62%	2,908,446	1.04%	\$8,333	\$6,302	-24.37%	2.96%
SITE IMPROVEMENT FUND	N/A	\$14	100.00%	0.03%	50,168	0.02%	N/A	\$67	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$3	100.00%	0.01%	9,665	0.00%	N/A	\$13	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$242	100.00%	0.54%	898,267	0.32%	N/A	\$1,199	100.00%	0.56%
	\$134,184	\$45,027	-66.44%	100.00%	278,869,315	100.00%	\$587,523	\$213,207	-83.71%	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 \$278.87 million as of 10/31/21 are represented by working capital cash balances of all City funds of approximately \$113.95 million, outstanding encumbrances of \$49.08 million, General Obligation Bond proceeds of \$48.24 million, NUA revenue bond proceeds of \$6.03 million, NMA bond proceeds of \$48.6 million, and UNP TIF reserve amounts of \$12.97 million.

INVESTMENT BY TYPE

LET RY TYPE				October 31, 2	2021			
### The Section Control	LIST BY TYPE	SEC. NO.	PURCHASED			EARNED INTEREST	COST	MARKET
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### BANCFIRST-NUA Room Tax MONEY MKT 0.37% \$0.00 \$187,899.43 \$187,899.43 BANCFIRST-NUA Room Tax MONEY MKT 0.06% \$0.00 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415.09 \$3.838.415	BANK OF OKLAHOMA				0.05%		(\$13,928.80)	
## BANCFIRST-NUA MONEY MKT	**Subtotal					\$930.61	\$27,281,577.22	\$27,281,577.22
BANCFIRST-NAM Room Tax MONEY MRT. 0.06% \$0.00 \$3.838,415.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.09 \$3.838,115.0	**Money Market							
BANCFIRST-NUA Water BANCFIRST-NUA Clear Water BANCFIRST-NUA Clear Water BANCFIRST-NUA POST AND FORMAN APPA BANCFIRST-NUA Norman Forward BANCFIRST-NUA Norman Forward BANCFIRST-NUA RORMAN FORW								
BANCFIRST-NIA Clean Water BANCFIRST-NIA PSST MONEY MRT. 0.037% \$136.03 \$313,112.86 \$33,131.28 BANCFIRST-NIA Norman Forward BANCFIRST-NIA PSST 100000000000000000000000000000000000						-		
BANCFIRST-NIAA POSTS								
BANK OF OKLAHOMA UPP TIFE BANK OF OKLAHOMA ABPA BANK OF OKLAHOMA CV MONEY MKT D.04% \$135.84 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.00 \$30.0					0.37%	\$151.03	\$8,311,312.86	\$8,311,312.86
BANK OF CKLAHOMA JUP TIE								
BANK OF OKLAHOMA-MISTNEOD MONEY MICT 0.05% \$472.42 \$11,125,300.52 \$11,125,300.52 \$10.00 BANK OF OKLAHOMA-CW MONEY MICT 0.04% \$0.42 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,421.99 \$12,42								
BANK OF DIKLAHOMA						•		
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BANK OF DICA-HOMA-SW MONEY MICT. DANK OF DICA-HOMA-2015 MONEY MICT. DANK OF DICA-HOMA-2015 MONEY MICT. DANK OF DICA-HOMA-2015 MONEY MICT. DANK OF DICA-HOMA-2019 MONEY MICT. DANK OF DICA-HOMA-2020 MONEY MICT. DANK OF DICA-HOMA-2021 MONEY MICT. DANK OF DICA-HOMA- ICS ACCT. DANK OF DICA-HOMA-2021 MONEY MICT.								
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BANK OF OKLAHOMA-2015 MONEY MKT. 0.04% \$48.82 \$1,957,023.44 \$1,957,023.44 BANK OF OKLAHOMA-2019B MONEY MKT. 0.04% \$249.82 \$7,441,151.28 \$7,441,151.28 BANK OF OKLAHOMA-2019B MONEY MKT. 0.04% \$353.50 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16,062,266.81 \$16								
BANK OF OKLAHOMA-2019A MONEY MKT. 0.04% \$249 R2 \$7,441,151.28 \$7,441,151.28 BANK OF OKLAHOMA-2019A MONEY MKT. 0.04% \$532.50 \$16,082,266 B1 \$16,082,266 B1 BANK OF OKLAHOMA-2020A MONEY MKT. 0.05% \$389.72 \$9,100,187.34 \$9,100,187.34 BANK OF OKLAHOMA-2021 MONEY MKT. 0.05% \$379.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,564.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62 \$13,649,664.62								
BANK OF OKLAHOMA-2020 MONEY MKT. BANK OF OKLAHOMA-2021 MONEY MKT. "Subtotal \$3,134.92 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,776,489.41 \$127,7						*		
### BANK OF OKLAHOMA-2021 MONEY MKT. ### Subtotal #### Subtotal #### Subtotal ### Subtotal ###								
**Subtotal \$3,134.92 \$127,776,489.41 \$127,776,489.41 \$ **Swesp/Overnight* BANK OF OKLAHOMA ICS ACCT								
### BANK OF OKLAHOMA ICS ACCT 0.03% \$822.49 \$32,321,647.70 \$32,321,647.70 BANK OF OKLAHOMA PORTFOLIO SHORT TERM 0.01% \$233.31 \$29,384,600.84 \$29,384,600.84 ###################################		MUNET MINT.			0.0376			
BANK OF OKLAHOMA PORTFOLIO SHORT TERM 0.03% \$822.49 \$32,321,647.70 \$32,321,647.70 BANK OF OKLAHOMA PORTFOLIO SHORT TERM 0.01% \$233.31 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384,600.84 \$29,384	"Subtotal					33,134.92	\$127,770,469.41	\$127,770,409.41
#**Certificate of Daposit FIRST FIDELITY BANK CD 09/30/21 09/30/22 0.45% \$31.25 \$250,000.00 \$250,000.00 GREAT NATIONS BANK CD 09/30/21 09/30/22 0.45% \$114.58 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 11/30/20 11/30/21 0.15% \$31.25 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 11/30/20 11/30/21 0.15% \$31.25 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 12/28/20 12/28/21 0.25% \$31.25 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.	**Sweep/Overnight							
***Certificate of Deposit FIRST FIDELITY BANK CD 09/30/21 09/30/22 0.45% \$31.25 \$250,000.00 \$250,000.00 GREAT NATIONS BANK CD 09/30/21 09/30/22 0.45% \$114.58 \$250,000.00 \$250,000.00 VALLIANCE BANK CD 11/30/20 11/30/21 0.15% \$31.25 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 12/28/20 12/28/21 0.25% \$52.08 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000	BANK OF OKLAHOMA	ICS ACCT			0.03%	\$822.49	\$32,321,647.70	\$32,321,647.70
FIRST FIDELITY BANK CD 09/30/21 09/30/22 0.45% \$31.25 \$250,000.00 \$250,000.00 GREAT NATIONS BANK CD 09/30/21 09/30/22 0.45% \$114.58 \$250,000.00 \$250,000.00 VALLIANCE BANK CD 11/30/20 11/30/21 0.15% \$31.25 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 12/28/20 12/28/21 0.25% \$52.08 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00		SHORT TERM	1		0.01%	\$233.31	\$29,384,600.84	\$29,384,600.84
FIRST FIDELITY BANK CD 09/30/21 09/30/22 0.45% \$31.25 \$250,000.00 \$250,000.00 GREAT NATIONS BANK CD 09/30/21 09/30/22 0.45% \$114.58 \$250,000.00 \$250,000.00 VALLIANCE BANK CD 11/30/20 11/30/21 0.15% \$31.25 \$250,000.00 \$250,000.00 FIRST NATIONAL BANK CD 12/28/20 12/28/21 0.25% \$52.08 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00								
GREAT NATIONS BANK CD 09/30/21 09/30/22 0.45% \$114.58 \$250,000.00 \$250,000.00 VALLIANCE BANK CD 11/30/20 11/50/21 0.15% \$31.25 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00 \$250,000.00	"Certificate of Deposit							
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US T-Note 9128285L0 04/30/19 11/15/21 2.27% 9,504.17 5,000,000.00 \$5,005,400.00 FFCB 3133EH2T9 12/31/19 12/13/21 1.58% 658.07 500,000.00 \$501,170.00 FFCB 3133EMNU2 01/29/21 04/27/22 0.06% 521.90 7,500,000.00 \$7,500,000.00 US T-Note 912828XR6 05/31/19 05/31/22 2.04% 5,077.68 3,000,000.00 \$3,028,920.00 FHLB 31381BR5 12/31/19 12/09/22 1.61% 10,879.27 8,100,000.00 \$8,247,420.00 FHLMC 3134GXGQ1 01/29/21 12/15/22 0.06% 897.61 8,000,000.00 \$7,997,120.00 FFCB 3132EMKU5 01/29/21 12/14/22 0.11% 453.10 5,005,000.00 \$5,000,145.15 US T-Note 9128284X5 06/29/21 08/31/23 2.75% 1,492.47 8,500,000.00 \$8,6735,430.00 US T-Note 91282CBN0 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$8,981,550.00 US T-Note 91282CBN0 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$8,981,550.00						\$52.08	\$250,000.00	\$250,000.00
US T-Note 9128285L0 04/30/19 11/15/21 2.27% 9,504.17 5,000,000.00 \$5,005,400.00 FFCB 3133EH2T9 12/31/19 12/13/21 1.58% 658.07 500,000.00 \$501,170.00 FFCB 3133EMNU2 01/29/21 04/27/22 0.06% 521.90 7,500,000.00 \$7,500,000.00 US T-Note 912828XR6 05/31/19 05/31/22 2.04% 5,077.68 3,000,000.00 \$3,028,920.00 FHLB 313381BR5 12/31/19 12/09/22 1.61% 10,879.27 8,100,000.00 \$3,028,920.00 FHLMC 3134GXGQ1 01/29/21 12/15/22 0.06% 897.61 8,000,000.00 \$7,997,120.00 FFCB 3133EMKU5 01/29/21 12/14/22 0.11% 453.10 5,005,000.00 \$7,997,120.00 FFCB 3133EMKU5 01/29/21 12/14/22 0.11% 453.10 5,005,000.00 \$5,000,145.15 US T-Note 9128284X5 06/29/21 08/31/23 2.75% 1,492.47 8,500,000.00 \$8,856,830.00 FHLB 3130A3VC5 12/31/19 12/08/23 1.82% 8,824.50 6,500,000.00 \$6,735,430.00 US T-Note 91282CBNO 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$6,735,430.00 US T-Note 91282CBNO 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$8,981,550.00	**Subtotal					\$229.16	\$1,000,000.00	\$1,000,000.00
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FHLB 3130A3VC5 12/31/19 12/08/23 1.62% 8,824.50 6,500,000.00 \$6,735,430.00 US T-Note 91282CBN0 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$8,981,550.00 **Subtotal 39,676.47 61,105,000.00 \$61,853,965.15	FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	453.10	5,005,000.00	\$5,000,145.15
US T-Note 91282CBN0 06/30/21 12/28/23 0.13% 1,367.70 9,000,000.00 \$8,981,550.00 □ 39,676.47 61,105,000.00 \$61,853,985.15								
TOTAL 45,026.96 278,869,315.17 \$247,296,652.62	**Subtotal					39,676.47	61,105,000.00	\$61,853,985.15
	"TOTAL"					45,026.96	278,869,315.17	\$247,296,652.62

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:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF

OCTOBER, 2021.

City of Norman



Monthly Departmental Report

October 2021

MONTHLY PROGRESS

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Westwood/Norman Municipal Authority	9A
Facility Maintenance	9B
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Police	11
Animal Control	11A
Public Works	12
Utilities	13

CITY CLERK

CITY CLERK

MONTHLY PROGRESS REPORT October 2021

ACTION CENTER						
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD		
Animal Welfare	3	14	1	13		
Bus Service	0	3	0	0		
CDBG	12	23	3	7		
City Clerk	71	341	3	55		
City Manager/Mayor	8	22	3	14		
City Wide Garage Sale	0	205	0	6		
Code Enforcement	37	196	2	23		
Finance	3	96	2	3		
Fire/Civil Defense	3	8	0	1		
Human Resources	4	11	0	0		
I.T.	5	21	0	0		
Legal	7	21	1	5		
Line Maintenance	8	55	0	5		
Municipal Court	7	17	0	0		
Noise Complaint	0	0	0	0		
Norman Forward Questions	0	0	0	0		
Parks & Recreation	24	74	3	8		
Permits/Inspections	36	136	1	11		
Planning	18	63	1	1		
Police/Parking	27	89	31	56		
Public Works	19	54	1	6		
Recycling	0	0	0	0		
Sanitation	37	152	6	13		
Sidewalks	1	4	2	2		
Storm Debris	0	0	0	0		
Storm Water	7	34	1	7		
Streets	20	76	4	8		
Street Lights	7	33	0	0		
Traffic	18	60	1	3		
Utilities	35	68	1	9		
WC Questions	0	0	0	0		
WC Violations	0	0	0	0		
October Total: 484	417	1876	67	256		

LICENSES

32 New licenses and 2 renewals were issued during the month of October. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	6
Brewer	0	0	Retail Spirits Store	0	1
Coin-Operated Devices	1	1	Retail Wine	0	6
Distiller	0	0	Salvage Yard	0	0
Food	2	22	Sidewalk Dining	0	0
Game Machines	0	0	Solicitor/Peddler (30 day)	2	5
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	6	10
Kennel	0	0	Solicitor/Peddler (one day)	0	2
Medical Marijuana Dispensary	2	9	Special Event	3	3
Medical Marijuana Grower	6	11	Strong Beer & Wine/Winemaker	0	1
Medical Marijuana Processor	1	4	Taxi/Motorbus/Limousine	0	0
Medical Marijuana Testing					
Laboratory	0	0			0
Mixed Beverage	1	1	Temp Food (one day)	0	7
Mixed Beverage/Caterer	0	5	Temp Food (30 day)	3	8
Pawnbroker	0	0	Temp Food (180 day)	7	11
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 113	13	53		21	60

NEW ESTABLISHMENT LICENSES					
NAME	ADDRESS	LICENSE TYPE(S)			
Cloud 9 Organics	7800 E Robinson Street	Medical Marijuana Grower			
Durian Ventures	3201 Deskin Drive	Medical Marijuana Grower			
Fat Shack	119 West Boyd Street Ste #104	Food License/Mixed Beverage			
Green Leaf Buds	704 Research Park Blvd Ste #110	Medical Marijuana Grower			
Hash in the Hills	2855 West Indian Hills Rd, Ste #105	Medical Marijuana Processor			
I'm a Snack	2814 Walnut Road	Coin Operated Devices			
Lynchberg Farms	2200 60 th Avenue NW	Medical Marijuana Grower			
Okie Baking Company	231 West Main Street	Food License			
Oklahoma Organic Health –Tecumseh	2596 West Tecumseh Rd, Ste #108	Medical Marijuana Dispensary			
Terpleaf Cultivations	2709 Pecos Drive	Medical Marijuana Grower			

SOLICITOR/PEDDLER LICENSE					
60 DAY	30 DAY 1 DAY				
Alliance Construction Services	Triple Diamond Construction				
America Dent Repair	Renewal by Anderson of Oklahoma				
Americas Heartland Roofing					
R2 Contracting					
3 Dimensional Roofing					
777 Roofing & Construction					

	TEMPORARY FOOD 1	PERMITS
180 DAY	30 DAY	1 DAY
Go Puff Kitchen (Mobile)	Riko's Tacos	
Schwann's	Seafood Connect	
Schwann's		
Schwann's		
Smoked Out BBQ		
Tacos Jalisco		
Taqueria El Mexicano #2		

	SPECIAL EVENT PERMITS
Norman Arts Council	09/10 – 2nd Friday
Norman Arts Council	10/08 – 2 nd Friday
The Depot/Performing Arts	10/3 – Lion's Park

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
10/5/21	Jason Dollarhide	Alleged abuse of power and unnecessary use of force and unprofessionalism by Police Department. Claim is for alleged Pain & Suffering, Mental and Physical Abuse.	\$4,200,085
10/12/21	OG&E	On or about 08-31-2021 the City of Norman was doing roadwork and allegedly damaged an OG&E cable in the area of 2324 Alex Plaza.	Undetermined
10/19/21	OG&E	On or about 08-30-2021 the City Of Norman was working on a sidewalk and allegedly damaged an OG&E cable in the area of 820 College Ave.	Undetermined
10/19/21	OG&E	On or about 02-03-2021 the City of Norman was working on a sidewalk and allegedly damaged an OG&E cable in the area of 1201 Clear Water.	Undetermined

STUDY SESSION

On October 5, 2021, City Council met in Study Session for an update on Capital Projects such as, Transit/Public Safety, Park Maintenance Facilities, Household Hazardous Waste Facility and the Development Center. Additionally, there was a presentation from Homebase on the Gaps Analysis portion of the Strategic Homeless Plan.

On October 19, 2021, City Council met in Study Session for an update from the Oklahoma Department of Mental Health and Substance Abuse Services on the 988 Crisis Program. Additionally, there was an update on Police Department Reorganization.

OVERSIGHT COMMITTEE

On October 14, 2021, the Oversight Committee met and discussed Unsolicited Junk Mail.

FINANCE COMMITTEE

On October 21, 2021, the Finance Committee met and discussed the budget shortfall in the Development Center portion of the Municipal Complex Renovations Project. The Monthly Revenue and Expenditures reports were discussed and the Open Positions Report was submitted.

Item 8.

Monthly Progress Report October 2021 Page 4

COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE

On October 28, 2021, the Community Planning and Transportation Committee met and went over the Public Transit Ridership Report and discussed the Public Parking available in the Campus Corner Area. There was an update on the efficacy of the Commercial Delivery Zones on Campus Corner as well.

CITY MANAGER

2

NORMAN FORWARD 2A



Memorandum

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

From: Randy Hill, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 11.02.2021

Re: October 2021 Monthly Report

REPORT PERIOD: October 1 through October 31, 2021

WORK THIS MONTH

- 1. Monday, October 4, 2021 | 11:00 a.m. | Young Family Athletics Center-Monthly Update
 - a. Monthly discussion of project schedules, budgets, and critical issues
- 2. Monday, October 4, 2021 | 1:00 a.m. | Building 201 Sequencing Mtg.
 - a. Discussion of project schedules and phasing of work
- 3. Monday, October 4, 2021 | 3:30 p.m. | YFAC ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
- 4. Tuesday, October 5, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
- 5. Wednesday, October 6, 2021 | 9:30 a.m. | North Base Complex Bi-Monthly Update Call
 - a. Discussion of project schedule, budgets, and critical issues
- 6. Wednesday, October 6, 2021 | 9:30 a.m. | Norman Senior Wellness Ground Breaking Planning Mtg
 - a. Ground Breaking Planning Meeting
- 7. Thursday, October 7, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
- Thursday, October 7, 2021 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
- 9. Monday, October 11, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
- 10. Monday, October 11, 2021 | 3:30 p.m. | YFAC ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
- 11. Tuesday, October 12, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
- 12. Tuesday, October 12, 2021 | 10:00 a.m. | Ruby Grant Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
- 13. Tuesday, October 12, 2021 | 3:00 p.m. | YFAC Funding Discussion Mtg.
 - a. Discussion of budgets and estimates
- 14. Wednesday, October 13, 2021 | 9:30 a.m. | Norman Senior Wellness Ground Breaking Planning Mtg
 - a. Ground Breaking Planning Meeting
- 15. Wednesday, October 13, 2021 | 3:00 p.m. | Norman Senior Wellness FF&E Room by Room
 - a. Meeting to look at furniture and equipment in every room

Re: October 2021 Monthly Report

ADG Project No. 16-003

- 16. Wednesday, October 13, 2021 | 1:00 p.m. | North Base walk through with Embark/IT Mtg
 - a. Walk Admin. area of fleet building
- 17. Thursday, October 14, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
- 18. Thursday, October 14, 2021 | 2:30 a.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
- 19. Monday, October 18 2021 | 10:30 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
- 20. Monday, October 18 2021 | 11:30 a.m. | YFAC Estimate Discussion
 - Estimate discussion with FSB
- 21. Monday, October 18, 2021 | 3:30 p.m. | YFAC ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
- 22. Monday, October 18, 2021 | 5:30 p.m. | Ruby Grant Ribbon Cutting
 - a. Ribbon cutting for football fields
- 23. Tuesday, October 19, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
- 24. Tuesday, October 19, 2021 | 1:30 p.m. | Norman Senior Wellness FF&E Room by Room Part 2
 - a. Meeting to look at furniture and equipment in every room
- 25. Wednesday, October 20, 2021 | 9:30 a.m. | Norman Senior Wellness Ground Breaking Planning Mtg
 - a. Ground Breaking Planning Meeting
- 26. Wednesday, October 20, 2021 | 3:30 p.m. | North Base IT Mtg
 - a. Discussion with Robert Gruver
- 27. Thursday, October 21, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
- 28. Thursday, October 21, 2021 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
- 29. Monday, October 25 2021 | 10:30 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
- 30. Monday, October 25, 2021 | 3:30 p.m. | YFAC ADG/FSB Coordination
 - Meeting with FSB to facilitate coordination of contract documents
- 31. Tuesday, October 26, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
- 32. Tuesday, October 26, 2021 | 10:00 a.m. | Ruby Grant Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
- 33. Tuesday, October 26, 2021 | 3:30 a.m. | CFOB Mtg.
 - a. Presented tax collection data
- 34. Wednesday, October 27, 2021 | 9:30 a.m. | Norman Senior Wellness Ground Breaking Planning Mtg
 - a. Ground Breaking Planning Meeting
- 35. Wednesday, October 27, 2021 | 9:30 a.m. | North Base Complex Bi-Monthly Update Call
 - a. Discussion of project schedule, budgets, and critical issues
- 36. Wednesday, October 27, 2021 | 11:00 a.m. | North Base OAC
 - a. Discussion of project schedule, budgets, and critical issues
- 37. Thursday, October 28, 2021 | 9:00 a.m. | Building 201 Budget Discussions
 - a. Discussion GMP for building 201
- 38. Thursday, October 28, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport Cost Estimate Comparison.
 - a. Discussion of FSB estimate with GEJ estimate
- 39. Friday, October 29, 2021 | 11:00 a.m. | Reaves Park OAC
 - a. Discussion of project schedule, budgets, and critical issues

Memorandum

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

Re: October 2021 Monthly Report

Page 3 of 4 ADG Project No. 16-003

11.02.2021

Construction Observation Site Visits:

- a. Municipal Complex, Development Center: 6
- b. North Base: 12
- c. Ruby Grant: 1

WORK ANTICIPATED THE UPCOMING MONTH (November 2021)

- Griffin Park Ph. 5
 - Plan review
- Central Library
 - o Contractor working on open warranty items and leaks.
- Reaves Park
 - Construction in progress
- Ruby Grant Park
 - Close out final completion
- North Base Complex
 - o On-site interviews for Davis Bacon compliance
 - Proceed to Substantial Completion
- Indoor Aquatic and Multi-Sport Facility
 - Earthwork in progress
 - 11/10 Steel and Foundations Bids
 - Recurring weekly programming meetings
- Senior Wellness Center
 - Complete Construction Documents VE Process
 - Recurring bi-weekly programming meetings underway
- Municipal Complex
 - Development Center: Construction underway
 - Municipal Courts: CD's underway
 - Building 201: Construction underway
 - FF&E inventory, selection and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- East Library
 - a. Schedule: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
 - c. In operation
- Central Library
 - a. Schedule: Warranty work in progress
 - b. Budget: Within budget
 - c. In operation
- Westwood Family Aquatic Center
 - a. Schedule: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018
 - c. In operation
- Griffin Park
 - a. Schedule: Phase V upcoming

Memorandum

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

Re: October 2021 Monthly Report

Page 4 of 4 ADG Project No. 16-003

11.02.2021

b. Budget: Within budgeta. Issues: No known issues

- Reaves Park Phase I
 - a. Schedule: Construction Schedule updated
 - b. Budget: Within budget
 - c. Issues: No known issues
- Westwood Indoor Tennis Facility
 - a. Schedule: Opening Celebration on May 24, 2019
 - b. Budget: Within budget
 - c. In operation: Court paint warranty extended another 12 months from 9.22.2021
- Ruby Grant
 - a. Schedule: Complete
 - b. Budget: In budget
 - c. Issues: No known issues
- Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: CDs in progress,
 - b. Budget: Bidding in progress
 - c. Issues: No known issues
- Senior Wellness Center
 - a. Schedule: Construction Documents in process
 - b. Budget: Budget alignment in progress
 - c. Issues: NRHS Porter Campus Master Plan
- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated September 30, 2019
 - d. Issues: None

SUBMITTED BY: ADG - Randy W. Hill

FINANCE 3

CITY OF NORMAN

Department of Finance Monthly Report – October 2021

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

Treasury Division:

In the month of October, the Treasury Division processed 39,778 payments in person and over the phone, an increase of 0.04% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 11,249 payments in October, a decrease of -12.7% from last month.

Utility Services Division:

The Meter Reading Division read 41,791 meters. Out of 77 meter reading routes, 58 (75%) were read within the targeted 30-day reading cycle. 67 routes (87%) were read by the 32nd day, and all routes were read by the 34th day. Thirty-four routes were estimated in October.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are above target for the month of October by 3.4%. Revenues from the City's largest single source of revenue, sales tax, are above target by 21.1% for the year to date and 24.3% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 22	FYE 22	FYE 21	FYE 20
	Budget To Date	Actual To Date	Actual To Date	Actual To Date
Sales Tax				
Revenue	\$15,385,903	\$18,627,957	\$14,980,643	\$13,705,767
General Fund				
Revenue	\$29,565,321	\$30,585,213	\$35,707,761	\$24,825,561
General Fund				
Expenses	\$30,533,308	\$27,293,246	\$27,158,096	\$29,996,306

Administration Division

	FYE 22		FYE 21	
	October	YTD	October	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	480.00	1,440.00	480.00	1,440.00
Total Comp Time Available	13.50	27.75	4.75	11.50
Total Overtime Hours	0.00	0.50	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	493.50	1,468.25	484.75	1,451.50
Benefit Hours Taken	50.75	195.25	50.00	244.75
TOTAL ACCOUNTABLE STAFF HOURS	442.75	1,273.00	434.75	1,206.75
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 22		FYE 21	
	October	YTD	October	YTD
Total Regular Hours Available	1,440.00	4,320.00	1,440.00	4,320.00
Total Comp Time Available	3.25	12.75	4.75	17.25
Total Overtime Hours	16.50	96.50	21.00	46.75
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	1,459.75	4,429.25	1,465.75	4,384.00
Benefit Hours Taken	131.50	540.00	60.25	382.50
TOTAL ACCOUNTABLE STAFF HOURS	1,328.25	3,889.25	1,405.50	4,001.50
	,,===.==	0,000.20	.,	.,0000
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
	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
		i.		
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS

3B

City Revenue	Report
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•	FYE 22 September	FYE 22 October	
Total Revenue Received (\$)	\$5,003,766	\$5,666,820	(\$663.054)
Utility Payments - Office (#)	39,764	39,778	(\$663,054) (14)
Utility Payments - Office (\$)	\$4,616,040	\$4,966,324	(\$350,284)
Lockbox (#)	11,267	1,852	9,415
Lockbox (\$)	\$1,159,674	\$1,225,876	(\$66,202)
IVR Credit Card (#)	0	0	0
IVR Credit Card (\$)	\$0	\$0	\$0
Click to Gov (#) Click to Gov (\$)	0 \$0	0 \$0	0 \$0
Paymentus (#)	\$12,882	\$11,249	\$1,633
Paymentus (\$)	\$1,715,702	\$1,702,327	\$13,375
UT Credit Card Payments (#)	0	0	0
UT Credit Card Payments (\$) Art Donations (#)	\$0 0	\$0 0	\$0 0
Art Donations (#) Art Donations (\$)	\$ 0	\$ 0	\$0
Bank Draft Payments (#)	12,069	13,822	(1,753)
Bank Draft Payments (\$)	\$1,381,659	\$1,704,875	(323,216)
Utility Deposits (#)	0	0	0
Utility Deposits (\$)	\$0	\$0	\$ 0
Fix Payments (#) Fix Payments (\$)	0 \$0	0 \$0	0 \$0
Processed Return Checks (#)	120	91	29
Processed Return Checks (\$)	(\$16,463)	(\$9,488)	(\$6,975)
Other Revenue Transactions (#)	0	0	0
Other Revenue Received (\$)	\$0	\$0	\$0
Accounts Receivable Payments (\$) Accounts Receivable - Credit Card #	\$30,001 0	\$71,190 0	(\$41,189) 0
Accounts Receivable - Credit Card \$	\$0	\$0	\$0
Municipal Court - Fines/Bonds (\$)	\$183,103	\$149,293	\$33,810
Municipal Court - Credit Card (#)	614	439	175
Municipal Court - Credit Card (\$) Municipal Court - C2G (#)	\$92,551 0	\$81,168 0	\$11,383 0
Municipal Court - C2G (\$)	\$0	\$0	\$0
Building Permits Cash Report (\$)	\$160,186	\$547,000	(\$386,814)
Building Permits Credit Card (#) Building Permits Credit Card (\$)	343	332 \$244,202	(\$122.478)
Building Permits C2G (#)	\$87,814 0	\$211,292 0	(\$123,478) 0
Building Permits C2G (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$4,451	\$2,919	\$1,532
Occupational License - Bldg Insp. CC (#) Occupational License - Bldg Insp. CC (\$)	18 \$3,551	26 \$2,569	(8) \$982
Business License - City Clerk (\$)	\$7,985	\$10,108	(\$2,123)
Business License - City Clerk CR CD (#)	0	0	0
Business License - City Clerk CR CD (\$)	\$0	\$0	\$ 0
Convenience Fees - All Payments (#)	0	0	0
Convenience Fees - All Payments (\$)	\$0	\$0	\$0
Bank Drafts Billed (#) Bank Drafts Billed (\$)	0 \$0	0 \$0	0 \$0
Interdepartmental Billing (#)	0	0	0
Interdepartmental Billing (\$)	\$0	\$0	\$0
Accounts Receivable Billed (\$)	\$142,571	\$322,948	(\$180,377)

Budget Services Division

	FYE 22		FYE 21	
•	October	YTD	October	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available Total Comp Time Available	480.00 1.75	1,439.50 4.50	480.00 0.00	1,440.00 0.00
Total Overtime Hours Total Bonus Hours	0.00 0.00	0.50 0.00	1.00 0.00	1.00 0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	481.75 56.00	1,444.50 224.00	481.00 42.25	1,441.00 153.25
TOTAL ACCOUNTABLE STAFF HOURS	425.75	1,220.50	438.75	1,287.75
PERMANENT PART-TIME				
Total Regular Hours Available Total Comp Time Available	0.00 0.00	0.00	0.00 0.00	0.00 0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 22		FYE 21	
	October	YTD	October	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours Total Furlough Hours	1,072.00 15.50 54.25 0.00 0.00	3,329.25 68.75 164.50 0.00 0.00	1,200.00 40.75 23.00 0.00 0.00	3,600.00 89.25 75.00 0.00 0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	1,141.75 105.50	3,562.50 439.00	1,263.75 112.00	3,764.25 540.25
TOTAL ACCOUNTABLE STAFF HOURS	1,036.25	3,123.50	1,151.75	3,224.00
PERMANENT PART-TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	0.00 0.00	0.00 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 Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 22		FYE 21	
	October	YTD	October	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours Total Furlough Hours	3,600.00 3.00 185.75 0.00 0.00	10,582.00 44.75 502.25 0.00 0.00	4,037.00 19.75 514.50 0.00 0.00	12,197.00 129.50 930.25 0.00 0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	3,788.75 375.25	11,129.00 1,803.00	4,571.25 476.25	13,256.75 2,085.50
TOTAL ACCOUNTABLE STAFF HOURS	3,413.50	9,326.00	4,095.00	11,171.25
PERMANENT PART-TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	0.00 0.00	0.00	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 Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Office Services

	FYE 22		FYE 21	
	October	YTD	October	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	480.00	1,438.75	480.00	1,440.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	32.75	141.75	19.50	142.75
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	512.75	1,580.50	499.50	1,582.75
Benefit Hours Taken	116.25	252.25	41.00	83.00
TOTAL ACCOUNTABLE STAFF HOURS	396.50	1,328.25	458.50	1,499.75
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments

	FYE 22 October	FYE 22 September
Mail Payments - Lockbox	14,752	15,858
Mail Payments - Office	23	417
Mail Payments - Subtotal	14,775	16,275
Night Deposit	156	274
Click-to-Gov Payments	0	8,503
Paymentus Payments	11,852	1,795
IVR Payments	0	0
Without assistance payments - Subtotal	12,008	10,572
Drive-up window & inside counter	2,522	0
Credit Card machine payments (swipe)	0	715
Credit Card machine payments (phone)	0	712
With assistance payments - Subtotal	2,522	1,427
Total Payments Processed - Subtotal	29,305	28,274
Bank Draft (ACH) Payments	10,319	14,814
Total Payments (Utility)	39,624	43,088
Total Convenience Fees - all Payments	0	2,504
Grand Total Payments	39,624	45,592
Traffic Counter at Dr	ive-up Facilit	У
Night Drop *	0	0
8-5 Drive-up Window Customers *	0	0
Total Traffic Counter	0	0

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

Meter Reading Division

	FYE 22		FYE 2	1
	October	YTD	October	YTD
Number of Meters Read	38,505	154,221	0	102,373
New Service	615	3,259	581	3,427
Request for Termination	593	3,151	620	3,319
Delinquent On(s)	273	863	148	814
Delinquent Offs	300	902	108	1,066
Collect Deposit Tags Hung	0	0	0	60
Collect Deposit Cut Offs	0	0	0	12
Blue Tags	0	0	13	77
Number of Meters Re-read	1,457	4,258	624	2,548
Meters Cleaned	6	81	0	291
Customer Assists	0	0	0	277
Meters Pulled	0	6	0	0
Meters Re-set	0	0	0	0
Meter Exchanges	42	129	37	250
TOTAL	41,791	166,870	2,131	114,514

Utility Division Activity Report

	FYE 22		FYE 21	
	October	YTD	October	YTD
STATUS REPORT				
Regular Utility Accounts Billed	43,805	173,920	43,659	173,641
New Ons	656	3,361	818	4,774
Final Accounts Billed	496	2,851	392	3,037
TOTAL ACCOUNTS BILLED	44,957	180,132	44,869	181,452

FIRE DEPARTMENT

4













NFD Monthly Progress Report October 2021

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	13	0.78%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	997	60.02%
4 - Hazardous Conditions (No Fire)	41	2.47%
5 - Service Call	152	9.15%
6 - Good Intent Call	331	19.93%
7 - False Alarm & False Call	107	6.44%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	0	0.00%
Incomplete Reports	20	1.20%
Total Incident Count (Unique Calls)	1661	100.00%
Number of Total Unit Responses	1983	

Total Fire Loss \$159,520.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	355	291	0:04:51
Station #2	238	321	0:05:21
Station #3	299	339	0:05:39
Station #4	199	332	0:05:32
Station #5	59	571	0:09:31
Station #6	50	518	0:08:38
Station #7	151	324	0:05:24
Station #8	93	311	0:05:11
Station #9	211	360	0:06:00

Community Outreach

Fire Safety and Special Events	23	Fire Prevention Month Visits, Touch-a-Truck, National Night Out & Fall Festivals

Burn Permits

Burn Permits Issued	134	Total of 8 burn days

Training

		<u> </u>
Tatal Daysannal Training Hause	2004	Manust / Company Middle and Commission Line 1 to 1 to 1 to 1
Trotal Personner Training Hours	2084	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.

NFD Monthly Progress Report October 2021

Total Calls By Unit

				Total Call	 , ••		ı		1	
	Total Number of		.			l				
	Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Chief 301	25	7	1	3	3	1	1	7	2	The second secon
Chief 302	4	2	1	The state of the s	1	Programme Control	4	March Corps (177 pt.) 177 pt.	American in the contract of th	The second secon
Chief 303	10	celling parties of the control of th	1	3	1		Tool Company of Company	5	A Committee of the comm	Company of the compan
Chief 304	7	A Common and the comm	agricultura (1995) and a control of the control of	1	Committee of the commit	agy of the first has been trained by the first has been been been been been been been bee		3	2	1
Chief 401	16	2	1	1	1	2	3	4	1	1
Chief 402	6	The second secon	The state of the s	2	Elmin Control of the	2	1	Section of the sectio	constitution (Figure) Charles (1) and constitution	1
Chief 403	10	2	1	2	1		Triple in the second of the se	2	The second secon	2
Chief 404	5	The second secon	Company of the compan	The second of th			1	2	1	1
Engine 1	379	342	3	10	3	1 10 10 10 10 10 10 10 10 10 10 10 10 10		12	A CONTRACTOR OF THE PROPERTY O	9
Brush 1	4	3	Appella with part and the property of the prop	through thought have related to the control of a control of the co	1	The state of the s	The second section of the property of the second section of the section of the section of the second section of the section o	Property of the second	Let us which as a college of the exist. The first executive for the first executive for the executive	The first transfer of the control of
Ladder 1	11	4	A STATE OF THE STA	Explored Special Product of American Special S	1	And the state of t		4	1	1
Engine 2	257	3	234	3	5			9	1	2
Brush 2	3	1	2	A CONTRACTOR OF THE CONTRACTOR	property for any or and a second seco			And the second s	A STATE OF THE STA	The second section of the second seco
Ladder 2	13	1	5		2	The second secon		4	1	Land galactic
Engine 3	314	7	1	296	1	The second control of	1	5	Section 1 - Section 2 - Sectio	3
Brush 3	5	The second secon		3	1	A STATE OF THE STA	1	Additional and the second seco	Confidence (Note of the Conf	
Engine 4	210	E DE LE CONTROL DE LA CONTROL	5	Consideration of the Considera	199	The second control of	The second secon	2	4	A STATE OF THE STA
Brush 4	4		1	Company Compan	2	And the plant of t		Miningotts (AM 861-9) 11-01-11 (S. 40-4) Chin Harris Miningotts (M. 10-1) Chine and Explanation (M. 10-1) Chine and Chine and Chine (M. 10-1) Chine (M. 10-1) Chin (M	1	The second secon
Engine 5	24	A THE COLUMN TO	COMPANIES OF THE STATE OF THE S	And the material transfer and t		22	1	Control of the contro	The state of the s	1
Brush 5	66		Specification of the second of	The second secon		64	1	A single department of the first term of the con- traction of the contract of the contract of the con- traction of the contract of the contract of the con- tract of the contract of the contract of the con- tract of the contract of the contract of the con- tract of the contract of the contract of the con- tract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the contract of the	A LANGE OF THE STATE OF THE STA	1
Engine 6	25	The second secon	Property of the second	The control of the design of the control of the con	A CONTRACTOR OF THE CONTRACTOR	2	20	And the second s	Service of the servic	3
Brush 6	56			Total model of the control of the co	The Market of the Section of the Control of the Con	4	49	Addigated Private Inguity and State of the S	A property of the control of the con	3
Squad 7	175	10	5	6	3	And the property of the control of t	The state of the text	146	3	2
Brush 7	3	The state of the s	man order or the top of the company	A CONTROL OF STREET OF THE PROPERTY OF THE PRO	1	Charles de la composition della composition dell		1	1	Company of the second of the s
Engine 8	100	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	Project Committee Committe	4	中央 E 1500 m. コード・フェース (Accessing) F 1 Yakiba and Service John The Property of E 1 Yakiba and The Property of The Property of E 2 Accessing the Transaction of The Property of The Transaction of The Property of The Transaction of The Transa	And the second s	3	92	Page 19 years and a second of the second of
Tanker 8	3		Windowski State in The Control of th	And the second s	1	1	1	American Marketti (1975) 1 1 1 1 1 1 1 1 1	A second	TO A CONTROL OF THE PROPERTY O
Engine 9	220	2	Committee of the commit	4		1	5	2	TOTAL STATE OF THE	206
Brush 9	5	5.1 3 4 6 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	OF THE STREET AND ADDRESS OF THE STREET ADDRESS OF THE STREET AND ADDRESS OF THE STREET AND ADDRESS OF THE STREET ADDRESS OF T	The second of th		2	1	Ambles (1974 - 1974) SPRING A. P. S.	A CONTROL OF THE CONT	2
Tanker 9	7	STREET OF THE ST	Personal Control of the Control of t	The state of the s	1	2	2	Highly pre- with the control of the	Grand Control of Contr	2
EMS1	10	2	property make the second of th	1	1	2	Property of the Control of the Contr	3	A control of the cont	1
Fire Marshal 5	2	(A)	Sense de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la companya de la companya de la companya de la companya del la companya d	1	The second secon	The first of the second of the		1	TO CAN CONTROL OF THE	TO VIEW TO THE PROPERTY OF THE
	1983	388	262	336	233	105	88	215	114	242

NORMAN FIRE DEPARTMENT MONTHLY PROGRESS REPORT October 2021

FIRE PREVENTION DIVISION ACTIVITIES

Inspections/	Plan Review	esteemed for the configuration (No. 1) and the constant of the property of the configuration (No. 1) and the constant of the configuration (No. 1) and the c	eter V. man " it in a milks at second it Satta vide if a milks of the arthur of Satta vide if a milks of the sattle of Satta vide in a milks of the sattle of Sattle vide in a milks of the sattle of the Sattle vide in a milks of the sattle o
Activites	Notes	Number	Staff Hours
Inspections		54	29
Re-Inspections		20	15
Total Inspections		74	44

Smo	ke Detector Program		
Activites	Notes	Units	Staff Hours
Smoke Detector Batteries		Ü.	
Smoke Detectors Installed		22	14.5

Training/	Public Education Education		gan et al. and a second and a s
Activites	Notes	Events	Staff Hours
Training (hours)		22	40
Fire Education Classes			

Activites	Notes	Number	Staff Hours
Request for Service (Plan review unscheduled, site			
inspection burn sites, special events, citizen			İ
complaints)			
Code Violation Complaints		4	5
Investigations		4	5
Investigative Activities		2	4
Miscellaneous/Special			

NORMAN FIRE DEPARTMENT MONTHLY PROGRESS REPORT October 2021

Fire Review Coordinator Activities

Activites	Notes Number	Staff Hours
Building Permits/Development Review Team	35	72
Inspections/Re-Inspections	18	3 21
Citizen Calls for Information		6
Training		1 6
Meetings	13	14
Totals	76	119

HUMAN RESOURCES

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HUMAN RESOURCES Monthly Report October 2021

ADMINISTRATION

A. Collective Bargaining

- Prepared a tentative agreement packet for AFSCME to review prior to their vote to accept/reject the FYE 22 Collective Bargaining Agreement. AFSCME members voted and approved their FYE22 contract.
- Provided the updated FYE 22 Collective Bargaining Agreement to the City Manager and the AFSCME President for signatures

B. Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts

BENEFITS

- Conducted eight (8) new hire orientations
- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciled health, dental, and supplemental products
- Continued education of plan documents
- Fielded over 100 phone calls to discuss benefits, claims, FSA, and COBRA/Retiree coverage, and upcoming Open Enrollment
- Assisted employees with Billing/EOB concerns
- ACA file maintenance in preparation for upcoming year-end reporting
- Washington National discussions regarding November Open Enrollment schedule
- Annual Flu Vaccine Clinic

PERSONNEL ACTIONS

New Hires - 8

Dept./Div.	Position	Number of Employees
Finance/Utilities	Customer Service Rep I	1
Human Resources	Human Resources Technician	1
Planning/Dev. Svs.	Building Inspector	1
City Manager	Chief Communications Officer	1
Utilities/Water Treatment	Laboratory Technician	1
Utilities/Water Line Maint.	Utility Distribution Worker I	1
Police/Animal Welfare	Shelter Veterinarian	1
Parks/Facility Maint.	Tradesworker	1

Separations - 6

Dept./Div.	Position	Number of Employees
Police/Animal Welfare	Animal Welfare Center Mgr.	1
Fire/Suppression	Fire Captain	1
Parks/Park Maint.	Maintenance Worker I	2
Utilities/Water Rec.	Administrative Technician III	1
Utilities/Water Rec.	Custodian (PPT)	1

Promotions – 10

Dept./Div.	Position	Number of Employees
Public Works/Streets	Crew Chief	1
Utilities/Water Treatment	Plant Operator D	1
Police/Admin	Police Major	1
Fire/Suppression	Fire Captain	4
Parks/Recreation	Recreation Leader I (PPT)	3

SURVEYS

No surveys this month.

RECRUITMENT Accepted applications for the following positions:

Department/Division	Position
Finance/Meter Services	Meter Reader
Finance/Utility Services	Utility Billing Service Representative
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Recreation-Irving	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Whittier	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Whittier	Recreation Technician (PPT)
Parks & Recreation/Westwood Golf Course	Golf Course Attendant (PT)
Planning & Community Dev./CDBG	Emergency Shelter Case Manager (PT)
Planning & Community Dev./Planning Services	Planner I
Police/Animal Welfare	Animal Welfare Technician
Police/Animal Welfare	Veterinary Technician
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Public Works/Engineering	City Surveyor
Public Works/Fleet	EVT Mechanic II
Public Works/Fleet	Fleet Service Technician
Public Works/Fleet	Maintenance Worker I
Public Works/Fleet	Mechanic II
Public Works/Stormwater	Maintenance Worker I
Public Works/Stormwater	Stormwater Program Manager
Public Works/Stormwater	Stormwater Program Specialist
Public Works/Streets	Heavy Equipment Operator
Public Works/Transit	Transit Planner and Grants Specialist
Public Works/Transit	Transit Support Technician (PPT)
Utilities/Environmental Services	Household Hazardous Waste Coordinator
Utilities/Line Maintenance	Utility Distribution Worker I
Utilities/Sanitation	Sanitation Worker I
Utilities/Sanitation	Sanitation Worker II
Utilities/Water Reclamation Facility	Custodian (PPT)
Utilities/Water Reclamation Facility	Temporary Laborer (PT)
Utilities/Water Treatment Plant	Temporary Laborer (PT)

Recruitment & Hiring Statistics:

Contacts/Inquiries		Selection Process Elements		
In Person	315	Written Exams	0	95
Phone	475	Practical Testing/Assessment Center	1	\Box

Mail	215	Panel Board Interviews	11 Item 8.
Email	225	Promotions	2
Total Subscribers on E-mail Vacancy List	1616	Oral Interviews	4
Total Page Views for HR Website	6,683	Hiring/Promotion Board	0

Hiring Statistics		Recruitment Statistics	
Pre-Employment Background Investigations	28	Advertisements Placed	28
Pre-Employment Drug Screens	22	Applications Received	470
Pre-Employment Physicals	13	Job Announcements Emailed	64
Pre-Employment OSBI	14	Job Announcements to CON Depts.	630

TRAINING AND DEVELOPMENT

Conducted training for eight (8) new employees on the topics of Customer Service, Workplace Harassment, Workplace Violence, CON Code of Ethics and Conduct, Computer Networks and Communications, IT Acceptable Use and Social Media policies.

Began City of Norman 2021 Advanced Supervisory Academy session on Productive Outcome for Difficult Conversations for 29 employees in management, supervisory, lead and crew chief roles from various departments.

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

SAFETY

- Safety material documents were sent to divisions each week
- Conducted one (1) Return to Work Meeting for Finance
- Conducted one (1) Fitness for Duty Meeting for Police
- Conducted eight (8) new employee orientations

Recordable Injuries - 1

Dept./Division	Nature of the Injury	Activity	Prognosis
Public Works/ Fleet	Contusion above right eye	Stepped on rake causing handle to strike employee in the eye	Released to work after receiving stitches

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

2021	2020	2019	2018	2017	2016
53	57	65	71	59	69

Vehicle Collisions: 0

Division	Description of Collision	Status

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

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

INFORMATION TECHNOLOGY

CITY OF NORMAN

Information Technology Department Monthly Report – October 2021.

Working projects for the IT Department are as follows:

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

Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing
Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval possible launch in FYE22
New Building construction support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Planning
Main Street Roadway Lighting and Signal Interconnect (Main at Santa Fe, Peters, Crawford, and Porter)	Increase the coverage of traffic signals and the IT Fiber infrastructure which will require IP addresses for viewing in Centracs	In Progress
IT Security training efforts for all network and email users at the City of Norman.	Increase the knowledge and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing

Installation of fiber optic cable along 36th Avenue NW from Robinson Street to Main Street with switches at Brookhollow Road, Quail Drive, River Oaks Drive, and a new signal at Havenbrook Street.	Increase the coverage of traffic signals and the IT Fiber infrastructure—will require IP addresses	In Progress
Installation of fiber optic cable along 12th Avenue SE from Highway 9 to Cedar Lane Road with a switch at a new signal at Campus Crest Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructurewill require IP addresses	Expected completion in Q1 or Q2 2019
Installation of fiber optic cable along 12th Avenue NE from Robinson Street to Alameda Street with switches at Main Street, Norman Public Schools Bus Barn, and Morren Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructure—will require IP addresses	In Progress
Installation of fiber optic cable along 12th Avenue NE from Rock Creek Road to Robinson Street with switches at Rock Creek Road and a modified traffic signal at High Meadows Drive	Increase the coverage of traffic signals and the IT Fiber infrastructurewill require IP addresses	
Installation of fiber optic cable along Classen Boulevard from Highway 9 to Cedar Lane Road with switches at new signals at Ann Branden Boulevard, Renaissance Drive, and Southlake Boulevard.	Increase the coverage of traffic signals and the IT Fiber infrastructure—will require IP addresses	

Support Tickets:

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

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 24 emails from the groups shown were sent from city servers using city resources – of those 40,383 were delivered to outside mailboxes for the month of October 2021. The city servers generated mass communications to Norman citizens of 40,383 messages from only 24 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 366,735 attempted incoming and 111,409 outgoing messages for the month of October 2021. Incoming messages totaling 181,688 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 41% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from known malicious countries and we continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste and decreases valuable storage space. Additionally, the email filter appliance kept city employees from bombardment of a significant amount of spam, phishing, and other types of potentially harmful emails.

Web Site:

The City of Norman's web site is hosted, updated, and maintained by the IT Department. In the month of October 2021, the City of Norman's web site had 100,588 individual web sessions access the web site for 204,739 total page views. Of those sessions, 56,446 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the current progress of the ERP Implementation Project. The project began in January of 2018 and is expected to run through the second quarter of 2022. The City Council has approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our citizen base as well as the employees who use and track their daily work with these business systems. The IT Department has completed implementation of Parks and Rec software (Vermont Systems), Municipal Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders is our focus for the Months of Feb through July/August 2021. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software. Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The final phase of our software upgrades, City View, is expected to be completed by the end of FYE22 or the start of FYE23.

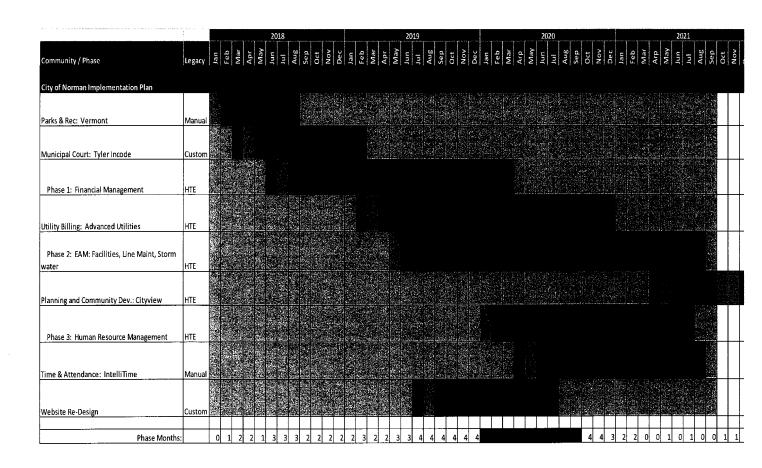


Table 1

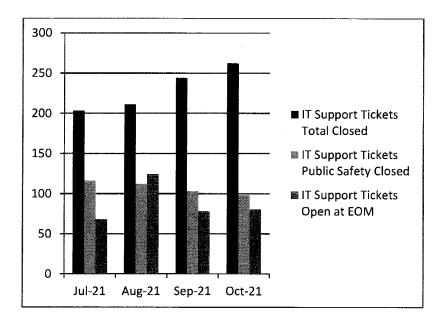


Table 2

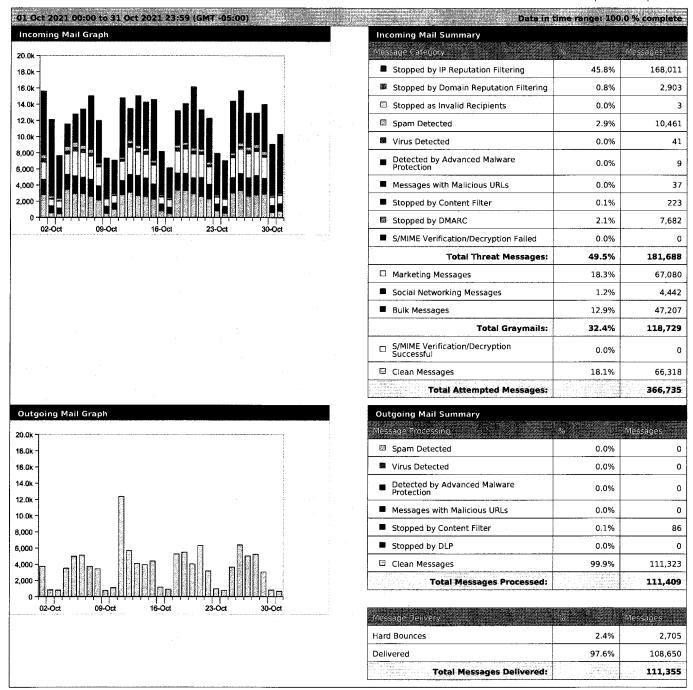
Oct 2021 LIST SERVER			
Group	Active : Members	Mailings	Total Delivered
Affirmative Action Group Job Posting	1756	1	5268
Norman News	1948	18	35064
Totals	3721	24	40383

cisco.

SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com



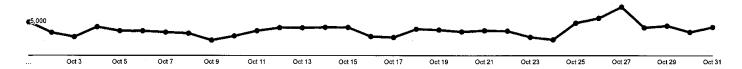
ironport.example.com - 01 Nov 2021 01:00 (GMT -05:00)

Site Traffic

All Users 100.00% Sessions Oct 1, 2021 - Oct 31, 2021

Report Tab

• Sessions



Day of the month	Sessions 🔱	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	100,588 % of Total: 100.00% (100,588)	2.04 Avg for View: 2.04 (0.00%)	% of Total:		% of Total: 100.04%	49.37% Avg for View: 49.37% (0.00%)	00:01:36
1. 27	6,138 (6.10%)	1.58	9,718 (4.75%)	5,57 8 (6.28%)	3,831 (6.79%)	67.73%	00:01:42
2. 26	4,729 (4.70%)	1.88	8,868 (4.33%)		2,7 7 0 (4.91%)		00:01:36
3. 01	4,223 (4.20%)	1.97	8,330 (4.07%)	3,754 (4.23%)	2,211 (3.92%)		00:01:40
4. 25	4,114 (4.09%)	1.96	8,070 (3.94%)	3, 68 7 (4.15%)	2,524 (4.47%)		00:01:42
5. 29	3,758 (3.74%)	1.98	7,451 (3.64%)	3,347 (3.77%)	2,164 (3.83%)	50.40%	00:01:33
6. 04	3,636 (3.61%)	2.30	8,351 (4.08%)	3,196 (3.60%)	1,923 (3.41%)	43.15%	00:01:33
7. 31	3,588 (3.57%)	1.68	6,019 (2.94%)	3,138 (3.53%)	2,134 (3.78%)	65.64%	00:01:45
8. 14	3,583 (3.56%)	2.13	7,616 (3.72%)	3,164 (3.56%)	2,008 (3.56%)	45.97%	00:01:36
9. 15	3,565 (3.54%)	2.15	7,679 (3.75%)	3,106 (3.50%)	1,954 (3.46%)	43.48%	00:01:30
10. 12	3,532 (3.51%)	2.12	7, 50 5 (3.67%)	3,058 (3.44%)	1,877 (3.33%)	46.35%	00:01:47

Rows 1 - 10 of 31

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LEGAL

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MONTHLY REPORT - LEGAL DEPARTMENT October 2021 Report (Submitted November 12, 2021)

MONTHLY HIGHLIGHTS:

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

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

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

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

<u>Doughty v. CentralSquare Technologies LLC, et al.</u>, CJ-2020-451; CIV-2020-451 (K) <u>Thompson v. City of Norman, et al.</u>, CJ-2019-71; CIV-19-13 (K) <u>Harmon, Toby, Shane Dodson, Tammi Dodson v. City of Norman, Jeff Robertson, Case No. 18-6187; CIV-18-688-HE (K)</u>

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

AMF Development v. City of Norman, et al, CJ-2018-1134; SD 119,677 (K)
Fleske Holding Company LLC v. City of Norman, CV-2018-956; SD 119,649
Kevin Easley v. City of Norman, CV-2012-346; DF-115811 & SD-119536
Golden Tribe LLC v. City of Norman, CV-2018-1142, DF-119107
Magnum Energy, Inc. v. Board of Adjustment for the City of Norman, SD-117912 (M)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. General Lawsuits

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

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

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

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

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

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

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

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

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Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County

Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)

Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)

Henderson, et al. v. City of Norman, et al., Case No. CJ-2016-610 (K)

City v. Lonnie Hodges, CV-2020-2922

The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)

McCarver v. City of Norman, CJ-2013-128 TS (K)

Paradise Acres Learning Zoo, CJ-2021-3204 (K, S))

This case was filed on September 23, 2021. It arose out of animals seized by the City due to abuse or neglect. The animals have been transferred to a rescue. Thus, this case will no longer appear on the Monthly Report.

Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)

Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)

B. Condemnation Proceedings

City of Norman v Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)

City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)

City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)

City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M):

<u>City of Norman v Ramchender Pulijala, et al.</u>, CJ-2021-222 (M): This matter has been finally resolved and will be removed from this report.

<u>City of Norman v. David W. Little, et al.</u>, CJ-2021-223 (M): This matter has been finally resolved and will be removed from this report.

<u>City of Norman v. Bradley C. Conley, et al.</u>, CJ-2021-225 (M): This matter has been finally resolved and will be removed from this report.

<u>City of Norman v. CHC Land, LLC et al., CJ-2021-226 (M)</u>: This matter has been finally resolved and will be removed from this report.

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):

<u>City of Norman v. Gregory Rushing, et al.</u>, CJ-2021-229 (M): This matter has been finally resolved and will be removed from this report.

City of Norman v. Ronald A. Ashley, et al., CJ-2021-337 (M):

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

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

Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)

D. Municipal Court Appeals

E. Small Claims Court

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

F. Board of Adjustment Appeals

LABOR / ADMINISTRATIVE PROCEEDINGS

A. Grievance & Arbitration Proceedings (K)

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)

AFSCME Grievance FYE 21-05 - (Brooks & Stephens)

AFSCME Grievance FYE 21-06 – (Parks HEOs and MWIIs)

AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)

AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)

<u>IAFF Grievance FYE 21</u> – (Carl Smith – Improper Compensation)

<u>IAFF Grievance FYE 22</u> – (Battalion Chief)

<u>IAFF Grievance FYE 22</u> – (Intellitime)

IAFF Grievance FYE 22 – (Chris Koscinski Termination for Disability)

IAFF Grievance FYE 22 – (Jesse Baldwin – Written Reprimand)

<u>IAFF Grievance FYE 22</u> – (Jonathan Wilk – Written Reprimand)

B. Equal Employment Opportunity Commission (EEOC)

None

C. Contested Unemployment Claims (OESC)

None

MUNICIPAL COURT PROSECUTIONS

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

	<u>AD</u>	<u>ULT CA</u>	<u> SES</u>	<u>JUVE</u>	NILE C	<u>ASES</u>	<u>COUR</u>	T SESS	<u>IONS</u>
Month	FYE	FYE	FYE	FYE	FYE	FYE	FYE	FYE	FYE
	20	21	22	20	21	22	20	21	22
JULY	640	545	*275	35	23	11	15	16	7
AUG	683	444	236	10	11	9	15	14	5
SEPT	497	520	263	17	10	9	14	13	5
OCT	581	325	269	23	4	12	18	7	6
NOV	390	259		9	0		11	6	
DEC	444	279		25	6		12	7	
JAN	522	134		32	3		15	0	

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	<u>ADU</u>	JLT CA	<u>SES</u>	<u>JUVE</u>	<u>NILE C</u>	<u>ASES</u>	<u>COUR</u>	T SESS	<u>IONS</u>
FEB	597	178		22	1		13	0	
MAR	420	270		22	6		7	5	
APR	104	420		0	6		0	13	
MAY	137	507		2	10		0	13	
JUNE	528	422		25	0		9	11	
TOTALS / YTD	5,543	4,303	1,043	222	80	41	129	105	23

^{*} Correction

WORKERS' COMPENSATION COURT

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

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

List of Pending Cases

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

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

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

(Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)

Amason, Amber v. City of Norman, WCC 2012-12306 K

(Police, Patrol, MPO, Intestinal/Parasite/Infection)

Baskeyfield, Henry L. v. City of Norman, CM-2020-03971 A

(Police/Animal Control/AWO, Low Back)

Clement, Stacey v. City of Norman, CM-2020-04580 R

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(Police, Investigations/Captain, Head, Face, Neck, Back, Both Shoulders, Arms, Hands, Legs)

Crews, William "Will" Bryan v. City of Norman, CM-2021-04764 A

(Police, Patrol, Sergeant, Neck, L Shldr., L. Arm, L. Hand)

Crews, William "Will" Bryan v. City of Norman, CM-2021-04762 Q

(Police, Patrol, Sergeant, Back, Neck, L. Shldr, L. Arm, L. Hand)

Crews, William "Will" Bryan v. City of Norman, CM-2021-04763 X

(Police, Patrol, Sergeant, Back, Neck, Both Shldrs., Both Arms, Both Hands)

Harris, Reagan v. City of Norman, CM-04817 K

(P&R, Westwood Pool, Life Guard, L. Wrist)

Kizzia, Derrald v. City of Norman, WCC 2014-06995 K

(Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)

Koscinski, Christopher v. City of Norman, CM-2020-06955 J

(Fire, Suppression, Firefighter, R. Shoulder, R. Arm)

Koscinski, Christopher v. City of Norman, CM-2021-04927 L

(Fire, Suppression, Firefighter, Back)

Landrum, Sean v. City of Norman, CM-2019-05618 L

(Utilities, Water Maintenance, Utility Distribution Worker II, Head, Headaches, Face, Jaw, Teeth, Tongue, Neck, and R. Shoulder)

Mosley, Kent v. City of Norman, CM-2020-00585 X

(Police, Patrol, Sergeant (Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. & L. Buttocks + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach

Robertson, Kellee v. City of Norman, WCC 2010-13896 F

(Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)

Wilkins, Levi v. City of Norman, CM-2019-05323 X

(Fire, Suppression, Fire Driver Engineer, BAW, Cancer)

Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F

(Public Works/Street Maintenance/HEO, L Shoulder, Neck)

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TORT CLAIMS

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

DEPARTMENT	FYE 22	FYE 22	FYE 21	FYE 20	FYE 19
	Month	YTD			
Animal Control			1		,
Finance – IT			1		
Fire		1	1	4	
Legal			2		
Other		1	11	10	9
Parks		1	4	6	6
Planning					
Police	1	2	3	5	10
Public Works – other			2	3	
Public Works – Stormwater				2	
Public Works – Engineering			1	2	
Public Works – Streets	3	6	9	11	6
Utilities – Water		4	11	11	12
Utilities – Sanitation			12	12	10
Utilities – Sewer			5	5	3
TOTAL CLAIMS	4	15	63	71	56

CURRENT CLAIM STATUS	FYE 22	FYE 21	FYE 20	FYE 19
	TO DATE			
Claims Filed	15	63	71	56
Claims Open and Under Consideration	. 6	4	0	0
Claims Not Accepted Under Statute/Other	1	10	11	8
Claims Paid Administratively	2	10	13	10
Claims Paid Through Council Approval	1	6	14	12
Claims Resulting in a Lawsuit for FY	0	2	1	4
Claims Barred by Statute				
(No Further Action Allowed)	0	22	32	22
Claims in Denied Status				
(Still Subject to Lawsuit)	5	9	0	0

MUNICIPAL COURT

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MUNICIPAL COURT MONTHLY REPORT OCTOBER - FY '22

CASES FILED

	OCTOBER	<u>FY22</u> <u>Y-T-D</u>	OCTOBER	<u>FY21</u> <u>Y-T-D</u>
Traffic	259	1378	718	3170
Non-Traffic	208	795	174	1088
SUB TOTAL	467	2,173	892	4,258
Parking	574	2742	575	2018
GRAND TOTAL	1,041	4,915	1,467	6,276

CASES DISPOSED

		FY22		FY21
	OCTOBER	<u>Y-T-D</u>	OCTOBER	Y-T-D
Traffic	450	1729	721	3871
Non-Traffic	171	672	140	954
SUB TOTAL	621	2,401	861	4,825
Parking	1157	3634	430	1305
GRAND TOTAL	1,778	6,035	1,291	6,130

REVENUE

	FY22		FY2	i
	OCTOBER	<u>Y-T-D</u>	OCTOBER	<u>Y-T-D</u>
Traffic	\$ 41,851.51	\$ 190,089.81	\$ 84,087.31	\$ 390,750.70
Non-Traffic	\$ 28,642.88	\$ 95,977.99	\$ 23,923.78	\$ 103,224.61
SUB TOTAL	\$ 70,494.39	\$ 286,067.80	\$ 108,011.09	\$ 493,975.31
Parking	\$ 36,249.00	\$ 118,987.26	\$ 13,106.00	\$ 31,272.00
GRAND TOTAL	\$ 106,743.39	\$ 405,055.06	\$ 121,117.09	\$ 525,247.31

MUNICIPAL COURT - MONTHLY REPORT October 2021

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement - Norman Mediation Program accepted 41 new cases and closed 54 cases during the month of October 2021. 5 Mediations were held.

PARKS AND RECREATION

9

Park Planning Activities October, 2021

NORMAN FORWARD Ruby Grant Park:

Work is completed at the park on the new Youth Football Practice Fields, and an official dedication of that facility was done in mid-October. Work included installation of lines and field maker signs on the new fields, along with construction of an expanded parking lot and new restroom building to serve the practice facility. All youth football league games are held on the middle and high school fields in town, however there are now 5 dedicated practice fields at Ruby Grant that the league can use to schedule multiple practice and scrimmage activities each season. Also, a new public art piece at the pavilion by the



playground at the park was dedicated on that same night. The piece, titled "Gems" is comprised of 25 cast metal fireflies that flicker with LED-lighted abdomens each night. That project was funded through a grant from OG&E and funds from the Public Arts Board.

NORMAN FORWARD Reaves Park:



Flintco Construction started work in mid-October work on the improvements to the youth baseball/softball complex and the adult softball fields at the park. We are starting on the north end of the park by making improvements to the parking and paving at the middle softball complex, while work has also started on the new loop park road that will provide access to the new interior parking lots and the new youth baseball 4-plex that will be built in the space currently occupied by our park maintenance

facility. The project is expected to last 14 months, with different areas of the park being fenced-off from the public as we go, in order to keep everyone safe, and the site secure as we go. This NORMAN FORWARD project to improve Reaves Park will make the park home for all youth and adult baseball and softball, once complete.

Fitness Campaign Court:



We cut the ribbon in October for the new Fitness Court at Frances Cate Park. The project was primarily funded through CDBG Neighborhood Improvement funds, along with a grant from the National Fitness Coalition. The project includes several exercise options, with professional graphics on the equipment explaining how to use the various pieces and track your fitness level as you continue to visit the park.

Neighborhood Parks:

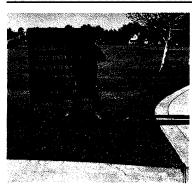
We received bids, and are now preparing contract and bods for an agenda item to purchase new play equipment for Vineyard Park to replace that which was destroyed by vandals earlier this year. Our next park scheduled for upgrades/equipment replacement is Cherry Creek Park, while we also work to upgrade park furniture and signage city-wide as part of the Norman Forward Neighborhood Park Improvements Project.

Historical House:

Crews made repairs to the north side windows of the Moore-Lindsey House after a mid-month hail storm broke several glass storm and interior windows. We are now going to use Plexiglass on the storm windows, as this is the second time this year that some windows have been broken by large hail. The stained glass windows on the round turret part of the house were removed this summer for repairs and were not in-place during this recent storm. They are being repaired by a specialty shop, and will have Plexiglass storms covering them once they are reinstalled this fall.



NORMAN FORWARD Andrews Park:



Crews worked to install the stencils that were used to create the "In Their Words" art piece in the park. Public art is a part of most NORMAN FORWARD projects; and the committee appointed for Andrews chose OKC artist M J Alexander to produce the park-wide project that includes etchings in the sidewalks of the park of quotes of famous people from Norman. The piece will be officially dedicated on November 12 during the Second Friday Art Walk event that occurs each month in the downtown area. We will also be concluding the Andrews Park project this fall with improvements to the Sister City plaza in the park

and upgrades to the park furniture (picnic tables, trash cans, drinking fountains, etc.).

OCTOBER 2021 PARK MAINTENANCE DIVISION

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

SAFETY REPORT	FYE-22MTD	FYE-22YTD	14	FYE-21MTD	FYE-21YTD
On-The-Job Injuries	0	0		0	2
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
	Total Man	Hours		Total Man	Hours
ROUTINE		YEAR-	72		YEAR-
ACTIVITIES		TO-DATE			TO-DATE
Mowing	70.50			67.00	358.00
Trim Mowing	410.00	2353.50		300.00	2832.50
Chemical Spraying	4.00	204.00		48.00	188.00
Fertilization	0.00	16.00		0.00	12.00
Tree Planting	0.00	0.00		0.00	1.00
Tree & Stump Removal	0.00	51.00		18.00	20.00
Tree Trimming/Limb Pick-Up	84.00	256.00		543.00	858.00
Restroom/Trash Maintenance	0.00	40.00		46.00	763.50
Play Equipment Maintenance	0.00	253.00		0.00	114.00
Sprinkler Maintenance	78.00	279.00		0.00	129.00
Watering	0.00	0.00		0.00	0.00
Grounds/Building Maintenance	0.00	0.00		62.00	189.00
Painting	0.00	0.00		0.00	0.00
Planning Design	278.00	469.00		12.00	18.00
Park Development	52.00	52.00		0.00	0.00
Special Projects	0.00	3.00		134.00	268.50
Nursery Maintenance	0.00	0.00		0.00	0.00
Flower/Shrub Bed Maintenance	54.50	339.75		159.00	415.00
Seeding/Sodding	19.01	40.26		10.00	27.00
Ballfield Maintenance/Marking	0.00	0.00		0.00	0.00
Fence Repairs	0.00	0.00		0.00	7.00
Equipment Repairs/Maintenance	21.00	117.00		79.00	598.75
Material Pick-Up	0.00	0.00		2.00	
Miscellaneous	0.00	0.00		184.00	461.00
Shop Time	13.00	263.00		20.00	111.00
Snow/Ice Removal	77.00	476.50		44.00	114.00
Christmas Lights	0.00	0.00		0.00	0.00
Close to Home Fishing	0.00	0.00		0.00	0.00
Forestry	62.00	460.00		0.00	54.00
Graffiti Clean-Up	129.00	423.75		55.00	63.00
Water Fountains	28.00	122.00		0.00	10.00
Inground Trash	0.00	0.00		0.00	0.00
Vector Control	0.00	94.00	41-7	12.00	144.00

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A

OCTOBER 2021 WESTWOOD POOL MONTHLY REPORT

FINANCIAL INFORMATION

	FY2022 MTD	FY2022 YTD	FY2021 TOTAL
Swim Pool Passes	\$0.00	\$1,810.00	\$191,747.00
Swim Pool Gate Admission	\$0.00	\$191,042.00	\$284,993.00
Swim Lesson Fees	\$0.00	\$3,406.00	\$33,547.50
Pool Rental	\$0.00	\$20,906.00	\$28,128.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$0.00	\$910.00	\$6,495.22
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$0.00	\$106,835.76	\$127,066.89
TOTAL INCOME	\$0.00	\$324,909.76	\$671,977.61
Expenditures	\$43,660.01	\$363,404.46	\$624,044.12
Income verses Expenditures	(\$43,660.01)	(\$38,494.70)	\$84,856.65

ATTENDANCE INFORMATION

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

OCTOBER 2021 WESTWOOD GOLF DIVISION MONTHLY PROGRESS REPORT

SAFETY REPORT	FY 2022 MTD	FY 2022 YTD	FY 2021 MTD MTD	FY 2021 YTD YTD
Injuries On The Job	0	0	1	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2022	FYE 2022	FY 2021	FYE 2022
	MTD	YTD	MTD	YTD
Green Fees	\$43,817.81	\$236,649.79	\$53,967.00	\$247,981.05
Driving Range	\$9,961.39	\$54,498.50	\$13,042.01	\$69,941.40
Cart Rental	\$25,094.94	\$134,823.09	\$32,220.10	\$145,704.76
Restaurant	\$13,896.78	\$80,853.21	\$12,375.26	\$66,933.29
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$158.91
Interest Earnings	\$135.84	\$580.73	\$162.26	\$621.28
TOTAL INCOME	\$92,906.76	\$507,405.32	\$111,766.63	\$531,340.69
Expenditures	\$184,648.73	\$534,352.42	\$94,682.37	\$357,784.83
Income vs Expenditures	(\$91,741.97)	(\$26,947.10)	\$17,084.26	\$173,555.86
Rounds of Golf	2766	15045	3221	4623

Green speeds slowed for a few weeks due to the maintenance required after the hail storm. We now are back on track. The triplex ring has been a limiting factor for cutting height on the greens, which will take several targeted topdressings to correct. Our first application is completed.

Roundup is the most cost effective herbicide for control of Dallisgrass. We will start this process as the bermudas goes into dormancy.

The pump station piping is leaking. We are looking at our options for repairs.

We built a bentgrass nursery green and are in the grow-in process. It is located next to the #5 green and adjacent to #16 tee.

We are installing 24" drainage pipe across #3 fairway. During a weather events, this area has had erosion problems on the irrigation pond banks.



OCTOBER 2021

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	OCT FYE'22	OCT FYE'21
Regular Green Fees	621	720
Senior Green Fees	309	443
Junior Fees	51	209
School Fees (high school golf team players)	0	43
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	544	449
Employee Comp Rounds	283	244
Golf Passport Rounds	0	0
9-Hole Green Fee	160	279
2:00 Fees	218	175
4:00 Fees	57	69
Dusk Fees or 6:00 Fees	20	28
PGA Comp Rounds	2	2
*Rainchecks (not counted in total round count)	15	· · · · · · · · · · · · · · · · · · ·
Misc Promo Fees (birthday, players cards, OU studen	492	550
Green Fee Adjustments (fee difference on rainchecks)	9	10
Total Rounds (*not included in total round count)	2766	3221
% change from FY '20	-14.13%	
Range Tokens	2531	3620
% change from FY '20	-30.08%	
18 - Hole Carts	131	153
9 - Hole Carts	33	99
1/2 / 18 - Hole Carts	1053	1269
1/2 / 9 - Hole Carts	239	307
Total Carts	1456	1828
% change from FY '20	-20.35%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	1	0
18 - Hole Senior Trail Fees	2	1
9-Hole Senior Trail Fees	1	1
Total Trail Fees	4	2
% change from FY '20	100.00%	
TOTAL REVENUE	\$92,906.76	\$111,766.63
% change from FY '20	-16.87%	

FACILITY MAINTENANCE

9B

City of Norman Facility Maintenance October 2021 Monthly Hourly Materials Cost Report

	Location	Labor Hrs Lab	Labor Cost M	Materials Cost Total	tal
Misc	Facility Maint	0.00	80.00	\$387.11	\$387.11
	Library	0.00	\$0.00	\$19,701.12	\$19,701.12
Total		0.00	\$0.00	\$20,088.23	\$20,088.23
Electrical					
	Facility Maint	30.00	\$967.03	\$289.24	\$1,256.27
	City Hall	16.00	\$521.93	\$22.61	\$544.54
	Bldg A	4.00	\$130.80	80.00	\$130.80
	Bldg B	19.00	\$608.60	\$290.11	\$898.71
	Bldg C	2.00	\$65.40	80.00	\$65.40
	Library	24.00	\$769.56	80.00	8769.56
	Animal Welfare	17.00	\$544.47	\$0.00	\$544.47
	Pistol Range	00.9	\$188.58	\$0.00	\$188.58
	Special Ops	1.00	\$31.43	\$0.00	\$31.43
	Fire Stations	22.00	\$706.70	80.00	\$706.70
	Parks	44.00	\$1,403.24	\$409.27	\$1,812.51
	Rec Centers	4.00	\$130.80	80.00	\$130.80
	Senior Center	24.00	\$774.64	\$140.99	\$915.63
	Sooner Theater	8.00	\$261.60	\$0.00	\$261.60
	FHA	4.00	\$130.80	80.00	\$130.80
	WW Golf	16.00	\$513.04	\$42.20	\$555.24
	Traffic	11.00	\$345.73	80.00	\$345.73
	Sanitation	18.00	8580.98	80.00	\$580.98
	Fleet	8.00	\$251.44	80.00	\$251.44
	Streets	2.00	\$62.86	\$0.00	\$62.86
	WTP	10.00	\$324.46	\$48.25	\$372.71
	WRF	15.00	\$471.45	80.00	\$471.45
Total		305.00	\$9,785.54	\$1,242.67	\$11,028.21

\$13,719.80

\$4,061.20

\$9,658.60

314.00

City of Norman Facility Maintenance October 2021 Monthly Hourly Materials Cost Report

HVAC

Facility Maint	21.50	\$682.87	\$1,113.06	\$1,795.93
City Hall	26.00	\$828.18	\$1,447.34	\$2,275.52
Bldg A	14.00	\$435.78	\$111.75	\$547.53
Bldg B	18.00	\$566.58	\$50.00	\$616.58
Bldg C	12.00	\$377.72	\$25.00	\$402.72
Bldg D	8.00	\$261.60	\$0.00	\$261.60
Library	8.00	\$232.24	\$0.00	\$232.24
Animal Welfare	8.00	\$232.24	\$460.00	\$692.24
Shooting Range	0.00	\$188.86	\$16.55	\$205.41
NIC	8.00	\$261.60	\$8.47	\$270.07
Fire Admin	3.00	887.09	\$0.00	\$87.09
Fire Stations	20.00	\$639.32	\$59.77	\$699.09
Parks	10.00	\$319.66	\$42.15	\$361.81
Rec Centers	48.00	\$1,466.84	\$299.67	\$1,766.51
Senior Center	4.00	\$116.12	\$0.00	\$116.12
Sooner Theater	2.00	\$58.06	\$0.00	\$58.06
Firehouse Art	4.00	\$130.80	\$28.07	\$158.87
Historical House	2.50	\$72.58	\$0.00	\$72.58
WW Golf	8.00	\$246.92	\$42.67	\$289.59
WW Tennis	12.00	\$377.72	\$22.10	\$399.82
Traffic	5.50	\$159.67	\$0.00	\$159.67
Sanitation	7.50	\$217.73	\$0.00	\$217.73
Fleet	8.00	\$232.24	\$54.32	\$286.56
Line Maint	2.00	\$58.06	\$0.00	\$58.06
Streets	8.00	\$232.24	\$63.34	\$295.58
Stormwater	10.00	\$290.30	\$0.00	\$290.30
WTP	20.00	\$580.60	\$192.32	\$772.92
WRF	10.00	\$304.98	\$24.62	8329.60

City of Norman Facility Maintenance October 2021 Monthly Hourly Materials Cost Report

Plumbing					
	Facility Maint	48.00	\$1,575.96	\$116.36	\$1,692.32
	City Hall	7.00	\$232.25	80.00	\$232.25
	Bldg A	8.00	\$261.64	80.00	\$261.64
	Bldg B	14.00	\$464.50	\$0.00	\$464.50
	Bldg C	5.00	\$165.31	80.00	\$165.31
	Bldg D	2.00	\$62.86	80.00	\$62.86
	Library	2.00	\$66.94	\$4.53	\$71.47
	Animal Welfare	4.00	\$133.88	80.00	\$133.88
	Fire Stations	13.00	\$433.07	\$51.17	\$484.24
	Parks	27.00	\$901.65	80.00	\$901.65
	Rec Centers	20.00	\$661.24	\$37.44	89.8698
	Senior Center	00.9	\$198.78	\$78.80	\$277.58
	Train Depot	1.00	\$33.47	80.00	\$33.47
	Firehouse Art	2.00	\$64.90	\$0.00	\$64.90
	WW Golf	2.00	\$66.94	80.00	\$66.94
	WW Tennis	3.00	\$100.41	\$2.79	\$103.20
	WTP	1.00	\$33.47	80.00	\$33.47
	WRF	2.00	\$66.94	80.00	\$66.94
F - 4 - 1		66 E		0000	1
I otal		167.00	\$5,524.21	\$291.09	\$5,815.30

City of Norman Facility Maintenance October 2021 Monthly Hourly Materials Cost Report

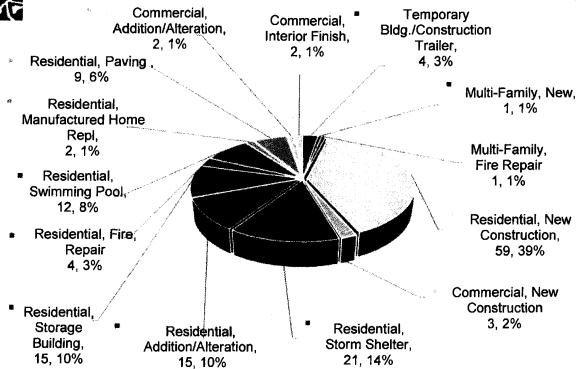
	\$209.99	\$2,655.07	\$2,655.07	\$3,750.82	\$2,668.34	\$979.86	\$457.92	\$13,377.07	\$66,709.73
	\$209.99	\$93.82	\$93.82	\$93.82	\$107.09	\$783.86	\$359.92	\$1,742.32	\$29,134.51
	80.00	\$2,561.25	\$2,561.25	\$3,657.00	\$2,561.25	\$196.00	898.00	\$11,634.75	\$37,575.22
	0.00	150.00	150.00	225.00	150.00	8.00	4.00	687.00	1517.00
	Facility Maint.	City Hall	Bldg A	Bldg B	Bldg C	Fire Stations	Library		
Custodial								Total	Total

PLANNING AND COMMUNITY DEVELOPMENT

10

S.A.

CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY OCTOBER 2021 REPORT



Permit Type	Count		Valuation
Residential, New Construction	59	\$	16,205,456
Residential Duplex, New Construction	0	\$	-
Residential, New Manufactured Home	0	\$	•
Commercial, New Construction	3	\$	185,500,000
Commercial, Parking Lot	0	\$	-
Commercial, Shell Building	0	\$	-
Residential, Storm Shelter	21	\$	68,992
Residential, Addition/Alteration	15	\$	559,171
Residential, Carport	0	\$	-
Residential, Storage Building	15	\$	511,128
Residential, Fire Repair	4	\$	314,309
Residential, Swimming Pool	12	\$	877,492
Residential, Manufactured Home Repl	2	\$	254,068
Residential, Paving	9	\$	561,000
Commercial, Addition/Alteration	2	\$	754,000
Commercial, Interior Finish	2	\$	244,000
Commercial, Fire Repair	0	\$	-
Commercial, Foundation	o	\$	-
emporary Bldg./Construction Trailer	4	\$	5,150
Multi-Family, New	1	\$	750,000
Multi-Family, Addition/Alteration	0	\$	-
/lulti-Family, Foundation	0	\$	· <u>·</u>
/lulti-Family, Fire Repair	1	\$	5,500
Group Quarters	0	\$	
	150	\$	206,610,266



CITY OF NORMAN Building Permit Activity-OCTOBER 2021

	DESCRIPTION	2021 YEAR TO-DATE		VALUATION	2020 TOTALS		2020 TOTAL VALUATION	
	Residential, New Construction	458 0	\$	144,620,7 6 5	537	\$	155,417,525 -	
	Residential, New Manufactured Home	1	s	45,000	1	s	97,500	
	Residential, New Non Dwelling Unit	0	5	-	0	\$	_	
	Residential Duplex, New Construction	0	\$	-	8	\$	1,880,000	
	Residential, Garage Apartment	0	\$		0	\$		
	Multi-Family, New Construction 3-4 DU	1	\$	750,000	0	\$	-	
	Multi-Family, New Construction 5+ DU	. 9	\$	22,230,000	25	\$	17,432,000	
	Multi-Family, Fire Repair	10	\$	232,930	3	\$	63,128	
	Multi-Family, Foundation	3	\$	170,000	27	\$	924,930	
	Multi-Family, Addition/Alteration	2	\$	16,000	0	\$	-	
	Residential, Addition/Alteration	165	\$	9,388,623	159	\$	6,979,022	
	Residential, Carport	3	\$	8,710	10	\$	37,344	
	Residential, Storm Shelter	272	\$	1,035,496	364	\$	1,155,682	
	Residential, Storage Building	116	\$	4,177,668	156	\$	4,819,011	
	Residential, Fire Repair	25	\$	1,464,616	23	\$	1,241,786	
	Residential, Swimming Pool	132	\$	8,392,756	118	\$	6,436,083	
	Residential, Manufactured Home Replacement	7	\$	582,151	7	\$	493,288	
	Residential, Paving	91	\$	1,310,887	110	\$	1,026,455	
	Group Quarters	0	\$	-	3	\$	27,809,773	
	TOTAL	1295	\$	194,425,602	1551	\$	225,813,527	
NON-RESIDENTIAL	Commercial, New Construction	41 8 118 32 4 7 6 25	****	259,939,037 7,187,000 38,557,055 3,009,100 5,375,000 688,000 592,640 207,391	62 11 150 41 11 4 8 24	****	59,513,823 5,141,000 50,146,843 4,025,413 2,246,353 1,050,000 495,452 690,229	NON-RESIDENTIAL
OTHER ACTIVITY	Electrical Permits Heat/Air/Refrigeration Permits Plumbing and Gas Permits Sign Permits Water Well Permits Garage Sale Permits Structure Moving Permits Demo-Residential Permits Temp. Const. Bldgs. & Roll-off Permits Lot Line Adjustmements Filed Certificate of Occupancy (CO) All Field Inspections Net Residential Demos & Removals	1391 1178 1532 373 34 730 15 28 7 143 21 896 22971 -25			1489 1381 1775 357 31 631 15 49 2 148 12 1102 25135 -47			OTHER ACTIVITY

orman	AND INSPECTIONS
SEA SE	PERMITS

RESIDENTIAL BUILDING PERMITS Issued October 2021 - Sorted by Permit Type 8, 25, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 1, 2, 200 LANDTS #Z
BROOKHANEN ##T
BROOKHANEN ##T
BROOKHANDY PARK
CARRINGTON PARK
CARRINGTON PLACE ADD ##11
HALL PARK #\$
PARSONIS ADDITION
CASCACE ESTATES PUD #\$
WOODCREST EST ##T
HANBREPER HEIGHTS ## ST JAMES PARK ADD 4
COLONIAL EST SOUTH SEC 2
SOUTH LAKE ADD #1
WARWICK ADD #4 WESTLAND ADD

FORWARD ACRESS
WESTWOOD ESTATES
WOODSLAWN ADD #2
CASTLENCOK ADD #3
CASTLENCOK ADD #3
CASTLENCOK ADD #3
NOT SUBDIVIDED
BELLATONA SEC. #1
SOUTH UNIVERSITY PLACE
8LUE LAVES ADDITION
TLUS ADD #1
SAKELE LADD #3 LITTLE RIVER TRAILS SEC #3 GLENRIDGE SEC, #2 LITTLE RIVER TRAILS SEC #3 LAKEVIEW TERRACE JITILE RIVER TRAILS SEC #3 TOWN & COUNTRY ESTATES FLAMING OAKS ESTATES VINTAGE CREEK ADDITION JAMES PARK ADD 6 D CANYON RANCH SEC 8 NOT SUBDIVIDED THUNDERBIRD EST ADD ASHTON GROVE ADD SEC PLACE ADD NOPPLANDY ACRES FIRST OUNTAIN VIEW SEC. #1 HILLTOP LAKE ESTATES OAK BROOK ESTATES PARK ADD ARWICK ADD #7 EADOW PARK ADD MAYBLIFY
MAYBLIFY
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COLE CONSTRUCTION, LLC,
DON CERVI PROPERTIES
CUALITY CONCRETE CONSTRUCTION IDEAL HOMES OF NORMAN BIGGS BACKHOE, INC TORNAND SAFE CERTRIED SHELTER GROUND ZERO SHELTERS OWENS SEPTIC SERVICE TT'R DESIGN INC
SOLAR POWER OF OKLAHOMA
L. HOWELL CONSTRUCTION, INC.
SCRUĞGS CONSTRUCTION, INC.
OWNER
GREEN LIGHT SOLAR
FONER KOLAR
FONER ROCHING & CONSTRUCTION MURFIELD HOMES
GROUND ZERO STORM SHELTERS
GROUND ZERO SHELTERS
GTORM SAFE SHELTERS PLAT SAFE TORNADO SHELTERS STORM SHELTER, LLC FS STORM SHELTERS, LLC FLAT SAFE TORNADO SHELTERS SECTRICO LLC CWWIST
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DIAMOND COMMERCIAL CONST BARGAIN BARNS & BUILDINGS, LLC. SIGNATURE CUSTOM POOLS SIGNATURE CUSTOM POOLS OUTDOOR ESCAPES, LLC. SALAXY OUTDOOR RECREATION PLEASANT POOLS ACHATIC DESIGNS POOL & SPA ARTISTIC POOLS LEGACY FINISH CARPENTRY TIER 1 CONTRACTING TRUEPRO HOME SOLUTIONS SHINE SOLAR DBA SHINE AIR SIGNATURE CUSTOM POOLS SLUE HAVEN POOLS OF OK HARALSON RENOVATIONS OWNER BETTER BARNS DICROSS BARN COMPANY LEGACY BUILDINGS LLC HOME DEPOT USA, INC BLUESTEM BUILD LLC. 8.2 FAMILY, STORAGE BLDG
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FAMILY, MANUF HOME REPLACE	OWNER	2197	10/14/2021	4900	108TH		Ø	2	HENT CAKE DANCE OF BUCK				
	SWM & SONS INC.	2012	10/13/2021	2203	136ТН		7	ų	THUNDERBIRD HILLS	ž 뿐	5 185		
	OWNER	2	10/1/2021	4180	PIONEER	2 5	S :	ش .	STELLA HILB ESTATES COS	77	\$ 283.000	200 4636	Į,
1 FAMILY, NEW CONSTRUCTION	OWNER	5414	10/5/2021	2	SZND		= ^	4 0	MARKATT ADD	æ ¦	\$ Z75.		8
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC.	4226	10/4/2021	2312	KIMBALL	2	· -	4	ST JAMES PARK AND R	분 2	136		8 :
	ANTHUR CUSTOM HOMES, LLC.	ğ	10/4/2021	23	KIMBALL	£	Ø	· "	ST JAMES PARK ADD 6	2 6	,		
NEW CONSTRUCTION	LIBERTY HOMES INC	3 6	10/4/2021	808	EPORA	ຮ	7	-	MONTORO RIDGE SEC. #2	2	, s		- g
, NEW CONSTRUCTION	SAMMONS VENTURES LLC	8	10/7/202	4815		SAIR PRO	우 (ω	SUMMIT LAKES ADD #11	æ	300		2 2
NEW CONSTRUCTION	ROBERTS, JOHN	1307	10/5/2021	3651	HERITAGE	<u>.</u> .3	v &	<u>₹</u> #	LIMMEY VALLEY ESTATES	8	000 m	360,000 320	8
I FAMILY, NEW CONSTRUCTION	APPLE CONSTRUCTION, LLC.	4328	10/5/2021	2900	SLAMMET CROSSIN	SSINC PICY	2 40	4	SCHOOL AND INTINITY NACOS	2 7	200		6
NEW CONSTRUCTION	CHANGE CONSTRUCTION, LLC.	6330	10/5/2021	2828	SLAMMT CHO	Æ.,	72	. 60	SCHWIT LAKES ADD #11	2 62	9.50		- F
	INTEGRITY CONSTRUCTION & NEV	} [104/2021	5120		3	en	≱	BOONE'S RIDGEWOOD EST	ä	120		8 8
	TUCKER HOUSE, LLC	4405	10/6/2021	95	SALES V	AVE.	.	≱ '	NOT SUBDIVIDED	Ş	\$ 600,000		
_ =	TURNER & SON HOMES	1	10/26/2021		COBIC	5 2	5	~	FROST CREEK ADD.	5	\$ 695,000		8
	HAMPTON HOMES, LLC	4	10/21/2021	15		5 5	• :	- 5	WOODY BRYANT ADD	뿐	\$ 286		<u></u>
	HAMPTON HOMES, LLC	4	10/21/2021			ō	₹ ;	2 9	J A JONES ADDITION	25	380		 8
	SOUTHERN OAKS HOMES, LLC	4460	10/18/2021				€ \$	2	A CONES ADDITION	OF DES	405,		2
I FAMILY, NEW CONSTRUCTION	HAMPTON HOMES, LLC	4539	10212021			u C	2 ;	<u> </u>	H & L#1 (SURVEY)	2	\$ 90 90		
	HAMPTON HOMES, LLC	2	1021201		ACORE	āŧ	\$;	9 :	A JONES ADDITION	25 25 25	380		 12
	BROOKFIELD CUSTOM HOMES, LLC.	4819	1025/2021		2041	ā (\$ '	φ.	JA JONES ADDITION	SPUD	105		9
	DAVID CADDELL CONSTRUCTION	65	1022201	200	CHANGE CONTRACTOR	ž :	v	-	ST JAMES PARK ADD 5	Æ	\$ 319		
	OWNER	8	10000001	2000	200	£ :	Ф;	≧	HOPE VALLEY EST 1 & 2	Ş	2 700		
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES I P	4802	1000000	8 1		A VE	8	≩	NOT SUBDIVIDED	Ş	80		. 58
1 FAMILY, NEW CONSTRUCTION	SPACE COAN HOMES LLC	82.0	1008000		SOUNDS.	2	N	s	LITTLE RIVER TRAILS SEC #2	<u></u>	450,000	4.00	
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	422A	10,4700	3 5			σ ο 1	ю.	CASCADE ESTATES PUD #7	2	188	~	
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2	10/4/2021	246	MOORE HAINS		~ (e (RED CANYON RANCH SEC 7	2	5 210,		8
TEAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	153	10/4/2024	2			ָ פ	m	RED CANYON RANCH SEC 7	5	\$ 282		
	DEAL HOMES OF NORMAN	3 8	1014707	8 8	SMINNI INCINE		‡ 1	-	RED CANYON RANCH SEC 7	90	320		
_	IDEAL HOMES OF NORMAN	4248	107701	2 ;	MANUAL INVINE	****	د ما	e	RED CANYON RANCH SEC 7	5	231		
	KARBOR HOMES INC	1007	1202/101	7	MAY TELLET	5	e	-	LITTLE RIVER TRAILS SEC #3	200	358		
	HOME CREATIONS INC	767	4043 5004	2 5	CHILLENDEN	8	-	4	ASHTON GROVE ADD SEC 2	5	\$ 500		
-	LOAGE CREATIONS INC.	3	120250101	1	ARCAD	AVE	_	m	BELLATONA SEC. #3	~	\$ 463		
NEW CONSTELL	THE CHESTIONS, INC.	3	10/13/2021	245	ARCADY		Φ	e	BELLATONA SEC. #3	ě	 3 5		
S EAMS VICES CONSTRUCTION	DEAL HOMES OF NORMAN	754	10/14/2021	3915	BLACK MESA		\$	6	RED CANYON RANCH SEC 7	5	<u> </u>		* t
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	4	10/11/2021	Ş	MAYBURY		7	-	LITTLE RIVER TRAILS SEC #3	2 2			
S EAMILY NEW CONSTITUTION	THUMBE CREATIONS, INC.	4512	10/22/2021	ŝ	CONTREY		72	-	EAGI # CLIFF SOUTH AND #7	3			
TAMELY, NEW COMBINED	HOME CREATIONS-DIAMOND HOMES	4513	10/13/2021	1104	Cardso		=		FACT TO THE CONTRACT AND 47	2 6	269'881		3
S PAMILT, NEW CORNSTRUCTION	IDEAL HOMES OF NORMAN	4517	10/18/2021	3911	BLACK MESA		Ξ.	- "	BELL CANCOL BANCH CTO T	Ξ ;	138.870		
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	4519	10/18/2021	3903	BLACK MESA			, ,	SELECTION RANCH SEC.	2	5 Z16,810		28
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	623	10/18/2021	3306	RI ACIC MESA	2 6	2 4	, ,	THE CANTON RANCH SEC /	8	273,		<u>۔</u>
* FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1523	10/18/2021	200	WORNEY IDVING		3 0	- 6	KED CANYON RANCH SEC 6	2	\$ 271,		<u>.</u>
* FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC.	\$275	10/25/2021	12	TOOTSHEE 18/				HOELD CANTON RANCH SEC 7	2	\$ 237,980	-	*
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, ILC.	57.5	10/25/2021	1235	TOTAL SECTOR		0 0	- ,	TURILE CROSSING	25	\$ 130,		*
FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC.	8753	10/25/2021	2919	20 EPE		• \$	- •	TOWN TO DO	2	139,	·	 8
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, ILC.	183	10/25/2021	1221	TOPTONE WOOD	1 300	2 ^	n .	THE CROSSING	2	41.	•	
TEAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC.	200	10/25/2021	2118	ARCADY		- 4	- •	TOWNIE CHOSSING	8	5 137,		<u></u>
I FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC.	065	10/25/2021	2123	AHCANY	100	7	۰.	BELLALOWA SEC. #3	Æ	5 147,		 e
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	450	10/21/2021	88	NO INT ION		• •	,	BELLA CONA SEC. #3	Æ	136,		 9
I FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	\$	10/21/2021	47	MOUNT IRVING	AAA C	, n	•	MEDICANYON BANCH SEC 7	2	283,770	3153	
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	96	10/21/2021	8	BLUE FISH		· 10		TRANSPORT OF SEC.	2 :	308		== 동
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1484	10/21/2021	3907	BLACK MESA		, <u>C</u>	• •	DEC CANYON DANCH SECT	9 !			<u>.</u>
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	46	10/21/2021	3817	BLACK MESA		Ę		BED CANYON DANCH SEC 1	2 2	8 i		-
PAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC.	\$	10/26/2021	116	OSPREY			·	HACE IN CHEE SOUTH AND 45	₹ 2	275,780		X :
1 FAMILY, NEW CONSTRUCTION	HOWE CREATIONS, INC.	488	10/26/2021	1120	OSPREY	8	۰,		EACH TO LES COLT AND 47	2 2	000'691		2
FAMILY, NEW CONSTRUCTION	DEAL HOMES OF NORMAN	469	10/25/2021	3821	BLACK MESA		7	- 67	RED CANYON RANCH SEC 7	2 5	ž S		9 :
A FAMILY, NEW CONSTRUCTION	DEAL HOMES OF NORMAN	6	10/25/2021	3813	BLACK MESA		9		RED CANYON RANCH SEC 7	2 6	727		3 5
11 CAMILT, MENY CONSTRUCTION	HOME CREATIONS, INC.	4758	10/29/2021	1124	CSPREY		•	-	EASILE CUFF SOUTH ADD #7	<u> </u>	248.	2020	
I FAMILY MEW CONSTRUCTION	CARACTE CACA HONS, INC.	4759	10/29/2021	128	CSPREY	Š	un	-	EAGLE CLIFF SOUTH ADD #7	ē	5	•	 3 z
3+ FAMILY FIRE BEDAID	ESPANCE NAME OF THE PARTY OF TH	3	10711/2021	1361	GRAY FOX	ž	8	N	FROST CREEK ADD.	5	507		
3+ FAMILY NEW CONSTRUCTION	CONTRACTOR OF THE PARTY OF THE	3	10/14/2027	3370	ROBINSON	18	1	-	HABITAT	RMB	\$ 5.500	_	
TEMPORARY ROLL-OFF, OTHER	ALAMENA SOLIABE BLAZA 11.C	2000	10/14/2021		EU-AUS.	13	×	-	LARSH ADD #1	83	\$ 755.	350	٩
TEMPORARY ROLL-OFF, OTHER	WOODS KENNETH BAY WEI STON	77.77	10055021			in l	· ;	-	A REPLAT OF L1, B1, CINEMA EAST	ខ	\$	4	
TEMPORARY ROLL-OFF, OTHER	NORMAN CHRYSLER JEEP OF NORMAN	Ę	1004004		THE PERSON NAMED IN	ō 8	ਲ ⁽	₹.	NOT SUBDIVIDED	ខ	•	•	_
TEMPORARY ROLL-OFF, RESIDENTIAL	VILLYARD CHARLES R	457	1005201	3 6	THE PROPERTY OF THE PARTY OF TH		·	N (PARK CENTRAL ADD	8	•	•	
TEMPORARY ROLL-OFF, RESIDENTIAL	GODINEZ, FELIPE	1	10/5/2021	3 6	MANAGET CALLED		4 8	~ •	BLUE CREEK ADD	쀭	(6)	۵	_
TEMPORARY ROLL-OFF, RESIDENTIAL	TYLER, AMY J.	4465	1000001	ξ	A A A A A A A A A A A A A A A A A A A	۰	₹ \$		STATE UNIVERSITY ADD	æ	44	•	_
TEMPORARY ROLL-OFF, RESIDENTIAL	USA	47.8	10/7/2021	13101	A ALTERNA		2 ?	• ;	FLAMING CAKS ESTATES	H	œ.		_
TEMPORARY ROLL-OFF, RESIDENTIAL	MASUD, NEELAM MISAL	853	10/12/2021	2	HE ACON	\$ 0	\$ 0	≧ •	NOT SUBDIMIDED	2	ės,	~	_
TEMPORARY ROLL-OFF, RESIDENTIAL	HORTON, MIKE & CARI	4622	10/15/2021	2	-	1	• •	* *	CANEVIEW LERRACE	₹ :			
TEMPORARY ROLL-OFF, RESIDENTIAL	VANWINKLE, NAOMI K	4857	10/19/2021	709		t	, 6	- 3	MODIVE OFFICE TOTAL	<u>-</u> {	•		
TEMPORARY ROLL-OFF, RESIDENTIAL	CCR LINN, LLC.	127	10/22/2021	501	SANTA FF			* •	NORMAN, ORIGINAL TOWNSHIP	22	<u>ن</u> من	.	
TEMPORARY ROLL-OFF, RESIDENTIAL	LOGAN, SHERRI D.	4742	10/25/2021	1245		2 2	<u>></u> ••	n 10	COUNTRY CITIE BET WALLA	E 6	ω.		
								,	CONTRACTOR EST WILLY	K	2	0	Ī
TOTAL DEBUTS													Γ
(EXCLUDING TEMP ROLL-OFF)		TOT	TOTAL VALUATION	* **	20:107,118	,656 115			AVERAGE PROJECT AREA	1,679			
139									Sam language	292,400			
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Permit Type	Permit Counts	Unit Count	Valuation		Parest Type	Paratt Counts
L2 FAMEY, STORM SHELTER	21		\$ 68,992	155	RESIDENTIAL STORAGE CONTAMER	9
12 FAMILY, ADD OR ALT	45		\$ 559.171		TEMPORARY ROLL OFF RESIDENTIAN	
L2 FAMEY, CARPORT	0		•		TEMPERARY ROLL, OFF, OTHER	n «
1.2 FAMILY, FIRE REPAR	*		\$ 314.309	- 05	SFASONAL STORAGE CONTANED	, ,
L2 FAMILY, PAVING	· Ga		361000			•
1.2 FAMILY, STORAGE BLDG	15		\$ 511.128		DESCRIPTION.	WET & Day
1, 2 FAMEY, SWIMMING POOL	5		\$ 877.492		8813 F ROCK CREEK RD.	
SAMEY, MANUFACTURED HOME REPLACEMENT	8		\$ 254.068	_ 1	4331 ALAMEDA ST.	7 7
FAMILY, MANUFACTURED HOME NEW	•		•			;
SAME, Y NEW CONSTRUCTION	8		\$ 16.205 456			
FAMILY, MEW CONSTRUCTION			*			
SAMILY, NEW CONSTRUCTION	-		0000057			
FAMILY, PIRE REPAIR	,- -		2500			
FAMILY, FOUNDATION	•		· •			
FAMILY, ADDIALT	0					
ROUP QUARTERS				••••		
ROLLP QUARTERS	•					
ROUP CAVARTERS	Q		48			
TOTAL	138		\$ 20,107,116		TOTAL DEMONET DWELLING UNITS	7

City of Morman BUILDING PERMITS AND INSPECTIONS

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

ر بربر												
Permit Type	Conference	Tenent Name	Permit 4	Parana	Street Of	Street Name		A Brock	Subdivision	Zoning	Vedumetion	Project Arms
MMERCIAL, ADDIALT	CROSSLAND CONSTRUCTION CD,INC.	CITY HALL INTERIOR OFFICE REMODEL	9814		ZOT W GRAY	GRAY	15	3	NORMAN, ORIGINAL TOWNSHIP	2	904,000	3865
MMERCIAL, ADDIALT	PLANET CONSTRUCTION J2811, LLC.	PLANET PITNESS REMODEL	8927		1000	ALAMEDA	ST	-	CINEMA EAST ADD		150,000	16970
MMERCIAL INTERIOR FINISH	BRETON AVENIR	NOTHING BUNDT CAKES	772	1022/2021	27873	24TH	AVE	-	CNIVERSITY NORTH PARK SEC 18	\$ COLO	195,000	1750
MMERCIAL, INTERHOR FINER	MC COMMERCIAL SERVICES LLC	THE JOHN CHIROPRACTIC	3759	_	1812	24TH	AME	-	UNIVERSITY NORTH PARK 4 REPLAT	500	49,000	1200
MAERCIAL NEW CONSTRUCTION	ZCONSTRUCTORB	CALBER COLLISION	1855	10/21/2021	3201 W	ROCK CREEK		8	LEGACY BUSINESS PARK SEC, #1	8	2.500.000	16345
MIMERCIAL, NEW CONSTRUCTION	JE DUNN CONSTRUCTION CO	NRH HOSPITAL ADDITION	3631	10/28/2021	3300	HEALTHPLEX		29A 2	NRH MEDICAL PARK WEST #2	5	125,000,000	246000
MINERCIAL, NEW CONSTRUCTION	JE DUNN CONSTRUCTION CO	NRH AMBULATORY CARE CENTER	3632	10/28/2021	3300	HEALTHPLEX		29A 2	NRH MEDICAL PARK WEST #2	8	58,000,000	143000
APORARY BLOSICOMST TRAILER	OWNER	TEMPORARY BARN	4738	10/29/2021	ogs S	CHAUTAUGUA	ANE	34	PARSONS ADDITION	22	8	8
APORARY BLOGICONST TRAILER	AFFORDABLE GLASS PHX	AAA AUTO HAIL REPAIR TENT	4510	10/18/2021	0 F34	PORTER	AVE	23	NORMAN, ORIGINAL TOWNSHIP	S	1,100	000
APORARY BLDG/CONST TRAILER	OWNER	ABSENTEE SHAWNEE TEMP TRAILER	4768	10/29/2021	15951	LTTLE AXE	酱	-	ABSENTEE SHAWNEE HEALTH CENTER	Puo S	2,800	363
APORARY BLOGICONST TRAILER	MELENDEZ, SALVADOR	DENT STOP AUTO HAIL TENT	4769	10/20/2021	Z007 W	LINDSEY	žš	34	NOT SUBDIVIDED	8	750	400
TOTAL PERMITS	EF #			AVERAGE VALUATI TOTAL VALUATION	AVERAGE VALUATION TOTAL VALUATION	\$16,954,832	8.0		AVERAGE PROJECT AREA TOTAL PROJECT AREA	e #	39,207	
Permit Type	Permit Counts	Valuation	_		Mens C	onstruction Busines	. Information	(New Cor	New Construction Business Information (New Construction and New Shall Building)			
MAMERCIAL ADDIVALT	2	-	754.000		Sunding Size (SF	22 (SF)	Usarcha	UserClassification	Susiness			
MAMERCIAL, FOUNDATION PERMIT	•	•			16,345	40	ingw i	NOUSTRIAL	CALIBER COLLISION			
AMMERCIAL, FIRE REPAIR	0	•			246,000	8	THE	INSTITUTIONAL	NORMAN REGIONAL HOSPITAL ADDITION		`	
AMMERCIAL, INTERIOR FINISH	~	•	244,000		143,000	8	INSTER	INSTITUTIONAL	NORMAN REGIONAL HOSPITALAMBULATORY CARE	W,		
MAMERCIAL, NEW CONSTRUCTION	**	185	185,500,000									
MANAGRICIAL, NEW SHELL BLDG	ø											
MIMERCIAL, PARKING LOT	•	•	•									
MPORARY BLDG/CONST TRAILER	•	w	5,150									_
								1				
TOTAL	1	186	186,503,150									



POLICE

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Administrative Summary

October 2021 Summary





		<u>Current</u>				Year-To-Date		
Part I Crimes	2021	MONTH 5YR AVG	2020	2019	2021	YTD 5YR AVG	2020	2019
Murder	0	0	2	0	0	4	4	2
Rape	9	6	5	5	56	51	32	59
Robbery	5	5	3	6	28	45	45	41
Agg. Assault	28	16	23	14	210	<i>157</i>	202	154
Burglary	37	<i>53</i>	32	32	398	542	446	428
Larceny	239	258	275	237	2,446	2,408	2,201	2,172
Motor Vehicle Theft	45	30	45	29	448	290	362	301
Arson	0	1	0	0	5	5	7	8
Part I Totals:	363		385	323	3,591		3,299	3,165
Part II Crimes								
DUI/APC	29	33	36	39	239	366	319	453
Drunkenness	41	<i>55</i>	30	47	358	536	349	497
DrugViolations	28	<i>82</i>	31	54	304	868	444	850
Forgery	7	18	6	16	110	187	110	149
Vandalism	75	81	74	84	895	791	743	785
Others	428	NA	361	370	3,838	NA	4,153	3,843
Part II Totals:	608		538	610	5,744		6,118	6,577
Total Reported Crime:	971		923	933	9,335		9,417	9,742
Other Reported Activity								
Public Peace Reports	244	195	194	189	1,961	1,873	1,932	1,965
Warrants Served	75	121	84	111	812	1,266	937	1,489
Other Reports Totals:	319		278	300	2,773	1,200	2,869	3,454
Total Case Reports:	1,290		1,201	1,233	12,108		12,286	13,196
Collisions	2021	MONTH 5YR AVG	2020	2019	2021	YTD 5YR AVG	2020	2019
Fatality	0	1	5	0	1	6	8	4
Injury	60	69	65	84	525	578	477	551
Non-Injury	118	146	113	148	1,068	1,364	1,038	1,241
Total Collisions:	178		183	232	1,594	1,50	1,523	1,796
Call for Service								
CAD Activity (All Other CFS)	3,800	NA NA	3,689	3,298	34,693	NA	30,273	32.032
Calls for Service (Only Police)	6,737	NA	6,726	7,441	64,442	NA	70,311	85,932
Total CFS:	10,537		10,415	10,739	99,135		100,584	95,563
Police Only CFS	2021	MONTH 5YR AVG	2020	2019	2021	YTD 5YR AVG	2020	2019
CFS - Citizen Initiated	5,584	5,227	4,972	5,043	49,208	50,610	47,363	49,947
CFS - Officer Initiated	1,153	2,777	1,754	2,398	15,234	30,240	22,948	35,985
Total Police Only CFS:	6,737	-/. / .	6,726	7,441	64,442	20,210	70,311	85,932
Citations & Warnings:								
Citations	224	NA	689	1,034	5,326	NA	8,745	13,761
								20,988
Warnings	344	NA	1.177	1,303	7.881	NA	13,608	20.988

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

ANIMAL CONTROL 11A

Monthly Service By Assignment January 2021 to October 2021 Norman Animal Welfare Volunteers (ALL)

Place	Assignment	Jan 2021 Hours	Feb 2021 Hours	Mar 2021 Hours	Apr 2021 Hours	May 2021 Hours	Jun 2021 Hours	Jul 2021 Hours	Aug 2021 Hours	Sep 2021 Hours	Oct 2021 Hours	
Norman Animal Welfare Center	Community Services-NAWC	264:00	159:05	112:00	118:25	230:30	218:00	141:45	415:45	199:00	219:50	
	NAWC-Bather / Groomer	00:0	00:0	00:0	00:0	00:00	0:00	0:00	5:46	2:00	1:40	-
	NAWC-Beautification Volunteer	00:0	00:00	00:00	00:0	00:00	0:00	00:00	0:00	00:0	0:00	
	NAWC-Cat Socializer	27:30	23:57	41:50	17:50	27:19	41:19	38:27	22:47	28:22	30:01	
	NAWC-Community Outreach Volunteer	00:0	00:00	00:00	00:00	1:33	00:0	00:00	0:00	00:00	0:00	
	NAWC-Dog Handler	18:54	29:49	54:28	45:36	51:29	47:45	75:32	52:38	42:02	66:23	
	NAWC-Foster Program	00:0	1:00	2:00	53:00	48:22	62:00	92:00	72:00	58:00	53:00	
	NAWC-Kennel Assistant	00:0	00:00	4:35	00:0	0:00	101:43	00:00	0:00	00:00	0:00	
	NAWC-Laundry	2:11	3:30	1:06	2:46	4:43	9:13	5:18	6:04	8:02	11:01	
	NAWC-Lobby Greeter	00:00	00:00	00:00	00:00	0:00	0:00	00:00	0:00	00:0	0:00	
	NAWC-Orientation	00:0	14:00	00:6	14:00	2:00	2:00	9:00	2:00	12:00	3:00	
	NAWC-Photographer	00:0	00:0	00:0	00:0	0:00	00:00	0:00	00:00	00:00	0:00	
	Other Volunteer Services	00:00	00:00	00:0	00:0	00:00	00:00	0:00	0:00	00:0	0:00	
	Veterinarian Assistant Tech	00:0	00:0	0:0	00:0	00:0	0:00	00:00	0:00	0:00	0:00	
Total		312:35	231:21	224:59	251:37	368:56	487:00	324:02	577:00	349:26	384:55	-
Grand total		312:35	231:21	224:59	251:37	368:56	487:00	324:02	577:00	349:26	384:55	
					and the second s							
			-		•					,		

Page 1

Item 8.

3,511:51	
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00:0	
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72:00	
00:0	
53:54	
106:18	
406:22	
484:36	
1:33	
299:22	
2,078:20	
Hours	
Total	

Norman Animal Welfare Monthly Statistical Report October 2021



IN SHELTER ANIMAL COUNTS

		2020			2021		Compa	ırisons
_	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	27	90	11 7 cm	71	98	169	52	44%
Ending	46	34	80	66	75	141	61	76%

ANIMAL INTAKES

		2020			2021		Compa	risons
_	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	80	51	131	117	76	193	62	47%
Owner Relinquish	20	24	A A	15	3	18	(26)	-59%
Owner Intended Euth	3	2	5	0	0	0.000	(5)	-100%
Transfer In	0	16	16	0	1	ALEGAN DE LA COLOR	(15)	-94%
Other Intakes*	22	1	23	2	1	3*	(20)	-87%
Returned Animal	6	8	14	7	6	-13	(1)	-7%
TOTAL LIVE INTAKES	131	102	233	141	87	228	(5)	-2%

OTHER STATISTICS

					Compa	ırisons
	2020	Total	2021	Total	Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	
Dog Collected (DOA)	0	0	1	AND COMMENT OF STREET	1	
Cat Collected (DOA)	2	Control of the Contro	0	Section Desired	(2)	-100%
Wildlife Transferred	1	A CONTRACTOR OF THE STATE OF TH	0	encontrol of Oracles	(1)	-100%
Intake Horses	0	0	0	0.000	0	
Intake Cows	0	0	0	marrie O	0	
Intake Goats	0	0	0	0	0	
Intake Sheep	0	0	0	0	0	
Intake Rabbits	1	Significant State of the Control of	0	0	(1)	-100%
Intake Pigs	0	and the second s	0	Management of the property of	0	
Intake Other	0	Or opening	2	Charles 2	2	
TOTAL OTHER ITEMS	The second second	No. Art Photos	3	3	(1)	-25%

LENGTH OF STAY (DAYS)

·	2020	2021
Dog	8.7	11
Dog Puppy Cat	4.9	14.3
Cat	12.9	16.4
Kitten	5.2	12.7
	· ·	

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total	
Animals	94	138	0	232	•

Norman Animal Welfare Monthly Statistical Report October 2021



LIVE ANIMAL OUTCOMES

	Canine	2020 Feline	Total
Adoption	46	88	134
Return To Owner	33	1	34
Transferred Out	28	12	40
Returned to Field	0	2	- 40 mag
Other Outcome	0	0	a projekt i Philosophista savoji i sa "Projekti objekti objekti i sa miloti i projekti objekti i savoji objekti ad i stransa postavana istori.
TOTAL LIVE OUTCOMES	107	103	210

	2021	
Canine	Feline	Total
56	96	152
75	3	78
13	0	13
0	0	0
0	0	0
144	99	243

Comp	arisons
Difference	Percent
18	13%
44	129%
(27)	-68%
(2)	-100%
0	
33	16%

OTHER ANIMAL OUTCOMES

		2020	
	Canine	Feline	Total
Died in Care	0	7	The second secon
Lost in Care	0	0	THE PROPERTY OF
Shelter Euth	3	3	e Green and a second
Owner Intended Euth	2	2	486.00
TOTAL OTHER OUTCOMES	- 31 5 mm	12	17

2021		
Canine	Feline	Total
0	4	4.000
0	0	0
3	7	10
0	0	The Section of the se
3	11	**************************************

Comparisons		
Difference	Percent	
(3)	-43%	
0		
4	67%	
(4)	-100%	
(3)	~18%	

TOTAL OUTCOMES

		2020	
	Canine	Feline	Total
Total Live Outcomes	107	103	210
Total Other Outcomes	5	12	17
TOTAL OUTCOMES	112	115	227

2021		
Canine	Feline	Total
144	99	243
3	11	4
147	110	2 57

Comparisons	
Percent	
16%	
-18%	
13%	

SHELTER EUTHANASIA DATA

	Canine	Feline	Other
Medical - Sick	0	7	1
Medical - Injured	2	0	0
Behavior - Aggressive	1	0	0
Behavior - Other	0	0	0
TOTAL EUTHANASIA	3	7	To provide the control of the contro

Total	Percentage
Land and additional to the property of the pro	73%
CONTRACTOR OF A STATE	18%
The companion of the control of the	9%
CONTRACTOR OF THE CONTRACTOR O	0%
The first of the second points and the second points are second points are second points.	

MONTHLY LIVE RELEASE RATE

2020	2021
the second section 94.2% the second section of the section of the second section of the section of the second section of the section of th	94.6%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS

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

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed three (3) Final Plats to the Development Committee; three (3) Rural Certificates of Survey, three (3) preliminary plats and two (2) Short Form Plats for Planning Commission and one (1) Closure to City Council. The Development Engineer reviewed 19 sets of construction plans and 6 punch lists. There were 149 permits reviewed and/or issued. Fees were collected in the amount of \$1,211.72.

CAPITAL PROJECTS:

Robinson Street West of I-35 Widening Project:

The Oklahoma Department of Transportation (ODOT) conducted a bid opening on November 19, 2020, for the Robinson Street West of I-35 Project, located from I-35 to west of Rambling Oaks Drive/Cross Roads Boulevard intersection. The low bidder was Redlands Contracting, L.L.C. of Warr Acres, Oklahoma in the amount of \$5,025,867.62. ODOT awarded this project at the December 7, 2020, Transportation Commission Meeting. Redlands started construction on Monday, April 5, 2021. This project has a 270-calendar day construction schedule. Taking into account weather days, staff estimates a February 2022 completion. ODOT is administering the construction of this project because federal transportation funds are being used.

The project involves the following items:

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

The contractor's activities this month were as follows:

- Substantially completed Phase 2 and opened this segment of roadway to right in/right out traffic, which is the north leg of Interstate Drive at Robinson Street.
- Phase 2 items completed this month include sidewalk installations, concrete pavement, stamped and colored medians/islands, and permanent pavement markings. Traffic signal deliveries for this intersection are delayed, but anticipated to be on site around the middle of November.
- Skipped Phase 3 construction (Crossroad Boulevard intersection) and moved onto Phase 4
 (eastbound right turn lane on Robinson Street between Brookhaven Creek and Rambling Oaks
 Drive) to minimize impacts to the traveling public while waiting on traffic signals at Interstate Drive.
- Phase 4 activity in October includes pavement removal and inlet installations.

Sidewalk Programs:

FYE 2022 Sidewalk Horizontal Saw Cutting Program. Bids were received on June 3, 2021. City Council awarded the contract to ASTI Inc. in the amount of \$34,470.00 on July 13, 2021. The project was completed on October 30, 2021. The contractor performed 1,050 inch-feet of cuts along Morren Drive, from 12th Avenue NE to Cindy Avenue, and 12th Avenue NE from Alameda toward East Rock Creek Road. They also completed cuts on Mount Vernon Drive, Beacon Avenue, and Crest Place. Eight locations were identified for trip hazards in excess of 2"and will be programmed for panel replacement.

FYE 2022 Annual Sidewalk Program. Bids were received on June 3, 2021. City Council awarded the contract to Nash Construction Co. in the amount of \$313,109.00, on July 13, 2021. Construction began August 10, 2021. The Schools and Arterials project at Stubbeman Avenue from Robinson Street to Timberwolf Trail (west-side) is complete. The Sidewalks & Trails Project, Hal Muldrow Drive, from Melrose Drive to West Main Street is complete. The Sidewalk Accessibility project consisting of eight ramps in the Northcliff Avenue and Cherry Creek Drive areas are complete. The Downtown Sidewalk and Curbs program began November 3, 2021 and consists of new sidewalk construction and repairs along Webster Avenue, from Gray Street to Daws Avenue. Construction will be complete November 19, 2021, weather permitting. Citywide Sidewalk Reconstruction Program projects, which includes the "50/50 Program," will resume upon completion of the Downtown Sidewalk and Curbs project.

	Citywide Sidewalk Reconstruction								
FYE 22 Projects Completed	Projects Citizen Open Projects City Responsibility/Resident								
27	\$14,481.05	24	\$60,676.38	8					

FYE 2021 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was approved by City Council on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The 24th Avenue project area is large and is broken down into four phases. This construction addresses Phase I and includes significant repairs along a 1.1-mile sidewalk corridor on 24th Avenue NW, from Main Street to Robinson Street (east side) and comprises 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project began November 8, 2021 and is expected to take 5-6 weeks to complete. A change order to progress into Phase II of the project is in coordination at this time. If approved, the project will continue along the same stretch, but on the west side of 24th Avenue and will extend construction an additional 4-5 weeks. Phase III and IV, which continues along the east and west sides of 24th Avenue SW, from Main Street to Lindsey Street will be programmed for future years and is estimated at \$600,000.00.

STREET MAINTENANCE BOND PROJECTS:

2022 Asphalt Pavement

During the month of October, Silver Star Construction completed the remaining work associated with the FYE 2022 Asphalt Pavement project.

2022 Urban Concrete

Bid 1: During the month of October, EMC completed work on Van Buren Street between 24th Avenue Southwest and Fillmore Avenue and Valley Hollow between Wood Valley Road and Wood Valley Road and began work on Walnut Road between Imhoff Road and the South Cul-de-Sac. EMC has currently completed 63% of the work associated with their contract.

Bid 2: During the month of October, A-Tech Paving completed work on Rosedale Drive between Boyd Street and Camden Way. A-Tech Paving has currently completed 41% of the work associated with their contract.

Imhoff Bridge Emergency Repairs Project

On Thursday, July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure.

On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line.

On August 14, 2021, City Council declared the situation at the bridge to be an emergency.

During the month of October, Haskell Lemon Construction Co. completed the demolition of the Southwest and Southeast wing walls, installed temporary earth retainage, and excavated for the new downstream concrete apron. The bride repairs are expected to be complete by March 2022.

PUBLIC TRANSIT

Public Transit Response to COVID-19 (coronavirus)

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

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

National Transit Database (NTD) FY 2021 Report

Staff finalized and submitted the FY 2021 report to the National Transit Database (NTD). This report is meant to compile data annually on finances, ridership, safety, and the fleet. All transit agencies in the United States submit data to the NTD. Staff will continue to work with the NTD to make any revisions that are necessary to the report.

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

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

Construction of the Transit Operations and Maintenance Facility

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

The project involves the following items:

- Construction of New Transit/Fire Maintenance Building and Parks Maintenance Building
- Utility Extension to serve the new complex
- New storm water structures meeting current City of Norman codes and ordinances
- Construction of paved parking and storage areas to serve the Operations and Maint. Facilities
- Revisions to secured access to the North Base Facility.

The contractor's activities this month were as follows:

- Exterior doors installed
- Site parking lot and entrance paving approximately 90% complete
- Continued excavation of detention pond
- Completed installation of sheet rock in both buildings
- Mechanical, electrical, and plumbing installation continues for both buildings
- Began installing security and data system wiring
- Roof top HVAC units installed
- Began construction of Flood Avenue entrance and gate (delayed due to unforeseen gas line conflict)
- Main power electrical inspection complete (OG&E to provide power early November)
- Painting of interior walls continues in both buildings
- Various shop equipment installed in Transit building
- Tile in bathrooms installed
- Sheetrock complete in both buildings
- Ceiling installation begun in both buildings

Transit Monthly Performance Report

Attached is the transit performance report for September 2021.

STREETS DIVISION

CAPITAL & BOND PROJECTS:

LINDSEY STREET: SIENA SPRINGS TO 48TH AVENUE SE

Streets crews worked an overlay at Lindsey Street: Siena Springs to 48th Avenue SE and required 2034.90 tons of asphalt for the repair.

72ND AVENUE NE: ALAMEDA STREET TO LINDSEY STREET

Streets crews worked an overlay at 72nd Avenue NE: Alameda Street to Lindsey Street and required 1010.45 tons of asphalt for the repair.

BROOKHAVEN #33: FOXBOROUGH COURT-MANOR HILL

Streets crews replaced damaged concrete panels on Brookhaven #33: Foxborough Court-Manor Hill. This repair required 101 cubic yards of concrete and resulted in over 355 square yards repaired.

ASPHALT OPERATIONS:

2501 GLENN OAKS DRIVE - DEEP PATCH

Streets crews worked deep patch at 2501 Glenn Oaks and required 113.24 tons of asphalt for the repair.

ANIOL AVENUE AND COMANCHE STREET PAVE TO DEAD END-DEEP PATCH

Streets crews worked deep patch at Aniol Avenue and Comanche Street and required 92.75 tons of asphalt for the repair.

1417 CASTLEBERRY AVENUE - DEEP PATCH

Streets crews worked deep patch at 1417 Castleberry Avenue and required 39.14 tons of asphalt for the repair.

2430 BONNYBROOK STREET - DEEP PATCH

Streets crews worked deep patch at 2430 Bonnybrook Street and required 65.82 tons of asphalt for the repair.

ALLEYWAY BETWEEN LAHOMA AVENUE AND CHAUTAUQUA AVENUE-ALLEY REPAIR

Streets crews worked alley repair at alleyway between Lahoma Avenue and Chautauqua Avenue and required 10.02 tons of asphalt for the repair.

409 EGRET LANE - DEEP PATCH

Streets crews worked deep patch at 409 Egret Lane and required 43.76 tons of asphalt for the repair.

CONCRETE OPERATIONS:

2501 GLENN OAKS DRIVE - CURB AND GUTTER REPAIR

Streets crews replaced curb and gutter on 2501 Glenn Oaks Drive. This repair required 3.50 cubic yards of concrete and resulted in over 40 square yards repaired.

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During October, 2021, 261 miles of rural rights-of way and 1,712,560 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 6.20 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 24 work order requests and closed 29 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew replaced 20 feet of leaking pipe at 304 W Hughbert. The crew sealed leaking curb hoods on Highland Terrace. The Infrastructure Maintenance crew replaced a broken stormwater grate on Interstate Dive. The Infrastructure Maintenance Crew Completed a box replacement at 309 Kingsberry and started a box replacement at 4116 Beechwood. The crew also called in replaced a

Monthly Progress Report

Public Works (October 2021)

broken manhole ring at 731 Siena Springs. The Infrastructure Maintenance crew checked 1,396 inlets and cleaned 470 inlets totaling 3 tons of debris removed.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed drifts and cleared debris from several locations along Brookhaven Creek and Hollywood Chanel, which resulted in 7 tons of debris. The Channel Maintenance Crew laid more than 3,000 sq.ft. of sod at 932 Buckhorn. The Channel Maintenance crew also cleaned Telstar Channel extensively resulting in over 62 tons of debris removed. The Channel Maintenance crew cleaned flumes at Sundance Court, Imhoff at Dawes, and Imhoff at Biel, where they also repaired the AWA wall, totaling 2 tons of debris removed. The crew checked 2,413 inlets and cleaned 1,325 inlets totaling 18 tons of debris removed.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 460 lane miles were swept in October resulting in the removal of approximately 111.62 tons of debris from various curb lined streets throughout the city. The crew also checked 2,890 linear feet of pipe with camera truck at Hughbert Street, Findley, and Telstar Circle. The crew checked 921 inlets and cleaned 451 inlets totaling 9.5 tons of debris removed.

STORMWATER OKIE LOCATES

During the month of October, 2758 Call 811 Okie Spots were received. Of those requests, 86 were stormwater pipe locates, 39 were marked, and 375 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 107 inspections of 105 active sites.

Issued 0 citations and 0 NOV to active sites.

Issued 5 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 10 citizen calls.

Conducted 0 outfall inspections.

Conducted 0 detention/retention pond inspections.

On October 2, 2021 Stormwater attended the 16th Annual Touch-A-Truck community event. A street sweeper operator, Kris Wilson, attended and engaged with over 50 community members.

On October 31, 2021 Stormwater hosted the 6th Annual Lake Thunderbird Workshop and Clean-up Event. With over 30 participants 918lbs of trash and debris was removed from the Lake Thunderbird watershed.

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

<u>Purchases:</u> 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.

<u>Price Per Gallon</u>: 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.

<u>Preventative Maintenance Services:</u> 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

<u>Direct Labor Hours:</u> 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.

<u>Productivity Goal:</u> 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.

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

October 2021 <u>DEVELOPMENT COORDINATION, ENGINEERING</u> <u>AND PERMIT REVIEW</u>

Subdivision Development: FYE 2022 Associated Fees FY Total Planning Commission/Dev Comm Review: This Month Last Month *Norman Rural Cert of Survey... 3 *Final Plats..... 1 *Preliminary Plats..... 1 *Short Form Plat..... 2 *Center City Form Based Code.. 0 *Concurrent Constr. Request..... 0 City Council Review: 2 Certificate of Survey..... Preliminary Plat..... 3 Final Plats 3 Certificate of Plat Correction..... 1 Encroachment..... 0 Easements..... 0 0 Closure..... Release of Deferral.... \$ 8,580.00 **Development Committee:** Final Plats.... 1 Fee-In-Lieu of Detention..... \$0.00 Subtotal: \$8,580.00 \$0.00 \$22,710.00 Permits Reviewed/Issued: (includes Offsite Construction fees) **Single Family...... 50 Multi-Family...... 0 House Moving...... 2 Paving Only...... 11 Storage Building...... 12 Swimming Pool..... 10 Public Improvements...... 1 Temporary Encroachments...... 0 Fire Line Pits/Misc...... 0 Flood Plain (@\$100.00 each)...... 5 \$500.00 \$200.00 \$900.00 Total Permits..... \$2,629.30 \$1,211.72 \$11,559.22 \$35,169.22 Grand Total..... \$11,709.30 \$1,411.72 19 ****Construction Plan Review Occurrences 24 89 *****Punch Lists Prepared..... 4 20 6

* 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 #	ŧ 11
**** All Construction Plans were reviewed within ten days	.PI #	12
*****All Punch Lists prepared within one day of Final Inspection	.PI #	8

October 2021

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	4	100%
PI #10 SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	50	100%
PI #11 COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	9	100%
PI #12 CONSTRUCTION PLAN REVIEW W/I 10 DAYS	24	100%
PI #13 FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	4	100%

MBARK NORMAN

PERFORMANCE REPORT

Summary of Services Table: September 2021



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

EMBARK Norman	ADP	FY22	FY21	Service Profile	Sep	Sep	Aug
Service Summary	Sep FY22	YTD	YTD	Service Profile	FY22	FY21	FY22
Fixed Routes (M-F)	975	56,158	46,434	Weekdays	21	24	22
Fixed Routes (Sat)	278	4,735	1,938	Saturdays	4	3	· 4
PLUS (M-F)	79	4,801	3,943	Gamedays	0	0	0
-Zone 1*	62	3,821	3,150	Holidays	0	0	0****
-Zone 2**	16	980	793	Weather	О	0	0
PLUS (Sat)***	10	186	99	Fiscal YTD Days	77	72	52
				Cal. YTD Days	230	200	205

^{*} Requires ¾ mile

Strategic Performance Measures

MEASURE	FY 22	FY 22	
PIEASORE	YTD	Targets	
# of Norman fixed-route passenger trips provided	60,893	265,054	•
# of Norman paratransit trips provided	4,703	19,000	â.
% of on-time Norman paratransit pick-ups	97.94%	95.00%	
# of Norman bus passengers per service hour, cumulative	12.68	13.14	Å.
# of Norman bus passengers per day, average	792	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.00%	N/A*	N/A*

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

^{**}Operates only on Weekdays until 7:00 pm

^{***}Operates only in Zone 1

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

STREET DIVISION							
	FYE 2022 October 2021	FYE 2022 October 2021	Year to Date	Year to Date	FYE 2022		
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED		
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%		
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%		
(tons of material used)	6.20		39.24				
Overlay/pave 10 miles per year.	1.25	13%	9.25	93%	100%		
Replace 2,000 square yards of concrete pavement panels	104.50	5%	1,202.00	60%	100%		
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	21.00	5%	61.00	15%	100%		
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	1,712,560.00	14%	10,310,473.50	81%	100%		
Mow 148 miles of Rural Right-of- way three times per year	261.00	59%	906.00	204%	100%		
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%		
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%		
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%		
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%		0%	0%		
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%		
Bond Program - Complete all selected projects for the bond year within the same fiscal year		0%	-	0%	0%		

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

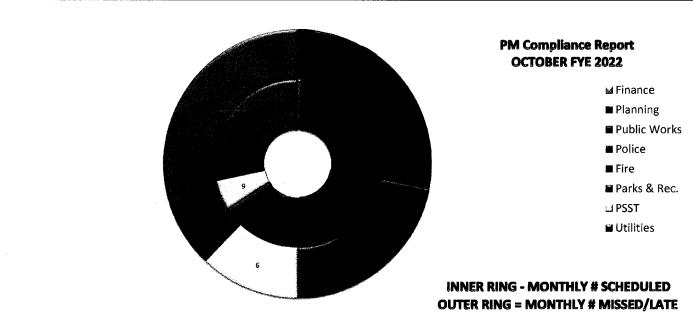
	STORMWA	TER DIVISION			
	FYE 2022 October, 2021	FYE 2022 October, 2021	Year to Date	Year to Date	FYE 2020
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	460.00	92%	2,012.00	34%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	2,523.00	25%	4,118.00	41%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	-	0%	3,913,006.00	29%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Permit all earth disturbing operations over 1 acre in size.	5.00	95%	10.00		95%
Permit all floodplain activities as appropriate.	5.00	5%	9.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines. (1)	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	107.00	107%	452.00		100%
Respond to stormwater complaints within 24 hours of the time reported	10.00	100%	92.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	-		50%
Inspect stormwater outfalls.	_	0%	5.00		20%

PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

October FYE 2022

Currently	Past Due:

Unit#	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
FIRE	· · ·									
2001	2020 John Deere Z915E	Fire Suppression	11/1/2021	4/10/2021	-205	days	6/28/2021	Light Repair	РМ-С	4/27/2020
0019	2009 Pierce Pumper	Fire Suppression	5003.00	4733.00	-270	Hours	10/25/2021	Heavy Repair	PM-C & PM-I	2/4/2021
POLICE										
1051	2012 Honda Civic	PD Patrol	47941	47785	-156	miles	10/12/2021	Light Repair	РМ-С	4/5/2021
1167	2020 Chevy Tahoe	PD Patrol	16820	14284	-2536	miles	8/13/2021	Light Repair	РМ-С	6/30/2021
PSST									, , , ,	
1196	2015 Ford Interceptor	PSST Patrol	115938	115254	-684	Miles	10/26/2021	Light Repair	РМ-С	5/20/2021
1227	2014 Ford Interceptor	PSST Patrol	70182	69746	-436	miles	10/22/2021	Light Repair	РМ-С	5/11/2021
UTILITI	ES				0				,	
578B	2018 John Deere	WRF Water Reclamation	11/1/2021	8/24/2021	-69	Days	8/24/2021	Heavy Repair	РМ-С	9/28/2020
307H	2015 Indeco	Waterline Maintenance	11/1/2021	3/2/2021	-244	days	7/9/2021	Heavy Repair	РМ-С	3/2/2021
309A	2020 Champion Compressor	Waterline Maintenance	11/1/2021	6/25/2021	-129	days	8/2/2021	Heavy Repair	РМ-С	N/A
0336	2014 Peterbilt Dump Truck	Waterline Maintenance	3384	3301	-83	hours	8/6/2021	Heavy Repair	РМ-С	8/18/2020
SANITA	TION									
0268	2018 Peterbilt 520 Sideloader	Residential	7319	7120	-199	hours	10/20/2021	Heavy Repair	PM-C & PM-SL	6/25/2021
0261	2010 Peterbilt Sideloader	Residential	19759	19455	-304	hours	10/13/2021	Heavy Repair	РМ-С	1/20/2021
281T	2019 Holt Trailer	Commercial	11/1/2021	1/28/2021	-277	hours	3/19/2021	Heavy Repair	PM-A	1/27/2020
0260	2019 Peterbilt Rearloader	Yard Waste	5556	5231	-325	hours	7/22/2021	Light Repair	PM-C	5/19/2021
0263	2021 Peterbilt 348 Rearloader	Yard Waste	1280	1193	-87	Hours	10/29/2021	Heavy Repair	РМ-С	7/16/2021
PARK M	AINTENANCE									
5408	2001 Dodge 2500 P/U	Park Maintenance	108482	108217	-265	Miles	10/20/2021	Light Shop	РМ-С	1/2/2019
0437	2015 Pheonix 1800HD	Park Maintenance	11/1/2021	6/24/2021	-130	days	5/7/2021	Light Repair	PM-B	6/24/2020
0428	2007 Phoenix	Park Maintenance	11/1/2021	6/19/2021	-135	days	7/23/2021	Light Repair	РМ-С	6/19/2020
PUBLIC	WORKS									
892GR	2014 John Deere Grapple	Stormwater Maintenance	11/1/2021	7/23/2021	-101	days	8/17/2021	Heavy Repair	РМ-В	7/23/2020
680B	2012 John Deere Brushog	Streets	11/1/2021	6/8/2021	-146	days	8/13/2021	Heavy Repair	РМ-В	6/8/2020



Department	Scheduled	Missed/Late	% Late	
Finance	1	0	0.0%	
Planning	4	1	25.0%	
Public Works	40	3	7.5%	
Police	29	10	34.5%	
Fire	12	7	58.3%	
Parks & Rec.	16	4	25.0%	
PSST	9	6	66.7%	
Utilities	44	19	43.2%	
Citywide Total	155	50	32.3%	15

PUBLIC WORKS FLEET DIVISION ACTIVITY REPORT

October 2021

		October 2	021	
IN GALLO	NS FYE 2022	FUEL REPORT		
	UNLEADED PURCHASEI	DIESEL PURCHASED	CNG PU	RCHASED
Internal		"		
pumps	15,471.00	17,493.00	17,4	144.11
Outside				
Outside -				
sublet	979.00	2,510.00	4,9	68.34
TOTAL	16,450.00	20,003.00	22.	112.45
TOTAL	10,120100	20,000.00	22,	12.43
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED PU	BLIC CNG CONSUMED
Consumption	19,337.83	23,260.21	30,032.60	4,968.34

FYE 2022 TO DATE CONSUMPTION							
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED			
Consumption	81,789.41	90,394.50	120,699.41	16,182.38			

INTERNAL PRICE P	PER GALL	ON:			EXTERNAL PR	ICE PER	GALLON	V:	
UNLEADED	High	\$2.85	Low	\$2.43	UNLEADED	High	\$2.85	Low	\$2.43
DIESEL	High	\$2.92	Low	\$2.53	DIESEL	High	\$2.92	Low	\$2.53
CNG	High	\$0.84	Low	\$0.84	CNG	High	\$1.49	Low	\$1.49

FASTER CONSUMABLE	PARTS PURCHASED	PUBLIC CNG SALES	
REPAIR PARTS	\$71,677.21	Month Total Public CNG Sales	\$7,052
BATTERIES	\$2,434.12	FYE 2022 To Date Public Sales	\$24,648
OILS/FLUIDS	\$6,537.88	LIFE TO DATE CNG GAS GALLO	ON EQUIVALENT
TIRES	\$32,080.81	Total Sold Gallons Life To Date	980,308
SUBLET REPAIRS	\$3,244.60	Total Gross Sales Life To Date	\$1,406,253
	****	Life To Date CNG Gas Gallon Equiva	
TOTAL SPENT ALL parts/su	blet \$115,974.62	Total Public/City Through-Put CNG Galle	ons @ Statio 2,660,190

Light Shop				
ROAD SERVICE	4	4	4	38
EMERGENCY ROAD CALLS	5	9	4	41
PM SERVICES	96	117	66	605
INCLEMENT WEATHER	13	0	2	16
WORK ORDERS	300	269	269	1,646
SCHEDULED REPAIRS	118	150	154	662
NON SCHEDULED REPAIRS	77	77	74	449
Heavy Shop				
ROAD SERVICE	12	13	5	47
EMERGENCY ROAD CALLS	15	19	24	131
PM SERVICES	59	32	48	274
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	256	256	277	1,546
SCHEDULED REPAIRS	89	58	72	374

Travelt Story	CURRENTMONTH	LASTAKONIE	and Krimings April	VERN TO DATE
PEGAD STRVICE	. 1	1	8	18
ÉMERGENC Y ROADIGADES	0	0	0	1
PM SERVACES	10	8	14	61
INGLEMENT WERE FOR	2	0	0	2
WARK CREEKS	80	84	96	435
SCHEDITED BERNOS	10	9	15	50
rojevenomusiones con	69	57	76	335

163

148

883

135

NON SCHEDULED REPAIRS

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	IWO MONBIS AGO	YEAR TO DATE
ROAD SERVICE	17	18	17	91
EMERGENCY ROAD CALLS	20	28	29	162
PM SERVICES	166	159	181	931
INCLEMENT WEATHER	15	0	2	19
WORK ORDERS	653	628	655	3692
SCHEDULED REPAIRS	219	219	243	1093
NON SCHEDULED REPAIRS	285	303	302	1687

PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

October FYE 2022

2	Industry Sta	indard Comp	liance: Not To	Exceed 5%

			FYE ZUZZ	Industry	Standard Complian	ice: Not To Exceed 5%
	Number of PMs	Number of PMs Completed	Number of PMs	Number of PMs	Current %	YearToDate Non-
Department/Division	Scheduled	On Time	Completed LATE		PENDING	Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT	*************************	***************************************	van translatikatikatikatikatikatikatikatika periot kalanda da adamente diserensia			de en beste magnifica masse sidas de ser es ser es de la Andréa d'Adri de MAN de la siglicada con la servici
MUNICIPAL COURT			A TOWN WALL TO A MARK THE RESIDENCE AND A SECOND CO.		0%	0%
INFORMATION TECHNOLOGY		antana kale amajihan anjana kua Aranjan, katay kahifikan dayay	O THE PARTY OF THE			
INFORMATION TECHNOLOGY		reterator el decembro de la como esta constituir de la como esta constituir de la como esta constituir de la c			0%	0%
			enchantes ann balla e mil e emillare me como antico construence de destinación de la como la construención. En contra e en espera e entre en sucon en la construención de construención de construención de la construención			
FINANCE	nema an indicate de calación d	alank this water committee comments and the second co			00/	
METER SERVICES	To anticonstant and the second	1			0%	50%
PLANNING				management of the second of th		
PLANNING	2	2			0%	0%
BUILDING INSPECTIONS CODE COMPLIANCE	2	1	1	1	0% 50%	0% 50%
CODE COMPLIANCE	Prilitaria e de la compansa de productiva de la compansa de la com	1	enemmer en outer outer outer en		3079	3974
PUBLIC WORKS						
ENGINEERING	1	10	1	1	100%	67%
STREETS STORMWATER	19 5	18 3	. 2	1	5% 20%	25% 44%
TRAFFIC	6	6	-	1	0%	10%
STORMWATER QUALITY	andre and anthre consequence on the beginning regions and the sequence requirement and the sequence of the seq				0%	18%
FLEET	9	9		and the second s	0%	6%
TRANSIT		The same where the state of the same of the same of			0%	50%
POLICE			***************************************			
ANIMAL CONTROL	1		1	1	100%	and the same of th
POLICE ADMINISTRATION	1	1		2	0% 100%	0%
POLICE STAFF SERVICES POLICE CRIMINAL INVESTIGATIONS	2	2	1	2	100% 0%	60% 33%
POLICE PATROL	23	15	3	7	30%	property to the continue of the property of the control of the con
POLICE SPECIAL INVESTIGATIONS					0%	20%
POLICE EMERGENCY COMMUNICATIONS					0%	42%
FIRE		Miles W. Parables, Citiza and Alexandria (Miles of Anthrope States)		THE PARTY OF THE P		
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING					0%	0%
FIRE PREVENTION	1	1			0%	67%
FIRE SUPPRESSION FIRE DISASTER PREPAREDNESS	11	3	1	7	64% 0%	62% 67%
THE DESTRICTION OF THE PROPERTY OF THE PROPERT				THE CONTRACT OF THE CONTRACT O	0/0	
PARKS & RECREATION	antanan mana mananan manan br>Manan manan ma		is desir desir Contaction (desir desirente desirente desirente desirente desirente desirente de desirente de En entre en la Proposition de la proposition d			in distance for death comme for the comment of the distance of the destination of the destination of the comment of the destination of the comment of the destination
PARK MAINTENANCE	14	7	4	3	21%	31%
PARKS & RECREATION CUSTODIAL		Calenda communication and the second			0%	0% 28%
FACILITY MAINTENANCE	2	1	THE CONTRACT	1	50%	20%
PUBLIC SAFETY SALES TAX (PSST) PSST POLICE PATROL	9	3	1	6	67%	41%
PSST POLICE CRIMINAL INVESTIGATIONS	CONTRACTOR OF THE PROPERTY OF	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	***************************************		0%	0%
PSST FIRE SUPPRESION					0%	38%
endendarder and all and a security of the contract and the sequence of the contract and the						
CDBG PLANNING CDBG					0%	0%
						Parties and the second
UTILITIES WATER	arianista kalifu dika dika dika bisa kepinya majamping menjakanan kalifunia.					
UTILITIES ADMINISTRATION			enthetre diversion to the last to description or community and administration was below to		0%	0%
WATER TREATMENT PLANT WATER PLANT			****		0% 0%	0%
WATER PLANT WELLS		*******************************			0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.		-			0%	0%
WATER LINE MAINTENANCE UTILITIES INSPECTOR	4	matura katalahan dengan pag-apag-apag-apag-apag-apag-apag-apag-	2	3	75% 0%	50% 0%
J HEI HE HOLE TOK					TO COMPANY AND A STATE OF THE PARTY OF THE P	0/0
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL WRF BIOSOLIDS					0%	0% 0%
WRF OPERATIONS					0%	14%
SEWER LINE MAINTENANCE	7	7			0%	17%
TTH ITTES SANITATION				***************************************	***************************************	-
UTILITIES SANITATION SANITATION ADMINISTRATION	tarik tarih data tarih tarihin a tarihin yang ang ang ang ang ang ang ang ang ang	the of the specific programmer was to be a superior to the finance of the finance of the second			0%	0%
SANITATION RESIDENTIAL	8	3		5	63%	46%
SANITATION COMMERCIAL	8	5	2	2	25%	39%
SANITATION TRANSFER SANITATION COMPOST	9	9	5	5	0% 56%	22%
SANITATION COMPOST SANITATION RECYCLE	J	J	J	<i>)</i>	30% 0%	740/
SANITATION YARD WASTE	4			4	190%	75%
CITYWIDE TOTAL	155	101	24	50	32%	33%

PUBLIC WORKS
FLEET DIVISION
Technician Productivity
Report

FYE 2022

October 2021

	PR	ODUCTIVITY INI	PRODUCTIVITY INDIVIDUAL PRODUCTIVITY	UCTIVITY
MECHANIC	DIRECT LABOR HOURS	GOAL ACTUAL	TUAL DIF	DIFFERENCE
]	91.62	72%	67.1%	-4.9%
	154.53	72%	113.2%	41.2%
,	143.12	72%	104.8%	32.8%
l	118.96	72%	87.2%	15.2%
1	140.80	72%	103.2%	31.2%
1	112.07	72%	82.1%	10.1%
	122.87	72%	%0.06	18.0%
l	131.27	72%	96.2%	24.2%
ļ	121.40	72%	88.9%	16.9%
ı	127.28	72%	93.2%	21.2%
l	. 154.13	72%	112.9%	40.9%
l	109.95	72%	80.5%	8.5%
1	126.77	72%	92.9%	20.9%
	87.05	72%	63.8%	-8.2%
ŀ	132.88	72%	97.3%	25.3%
# 028	08.90	72%	50.5%	-21.5%
	68.75	72%	50.4%	-21.6%

2012.38	2320.50	72.0%

TOTAL AVAILABLE HOURS

DIRECT LABOR HOURS

PRODUCTIVITY GOAL ACTUAL PRODUCTIVITY

FLEET MANAGEMENT INVENTORY October 2021

FUEL

WESTWOOD GOLF WESTWOOD GOLF		_	DIESEL UNLEADED	@ @	2.320 2.390	\$ \$	1,533.52 1,698.33
NORTH BASE NORTH BASE	•	_	UNLEADED DIESEL	@ @	2.460 2.240	\$ \$	8,957.40 10,423.58
FIRE STATION #5 FIRE STATION #5	255.3 107.3	•	UNLEADED DIESEL	@ @	2.570 2.320	\$ \$	656.20 248.94
FIRE STATION #6 FIRE STATION #6	141.8 306.1	•	DIESEL UNLEADED	@ @	2.570 2.320	\$ \$	364.43 710.15
BULK TANKS	1,200.0	gallons	DIESEL	<u>@</u>	2.240	\$	2,688.00

TOTAL.	GALLONS:	DOI	LAR:
UNLEADED	4,913.2	\$	12,022.08
DIESEL	6,763.5	\$	15,258.46

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

October 2021	PROJECTED GOAL		THIS MONTH		λ	YEAR TO DATE	G)
	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%	56	56	100%	273	273	100%
Provide infornation requested by citizens within 7 days	95%	95	56	100%	273	273	100%
Complete traffic engineering studies within 45 days.	%66	4	4	100%	10	16	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	37	37	190%	210	210	*001
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		20	31	1.55	1691	536.25	0.32
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
		0.75	5	6.67	1.38	7	13.59
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%	53	53	100%
Response to reports on traffic signal malfunctions within one hour.	%66	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		28	28	100%	81	81	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	5	5	100%	19	61	100%
Lower Priority all other signs within one day	%06	28	28	100%	117	117	100%
Street Name Signs within two weeks	%06	23	23	100%	72	72	100%
Percent of work hours lost due to on the job injuries.	<01%	Total Work	Work	Percentage	Total Work	Work Hours	Percentage
		Hours	Hours Lost	Met	Hours	Lost	Met
		3360	0	0.00	13160	0	0.00

Traffic Control/Monthly Reports/FYE 03 CON Month Progress Report (July) 11/9/2021

UTILITIES

13

Monthly Report October 2021

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive 0%
- 1357 12th NE Avenue 0%
- Crest Court 0%
- Barb Court 5% Materials ordered

Barb Court: WA0358: - Staff replace 570 feet of six-inch Ductile Iron with 6" C-900 PVC on Barb Court from Morren Drive to Crestland Drive. Waiting on material delivery.

Water Line Breaks - 14 in October

Sewer Line Data

Total obstruction service requests - 19

Private Plumbing: 18

City Infrastructure: 1

Sanitary Sewer Overflows:1, one City collection main

Lift Station D Flows:

Days - 31

Average daily flow: 1.57 MGD
 Total Monthly flow: 48.67 MG

UTILITIES ENGINEERING:

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

<u>Solar Arrays at WRF and WTP</u>: Project will utilize areas in the vicinity of the Water Reclamation Facility and the Water Treatment Plant to install new solar arrays that will offset electrical use from the grid. This project moves the Utilities Department forward and closer to meeting the *Mayors Climate Protection Agreement* and the *Ready for 100* initiatives. This performance guaranty contract has requirements such that the City will be reimbursed if sufficient energy is not generated.

Design and permitting work is currently ongoing for the project. The Special Use Zoning was recommended for approval by Planning Commission. Floodplain permits were also obtained for both site locations. Council approved the zoning in November 2021. The next step is to complete the interconnection agreements with the utility companies.

WASTEWATER PROJECTS:

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

Engineer: Staff with assistance from Lemke Surveying

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

Engineer: Staff with assistance from Lemke Surveying and Cardinal Engineering

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

Engineer: Staff with assistance from local surveyor

12th Avenue NE Manhole Replacements (WW0330): This project will replace the existing 36 manholes on the existing 24-inch sanitary sewer line generally running along 12th Avenue NE from Alameda Street to north of Robinson Street. Due to the high hydrogen sulfide concentrations, rehabilitation was deemed to not be feasible for the project. The existing manholes have deteriorated such that replacement is warranted. Material delivery challenges have delayed the start of the project. The initial manhole deliveries were received on November 8, 2021.

WRF Reuse Pilot Study (WW0317) - Project will consider treatment alternatives to produce highly treated effluent at the WRF suitable for discharge in Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, recommend technologies to used. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of equipment, temporary installation and eventual removal of all pilot study equipment into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains was completed. During June 2021, WRF staff was able to commence operating both trains that are considered Phase I as intended and commenced full sampling and testing regimen as per Garver's pilot testing protocol. As of October 2021, the first phase of testing and sampling is ongoing and contractor has largely completed installation of temporary skids that will test additional tertiary treatment strategies which are considered to be Phase II of this study. Phase II of the study should be ready to run with a full testing and sampling regimen during November 2021. Testing and sampling of both phases will then continue through at least Spring 2022 (and possibly into Summer of 2022). Garver's final report is expected to be submitted no later than December 2022.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 to assist in funding project. Grant contract was fully executed during September 2021. In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of a future reuse program. This grant includes \$209,824 in funds for 2022 and can be extended with additional funds added in future

years as conclusions are reached and recommendations made based on the work done during the initial years' funding A kick-off meeting for the Green Infrastructure grant convened in early November 2021.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) - Project will replace dewatering centrifuges at WRF. Current centrifuges are approaching the end of their useful lives, and thus require excessive maintenance, repairs, and often extended downtime to keep them operational. NUA approved a Contract with Garver, LLC on December 8, 2020, and design for this project commenced immediately thereafter. Between January and April 2021, separate demonstration tests using PW Tech's "Volute Dewatering Press" and Huber's and MKC's screw presses were completed at the WRF and operation of demonstration equipment was observed by Garver and Norman WRF and Engineering staff. NUA staff also visited plant sites in Arkansas and Kansas, respectively, to observe the Volute Dewatering Press and the MKC screw press in service. A followup demonstration by PW Tech with revised mixing technology at the front end of their press is ongoing because their original demonstration test was unable to consistently produce sludge that is 20% solids, which is critical for the WRF's current disposal process. Garver has completed their Preliminary Engineering Report based on the available data showing that the Volute Dewatering Press could not produce 20% solids sludge, and the report, therefore, recommends hydraulic drive centrifuges as the equipment for this project. Unless ongoing demonstration by PW Tech provides new data, Garver will proceed with design based on hydraulic drive centrifuges with Construction Manager at Risk (CMaR) being strongly considered for the project delivery process because it could greatly expedite equipment procurement and, thus, expedite completion of the project as a whole. Garver is expected to complete preliminary plan sheets and equipment specifications of sufficient detail for a CMaR RFP during November 2021. Selection of a CMaR in December 2021 will allow for procurement of the centrifuges (which will be a long lead item) to commence in January 2022 with anticipated delivery in May/June 2022. Final design would continue under March 2022, and bidding of initial work packages would commence immediately thereafter. Preliminary work should be advanced enough by May 2022 to allow for timely delivery of the centrifuges when they are ready to be shipped, and all work should be complete by mid-Summer 2022.

Engineer: Garver LLC (Michael "Cole" Niblett)

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

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

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

concerns regarding the proposed alignment. Staff have reviewed the alternative alignment on the east side of 12 Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts.

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.

Engineer: Garver, Inc. (Steve Rice)

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

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

Engineer: Olsson, Inc. (Kevin Rood)

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

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

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June and preliminary design is now ongoing. An update meeting will convene in November 2021. That meeting will likely include a discussion manner of project delivery.

If CMaR is to be used: RFPs would likely be advertised in December 2021 and CM selected as early as January 2022. Given current issues with procurement, identified long lead items could be bid by CM after their contract has been approved in order to expedite delivery. Final Design would be complete in May 2022 and bidding of construction packages would commence immediately. Construction would be complete in June 2023.

If traditional design/bid/build project delivery is to be used: Preliminary design should be completed by January 2022, and final design by May 2022. Project would be advertised in June 2022 and awarded in July 2022. Construction would then continue until July 2023.

Engineer: Greely and Hansen LLC (Ana Stagg)

WATER PROJECTS:

Waterline Relocation: I-35 Widening (WA0196): Unbudgeted project necessitated by ongoing widening of I-35. Total budget of about \$500,000 estimated for replacing three waterlines associated with the I-35 project (24-inch at Briggs Street, 12-inch at Brooks Street and 12-inch at 24th Avenue SW and Highway 9). Team of SAIC/Poe and Associates will prepare design plans as an amendment to the Lindsey Street widening project. ODOT expected to reimburse waterline relocation costs at end of project. NUA approved design contract with SAIC and ODOT relocation agreements on 10/22/13. ODOT required I-35 crossing at Briggs Street to be deepened to 28 feet below grade; construction costs will increase approximately \$450,000. Project advertised 04/29/14 and three bids were opened 05/22/14: Matthews Trenching was the low bidder at \$997,875. NUA approved contract on 06/10/14; work began 06/11/14. \$840,780 has been previously reimbursed by ODOT for this project. Staff requested reimbursement for the rest of the construction portion in December 2021 and received payment in the amount of \$215,320 from ODOT in February 2021. Staff received Audit Reports from ODOT in April 2021 for reimbursements in the amount of \$36,300 and \$8,700 for design agreements. A rebuttal letter with invoices were sent to ODOT on April 21, 2021 in order to receive reimbursement, However, after review, ODOT explained that they need the invoices to show how much of each invoice went towards each agreement. None of the invoices were broken up showing this distinction, so staff reached out to Benham (who took over SAIC) on June 9, 2021 so that they could provide us with that information. Staff has followed up with Benham and they are still in the process of getting the information needed.

Waterline Replacement: Interstate Drive (WA0245): Project will replace approximately 8,600 feet of failing ductile iron water lines with PVC pipe to reduce service disruptions to customers and damage to driveways and streets. The project is located along North Interstate Drive from Sooner Fashion Mall north to Northwest Boulevard and along Copperfield Drive from Northwest Blvd. to Interstate Drive with an extension west into Springbrook Addition. New piping will include about 8,600 feet of 6, 8, and 12-inch PVC pipe. Easements are still being acquired for the project with five of the six parcels received. The last easement is in final negotiations so the project was advertised and bids were opened on December 3, 2020. Cimarron Construction Co. was the lowest, responsible bidder and the contract was awarded on January 12, 2021. Public Notice letters were sent to home and business owners on February 24, 2021 and the contract started on March 3, 2021. Contractors started mobilization on March 10, 2021. The line along Interstate Drive has passed all tests and is now in service. The line along Copperfield continues to have issues passing tests, and will not be put in service until all tests are passed. Contractors started work on two other sections of waterline this month, one through the Huntington apartments on River Oaks Drive and one on the east side of Interstate Drive along Parkway Drive.

Engineer: Cardinal Engineering.

<u>Waterline Transmission:</u> Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Ave (WA0242): Project will install approximately 6,800 feet of 30-inch PVC C900 along the north side of Robinson Avenue from just east of the 24th Avenue NW to Flood Avenue. The new 30-inch line will replace the existing 16-inch line. This project will also replace approximately 3,000 feet of 12-inch water line on the south side of Robinson in the same vicinity. The project was bid and the contract was awarded to Garney Companies, Inc. (Garney) in the amount of \$1,978,875.00 on July 14, 2020. As of the end of May 2021, all 12" and 30" water line was installed, tested, and placed into service. On July 22, 2021, a final inspection convened with representatives from Garney, City of Norman and OU Grounds staff in attendance, and a preliminary punchlist was generated. On October 8, 2021, a final punchlist was forwarded to Garney. During the first two weeks of November, Garney expects to complete punchlist work, and NUA and Garney expect to finalize negotiations on Final Change Order. Project should be final accepted in late November 2021.

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

Flood Avenue Waterline Replacement (WA0328):

Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2.900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Design is funded in FYE19, with construction funded in FYE20. Based on detailed field survey, the alignment appears to require the removal of the existing 16-inch line and installation of the new line in the same corridor. Water model simulations have indicated that this will not impact service levels but this work is going to be scheduled during the non-demand seasons to reduce the impacts of this outage. Comments on preliminary plans were provided to Engineer on April 3, 2020. Plans at 65 percent level were received and reviewed and comments were returned back to the consultant. Utility verification and potholing were completed to allow for the design to be finalized. Plans were reviewed on February 23, 2021 and a permit was sent to BNSF Railroad for the Lexington Street crossing on March 1, 2021. Staff sent a final Addendum on August 23, 2021 and held a bid opening on August 26, 2021. Total bids ranged from \$2.9 million to \$3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at \$2,854,724.50. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of \$2,854,724.50. A pre-construction meeting was held on October 6, 2021, Construction is set to begin on November 3, 2021 and will continue for 330 calendar days. Contractors started mobilization this week. Engineers, contractors, and staff met this week to discuss changing the method of installation for the bore under the railroad at Lexington Street. The method will be changed from a dry agar bore to horizontal direction drilling from the west side of Flood Ave. This will allow contractors to minimize the amount of area needed from property owners to the east. Staff will send revisions to the plans to BNSF for a permit change once plans are completed.

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. Staff is currently reviewing the draft report prior to finalizing the report. The procurement phase, specifically the generation of the Request for Proposal, will begin in November. The bid package will be let in April 2022...

Consultant: E Source (Nicole Pennington)

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

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

This project will determine the best location, layout, and treatment processes for blending and treating the 32 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the

distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfect residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services. An appraisal was conducted on one location this month. Staff will be moving forward will purchasing this piece of land after negotiations are made.

Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

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

Engineer: Carollo Engineers (Rebecca Poole)

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

Department of Utilities Monthly Report

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

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted for NUA review, and, during March 2021, several Zoom calls convened to review NUA comments and address questions that arose from the comments. Based on these discussions and further review of existing conditions, Jacobs has proposed a fairly substantial revision to the alignment, which includes an open cut crossing of 12th Ave N.E. and relocating approximately 900 LF of the line into the traffic lanes of Robinson. NUA staff have reviewed this revision deemed it acceptable on the condition that City of Norman Public Works Department approves. Public Works has reviewed, and, with some reasonable comments and added requirements, they had no major objections. Jacobs is, therefore, finalizing alignment and associated 65% drawings. These should be submitted to NUA, reviewed and approved during November 2021. At that point, Jacobs will commence easement acquisition and final design. Easement acquisition is expected to take several months, and it is, therefore, anticipated that project will advertise in the late spring of 2022 and construction will commence on or shortly after July 1, 2022.

Engineer: Jacobs Engineering (Lars Ostervold)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabbiness Engineering, LLC was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019 and complete December 2019, and Phase II was scheduled to begin May 15. 2020 and complete August 15, 2020. Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final asbid to as-built quantities change order on January 28, 2020. In March 2020, Phase II was delayed until Spring of 2021. In March 2021, Phase II was delayed again until Spring of 2022. Project is now scheduled to advertise on February 24, 2022 in order for Notice to Proceed to be issued immediately upon the end of OU's spring 2022 semester on May 15, 2022. It is anticipated that construction would continue through summer and be completed before the start of the fall semester in August 2022.

Engineer: Cabbiness Engineering, LLC (Sean Price)

Water Wells Water Line: 108th & Tecumseh – Cardinal Engineering was selected as the consultant for one of the well water line projects, and NUA approved their contract November 12, 2019. Project design was completed during the first half of 2020, and project was advertised for bid on July 23 and July 30, 2020. Bids were opened August 13, 2020 and Hammer Construction was deemed lowest and best bidder. NUA approved Contract K-2021-11 with Hammer on September 8, 2020. Notice to Proceed with construction was issued on October 12, 2020, and, as of May 30, 2021, all 12" diameter well water line on the project had been installed, tested, and was available for service when/if needed. A punchlist inspection was scheduled for late June 2021. However, heavy rains immediately preceding inspection date,

Engineer: Cardinal Engineering (Josh Risley)

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

Engineer: Garver Engineers (Jeff Chavez)

Cascade Water Tower & Lindsey Water Tower — Cascade Water Tower resurfacing is complete and NUA final accepted project on July 13, 2021. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower resurfacing. Dunham submitted their proposed scope and fee in early October 2021 and it is under review. Also in October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze our current reuse system that serves portions of O.U.'s campus and facilities and, in particular, to evaluate converting Lindsey Tower to a reuse tank solely serving the reuse system. NUA is currently in final negotiations for scope and fee and contract should be submitted for Council approval in late November. Plummer will require approximately two months to complete their study so, assuming the study affirms the use of Lindsey Tank, a final scope and fee will be negotiated with Dunham to prepare design documents and furnish bidding and construction services for the Lindsey Tower Resurfacing project, which would then be submitted to Council in February 2022. Design could be completed and project advertised in March 2022 and awarded in April 2022. Given the nature of the work and its proximity to the University of Oklahoma Campus, Notice to Proceed with Construction would likely be held until after the spring semester ends in May 2022.

Engineer: Dunham Engineering (Joe Seiter)

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

Engineer: Carollo Engineers (Tom Crowley)

<u>Water Distribution System Sampling Stations (WA0350):</u> Project will install 43 sampling stations throughout the water distribution system in order to meet federal and state requirements of the Revised Total Coliform Rule. The number of sites and location of each site is approved by the Oklahoma Department of Environmental Quality (ODEQ). These stations will allow staff to collect samples representing the entire distribution system at all times, rather than staff collecting samples from homes and businesses which may not be accessible at certain times of the year. In addition,

each station will be tapped directly into a main water line, which will give us a better representation of the water supplidely the City. Each station will be constructed of stainless steel, surrounded by a cover with Norman logo and cyber lock, with a concrete pad. NUA will purchase stations directly from vendor, who will send the stations directly to the approved contractor for storage and installation. Staff obtained 4 quotes for stations and Ferguson Waterworks was the low bidder. Invitation to bid was published on March 4 and March 11, 2021. Staff received 8 bids that ranged from \$85,100 – \$264,400; the low bidder being Sooner Sight Utility & Construction. City Council approved the contract with Sooner Sight Utility on April 27, 2021. The contract transmittal was sent on May 27, 2021 with a start date of June 29, 2021. Contractors started work on August 4, 2021. Contractors repaired the installation of some stations that were not installed correctly or were experiencing compaction issues. After the contractor notified staff that the stations were finished, staff went to each station to verify they don't have any issues, however, multiple stations still have compaction issues with the concrete pad, are missing locks, are leaking, or are not useable due to poor installation. Staff is getting a list together of everything that still needs to be completed by the contractor.

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

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. Staff reviewed and sent comments on the 50% plans this month. Staff is now waiting for 90% plans to review.

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water 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. Engineers are waiting for the roadway plans to be finished before sending 50% plans for this project so that the roadway and waterlines don't conflict with each other.

James Garner Ave Waterline Replacement from Main to Duffy (WA0336): This project will replace the aging 6, 8, 12, a "16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. Changes are currently being made to the streetscape project and a kick-off meeting will be held once these changes are finalized to better understand the roadway corridor along James Garner.

Phase II – Porter Avenue Waterline Replacement (WA0354):

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

Engineer: Garver Engineering (Bret Cabbiness)

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

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its corrosivity, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. The invitation to bid for this project was published in The Norman Transcript on September 9 and September 16, 2021. A mandatory pre-bid meeting was held on September 23, 2021 and five contractors attended. A bid opening was held on September 30, 2021 and 2 contractors submitted bids. Base bids for tank installation and removal ranged from \$75,000-\$250,000. Alternates were provided for two different carbon dioxide tank models; Alternate 1 for Tomco Model 3075CA and Alternate 2 for Chart Energy HSi-CO2 Integrated Bulk System (30-ton Model). Alternate 1 bids ranged from \$218,000-\$217,975 and alternate 2 bids ranged from \$252,000-\$245,570. The low bidder was Wynn Construction Co. for the Base Bid and both alternates. Staff decided to award the bid to Wynn construction for the Base Bid only in the amount of \$75,000. This contract is set to be approved by City Council on November 9, 2021. Since the tanks in Alternate 1 and Alternate 2 use two different methods of cooling (vacuum sealed versus foam insulated with a refrigeration unit), staff is rebidding the purchase and delivery of the tank to better compare the two different cooling methods. This bid will be published in The Norman Transcript on November 11 and 18, 2021. Bids are set to be opened on December 2, 2021.

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. A contract with SRB is set to be approved by the City Council on November 9, 2021.

Engineer: SRB (Bryan Mitchell)

SANITATION CAPITAL PROJECTS:

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

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

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

The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. Work continues at both sites. Both buildings are 90% complete and are receiving final finishes.

Architect: Studio Architects, LLC (George Winters)

New Sanitation Office Building: The Sanitation Department has outgrown their current office space. Because their existing facility cannot be readily expanded and because it is not laid out in a way that would allow for renovations to create a more efficient workspace, a new facility must be constructed. On January 12, 2021, Norman Municipal Utilities Authority (NMUA) approved a design contract with The McKinney Partnership Architects PC (TMP) to design this new facility, and design commenced immediately thereafter. TMP has finalized Design Development level plans and specifications, and, upon seeing their completeness during preliminary review, NUA has decided to proceed with traditional design/bid/build project delivery for this project. A design review meeting will convene for design development plans during November 2021. TMP will complete final design documents by February 2022 and project will be advertise in March 2022. Construction contract should be awarded in April 2022 and construction should be complete by March 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

Compost Facility Scale House (SA0019):

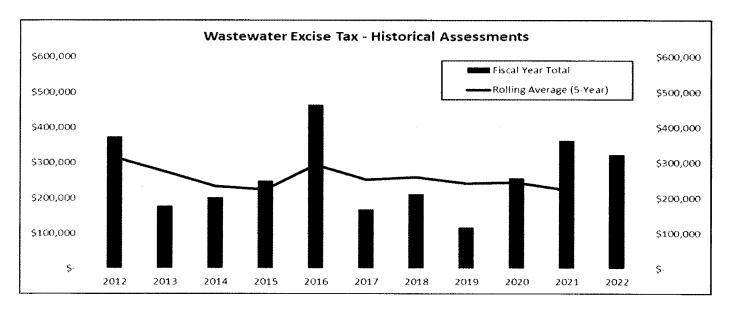
This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water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

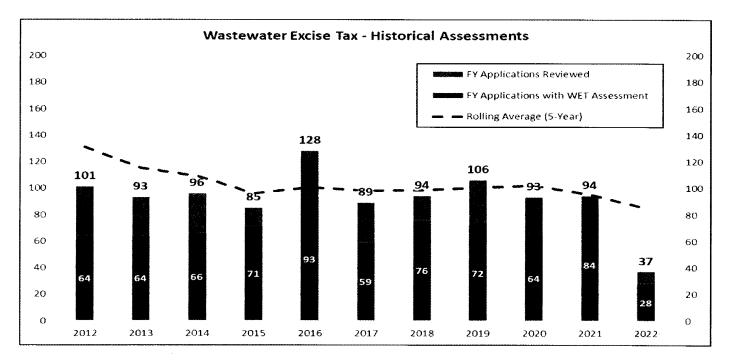
Engineer: TriCore Group, LLC

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Wastewater Excise Tax - Non-Residential:

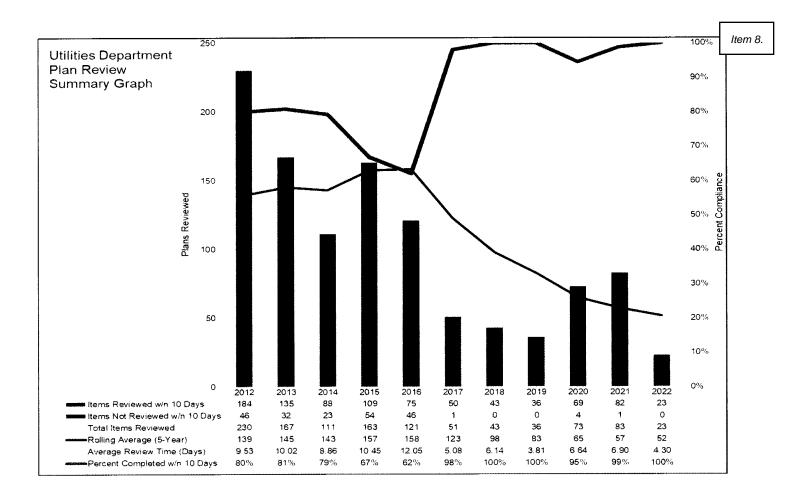
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 7 commercial entities last month. Of the 7 applications, 4 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. Through October, 36 commercial properties were reviewed and a total of \$320,000 was assessed to the 27 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.





PLAN REVIEW:

Eleven plan sets was reviewed during October. Staff have reviewed 23 plans for FYE2022 with an average review time of 4.3 days and with 100 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

- 1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
- 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. <u>36th Avenue NW Waterline Payback</u>: 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. <u>24th Avenue NW Waterline Payback:</u> 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. <u>Interstate Drive Waterline Payback</u>: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has

- finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
- 8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

5 Water Well Permits 21-4390, 4459, 4477, 4614 and 4776 were issued for the month of October.

October 2021 ENVIRONMENTAL SERVICES DIVISION MONTHLY REPORT

INSPECTIONS Fats, oil and grease (FOG) program Food license approval Significant Industrial Users	Total inspections	October 30 2 0 32	Year to date 361 11 21 393
ROUTINE ACTIVITIES		October	Year to date
Significant Industrial User sites sampled		3	22
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)		0%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)		0%	100%
Household hazardous waste disposal calls		23	421
Immediate assistance requested		0	7
REVENUE		October	Year to date
FOG Program		\$200.00	\$34,950.00
Surcharge		\$11,084.56	\$116,452.89
Lab Analysis Recovery		\$0.00	\$2,996.07
Industrial Discharge Permit		\$0.00	\$4,000.00
	Total revenue	\$11,284.56	\$158,398.96

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including agenda setting, meeting attendance, minutes preparation, and issue research.
- 2 Subcommittee is working on recycling education
- 3 Facilitating Yard by Yard process and attended first presentation of Yard Cert. on October 19.
- 4 Facilitated remote water meter presentation scheduled for ECAB.
- 5 Facilitated and Attended tabling at East Side Library on October 1 at the Fall Flavors and Foliage Festival.
- 6 Attendance at Compost Conference including ECAB members

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts, Midsummer Nights Fair, Groovefest, and 2nd Friday Art Walks.
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 Staff is working with other departments to increase energy efficiency i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable speed drives.
- 4 Completed e-waste event for October 23, 2021. Preparing for paint event on November 13, 2021
- 5 Working on the HHW facility permitting, employee hiring, and contracting; also attend progress meetings
- 6 Sampled Chasm double wall nanotube wastwater discharge
- 7 Sampled Southwestern Wire process wastewater. Closure of sanitary WW lagoons continuing.

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SEWER MAINTENANCE

	FYE 22		FYE 21	
October, 2021	MONTH	YTD	MONTH	YTD
Obstructions:				-
City Responsibility	1	4	0	
Property Owner Responsibility	18	56	22	95
TOTAL	19	60	22	98
Number of Feet of Sewer Cleaned:				
Cleaned	129,777	484,261	82,221	344,36
Rodded	2,890	76,205	215	16,025
Foamed	0	74,476	0	81,695
SL-RAT	0	0	20,590	66,710
TOTAL	132,667	634,942	103,026	508,79
Sewer Overflows:				
Rainwater	0	0	0	(
Grease/Paper/Roots	0	0	0	(
Obstruction	1	2	0	
Private	1	5	0	2
Other (Lift Station, Line Break, etc.)	0	0	0	(
Total Overflows	2	7	0	3
Feet of Sewer Lines Televised	22,360	93,887	15,836	84,060
Locates Completed	272	1,050	246	1,153
Manholes:				
Inspected	941	4,485	970	4,437
New	0	0	0	
Rebuilt	0	0	0	C
Repaired	0	0	0	(
Feet of Sewer Lines Replaced/Repaired	12.00	37.00	6	- 6
Hours Worked at Lift Station	117.48	359.38	423	789
Hours Worked for Other Departments	212.50	213.00	415.00	428.40
OJI Percentage	0.00	0.00	0.00	0.00
Square Feet of Concrete	0	0	162	162
Average Response Time (Hours)	0.45	0.44	0.41	0.35
Claims Paid Per 10,000 People	0	0.0000	0	0.0000

 CITY OF NORMAN	
DEPARTMENT OF UTILITIES	
LINE MAINTENANCE DIVISION	

MONTHLY PROGRESS REPORT WATER MAINTENANCE

	FYE	22	FYE 21		
October, 2021	MONTH	YTD	МОИТН	YTD	
New Meter Sets:	24	163	43	194	
Number Short Sets	21	160	43	192	
Number Long Sets	3	3	0	2	
Average Meter Set Time	4.63	4.56	4.95	5.03	
Number of Work Orders:					
Service Calls	451	1,539	398	1,637	
Meter Resets	0	2	1	3	
Meter Removals	0	4	4	10	
Meter Changes	46	123	34	218	
Locates Completed	831	4,187	449	1,764	
Number of Water Main Breaks	14	70	15	61	
Average Time Water Off	1.38	1.92	2.69	2.30	
Fire Hydrants:					
New	0	0	0	2	
Replaced	0	0	3	3	
Maintained	220	527	70	365	
Number of Valves Exercised	204	655	139	807	
Feet of Main Construction	0	0	350	139	
Hours of Main Construction	0	162	363	1,371	
Meter Changeovers	0	0	14	18	
OJI Percentage	0.00	0.00	0.00	0.00	
Hours Flushing/Testing New Mains	84.25	358	36	290	
Hours Worked Outside of Division	206.50	220.83	481	509	

FYE 2021

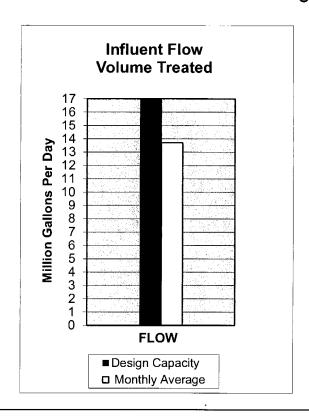
City of Norman, Oklahoma Department of Utilities

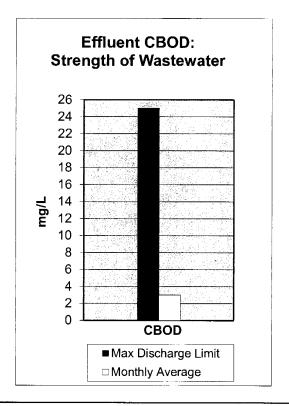
FYE 2022

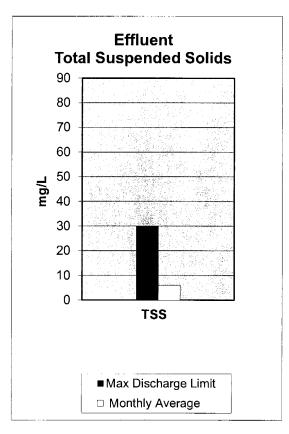
Monthly Progress Report Water Reclamation Facility October 1-31, 2021 Flow Statistics

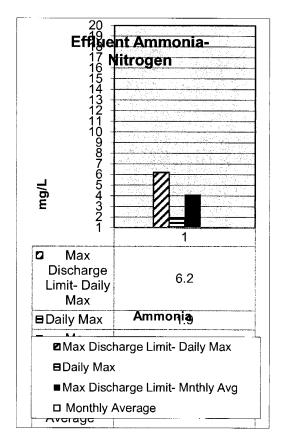
	This Month	YTD	This Month	YTD		
Total Influent Flow (M.G.)	332.8	1418.6	337.6	1341.0		
Total Effluent Flow (M.G.)	305.6	1345.8	332.7	1319.8		
Influent Peak Flow (MGD)	13.7	25.5	20.1	20.1		
Effluent Peak Flow (MGD)	12.8	25.5	20.1	20.1		
Daily Avg. Influent Flow (MGD)	10.7	12.8	10.9	10.9		
Daily Avg. Effluent Flow (MGD)	9.9	11.9	10.7	10.7		
Precipitation (inches)	2.3	4.0	3.5	13.5		
Discharge Monitoring Report Stats	Discharge Monitoring Report Stats EPA minimum percentage removal 85%					
5 day BOD:	Avg.	•	Avg.			
Influent Total (mg/l)	206		175			
Effluent Carbonaceous Total	3		2			
Percent Removal	98.5		98.9			
Total Suspended Solids:						
Influent (mg/L)	393		404			
Effluent (mg/L)	6		5			
Percent Removal	98.5		98.8			
Dissolved Oxygen:						
Influent (min)	0.9		0.4			
Effluent (min)	7.9		6.6			
pH						
Influent (Low)	6.6		6.8			
(High)	7.0		7.2			
Effluent (Low)	6.7		6.8			
(High)	7.3		7.4			
Ammonia Nitrogen						
Influent (mg/L)	27.2		27.9			
Effluent (mg/L)	0.3		0.5			
Percent Removal	99.0		98.2			
Utilities						
Electrical						
Total kWh Used (Plant wide)	512,680	2,034,720	463,260	1,878,960		
Aeration Blowers	193,200	927,580	176,800	736,000		
UV Facility	68,200	341,900	52,600	261,200		
Natural Gas						
Total cubic feet/day (plant wide	9) 351,000	1,319,000	443,000	1,336,000		
Public Education (Tours)	0	0	1	16		
Total Attendees for FYE 22		18		16		
Reclaimed Water System (MG)	0.0	0.0	0.0	0.0		
OU Golf Course	5.8	43.1	6.0	38.7		
E.coli Geometeric Mean for October 2021 14 MPN (Limit is 630)						

CITY OF NORMAN WATER RECLAMATION FACILITY October 2021









Comments here

MONTH: October-2021

CITY OF NORMAN, OKLAHOMA DEPARTMENT OF UTILITIES

MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION

	FYE 2	2022	FYE 2	<u> 2021</u>
Water Supply	This month	Year to date	This month	Year to date
Plant Production (MG)	367.51	1583.32	366.40	1650.83
Well Production (MG)	51.08	370.31	55.72	309.85
Oklahoma City Water Used (MG)	46.21	135.99	31.06	126.40
Total Water Produced (MG)	464.79	2089.61	453.18	2087.08
Average Daily Production	14.99	16.99	14.62	16.97
Peak Day Demand				
Million Gallons	17.26	26.00	16.95	26.00
Date	10/8/2021	8/23/2020	10/12/2020	8/23/2020
System Capacity (see note 1)	23.35	23.35	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	2.65	0.00	2.65
Note 1: Beginning June 2016 the System Capac	city includes the Oklal	homa City water line.	(Plant + Wells + OKC	;)
Costs				
Plant	\$700,307.33	\$2,798,474.88	\$770,046.82	\$2,945,836.88
Wells	\$214,878.77	\$904,491.57	\$198,070.42	\$857,339.09
OKC	\$79,267.00	\$156,634.51	\$89,502.94	\$338,373.93
Total	\$994,453.10	\$3,859,600.96	\$1,057,620.18	\$4,141,549.90
*Okc water bill was estimated - actual bill not av	ailable at time of re	eport		
Cost per Million Gallons				
Plant	\$1,905.57	\$1,767.48	\$2,101.64	\$1,784.46
Wells	\$4,206.79	\$2,442.52	\$3,554.62	\$2,766.94
OKC	\$1,715.55	\$1,151.85	\$2,882.08	\$2,677.07
Total	\$2,139.58	\$1,847.04	\$2,333.78	\$1,984.38
Water Quality				
Total Number of Bacterial Samples	90	398	90	353
Bacterial Samples out of Compliance	0	4	0	1
Total number of inquiriers (Note 2)	2	20	0	
Total number of inquiners (Note 2) Total number of complaints (Note 2)	2 3	20 19	0 2	12
Number of complaints (Note 2)	3	19	2	19
connections	0.07	0.47	0.05	0.47
Note 2: Prior to April 2016 complaints and inqui	ries were grouped to	acthor listed as some	plainte and not disting	u iahad
Safety	nes were grouped to	getner, listed as comp	naints, and not disting	juisneu.
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	0	3	0	0
	O	3	0	0
Public Education				
Number of tours conducted	0	8	0	0
Number of people on tours	0	89	0	0

Notes:

Well 38 new pump/motor was installed. Staff repaired lime slaker water jets to drain pipe. Solid contact clarifier #3 coupler broke - staff in process of making repairs. Ozone generator #2 had a electrical fan in the unit fail - pending parts for repairs. Hydrogen peroxide chemical feed lines were repaired. Ozone intermediate pumps piping was repaired. Staff working with contractor for repairs to administration building air leaks - which is causing condensation in admin building.

MONTHLY TRANSFER STATION REPORT October 2021

	TONS PER MONTH	REVENUE PER MONTH
O.U. TONS	320.29	\$16,157.44
STANDARD TONS	1,831.95	\$15,095.39
CASH TONS:	562.49	\$18,116.60
TOTALS:	2,714.73	\$49,369.43

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL	513.00
BY TRANSFER STATION TRUCKS.	
# OF TONS TRANSPORTED TO OKC LANDFILL	10423.38
BY TRANSFER STATION TRUCKS.	
# OF LOADS TRANSPORTED TO OKC LANDFILL	0.00
BY INDIVIDUAL SANITATION TRUCKS.	0.00
	_
# OF TONS TRANSPORTED TO OKC LANDFILL	0.00
BY INDIVIDUAL SANITATION TRUCKS:	-
TOTAL LOADS BROUGHT TO LANDFILLS:	513.00
GRAND TOTAL TONS TO LANDFILLS	10,423.38
DISPOSAL COST PER TON (OKC)	\$20.88
TIPPING FEE'S FOR DUMPING AT OKC:	\$217,640.17
GRAND TOTAL TIPPING FEE'S	\$217,640.17
# OF LOADS BROUGHT TO TRANSFER STATION	618.00
BY COMMERCIAL SANITATION TRUCKS:	016.00
# OF TONS BROUGHT TO TRANSFER STATION	3927.48
BY COMMERCIAL SANITATION TRUCKS:	
# OF LOADS BROUGHT TO TRANSFER STATION	873.00
BY RESIDENTIAL SANITATION TRUCKS:	
# OF TONS BROUGHT TO TRANSFER STATION	3707.99
BY RESIDENTIAL SANITATION TRUCKS:	3707.99
BI RESIDENTIAL STATEMENT IN COLO.	_
TOTAL LOADS BROUGHT TO TRANSFER STATION:	1491.00
	1
TOTAL TONS BROUGHT TO TRANSFER STATION:	7635.47
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	151.43
TOTAL TONS RECEIVED AT TRANSFER STATION	20925.01

				Revenues	\$513.60	\$393.60								
	\$ Diverted \$44,062.65	Net \$1,185.60 \$109.35 \$0.00 \$1,161.10 \$9,625.00 \$12,081.05	Metal	TONS	4.28 Cost	Profit								
	Tons Diverted \$2,110.28	Revenues \$1,185.60 \$109.35 \$0.00 \$1,161.10 \$9,625.00 \$12,081.05		Revenues	\$0.00								Revenues	\$22,755.25
	.Fee \$20.88	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			5		,					Total Cardboard		130.03
	LNDFL Fee	PRO/FEE 1.04 7.29 0.57 13.66 55 77.56	Glass	TONS	20:00			228	9.38	enne	5.83	Total	Tons	
2021		Total Tons		Revenues	7		Total	228 \$6 105 84	\$1,549.38	Customer Revenue	\$11,825.83			
OCTOBER 2021	ejected %	0.69			9.72			12 \$321 36	\$232.08	[ವ]			es	\$2,849.65
OCT	Tons Rejected 0	Transfer Tons 33 13 19 19 19 19 19 19 19 19 19 19 19 19 19	Wood	TONS	ភា	<u></u> 00	MXD Office	∞ 4	. 2			Г	Revenues	
eport		0.53 4.13 0.29 7.14 28.53 40.62		20 000 00	\$2,035.25	\$26.78	t	8 8	\$154.72		29,775.51	e Only		33.56
nter Report		Tons		Revenues			Occ Compact			Net	\$	Total Recycle Only	Tons	
Drop Ce	Proc. Fee \$0.00 \$0.00 \$0.00 \$0.00	Westwood TONS 0.15 0.78 0.05 2.49 9.89 13.36	Compactors	TONS	11.63		Cardboard	168	\$389.27	Expense	\$7,655.22			
	88888	10.36 0.36 0.23 0.23 4.03 15.89 22.89	ပ္		00.550,116	++ benefits	Cal	40	\$773.31	Ext	\$37,430.73	į		\$25,604.90
	Revenue per ton \$1,140. \$15. \$0, \$85. \$175.	#9 TONS		Revenues	, 11,	Average hrly+ benefits	Cage Rolloff	5		Income	\$37		Revenues	\$25
	MONTHLY UNIT PRICES ALUMINUM: PLASTICS: STEEL CANS: MIXED OFFICE PAPER: CARDBOARD:	RECYCLING CENTER DATA: ALUMINUM: PLASTICS: STEEL CANS: MIXED OFFICE PAPER: CARDBOARD: RECYCLING CENTER TOTALS:	Cardboard Containers		63,4	Expenses)	Hours Labor \$	Vehicle cost	Revenue		Total All Recycle and Cardboard	Tons	163.59

CURBSIDE MONTHLY RECYCLING REPORT

OCTOBER

PROGRAM STATISTICS		
	AVERAGE	
	MONTH	
SET OUT/PARTICIPATION RATE:	91%	
AVERAGE TONS PER DAY :	10.71	
POUNDS PER HOME:	19.08	

COMMODITY BY TON		1.11
	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	6.3
#1 PET	4.08%	13.11
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	32.36
MIX PAPER	29.67%	95.36
PLASTIC FILM	0.60%	1.93
#2 NATURAL	1.11%	3.57
#2 COLOR	1.66%	5.34
#3-#7	0.00%	0
METAL	0.30%	0.96
RIGIDS	0.26%	0.84
TIN-STEEL SCRAP	2.14%	6.88
TRASH	27.91%	89.7
OCC	20.24%	65.05
TOTAL	100.00%	321.4

	MONTH
SERVICE CALLS (MISSES)	42
HOUSESIDE	2
REMINDER	4
SCATTERED	0
MISC.	1
REPAIR	13
NEW	39
ADD	2
MISSING	5
EXCHANGE	0
REPLACE	7
PICK UP	9
TOTAL CALLS	124.00

	MONTH
LANDFILL COST AVOIDANCE	\$6,347.65

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2022

FYEZI	E 21
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Vehicle Accidents

On The Job Injuries

Refuse Complaints

New Polycarts Requests

Additional Polycart Requests

Replaced Damaged Polycarts

Replaced Stolen Polycarts

Polycarts Exchanges

Polycarts Repaired

WATER TREATMENT
MURPHY PRODUCTS OKC

SELF LOADING BIN

COMPOST SOLD BY CUBIC YARDS

MULCH SOLD BY CUBIC YARDS

DRYING BEDS

TOTAL:

Bulk Pickups

MONTH YR-TO-DATE 4 7 4 0 92 378 84 97 281 9 37 264 46 9 100 49 420

FYE 22

-	
MONTH	YR-TO-DATE
1	3
0	0
0	110
100	360
53	229
6	50
64	372
16	84
80	434
28	199

COMPOST MONTHLY REPORT

4,500

12

380

4,892

330

330

166

28

COMPO	<u>DST MONTHLY R</u>	<u>EPORT</u>
	OCTOBER	
		<u>MONTH</u>
TONS BROUGHT IN BY COMPOST CREWS:		197.28
LANDFILL TIPPING FEE'S		\$ 20.88
SAVINGS FROM NOT DUMPING AT LANDFILL:		\$ 4,119.21
TONS BROUGHT IN BY PUBLIC:		1,000.00
TONS BROUGHT IN BY CONTRACTORS:		2,150.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS	3:	150.00
LANDFILL TIPPING FEE'S	· · · · · · · · · · · · · · · · · · ·	\$ 20.88
SAVINGS FROM NOT DUMPING AT LANDFILL:		\$ 68,904.00
TOTAL SANINGS FROM NOT DVINDING ATTA AND TO	-	
TOTAL SAVINGS FROM NOT DUMPING AT LANDFIL	L:	\$ 73,023.21
REVENUE COLLECTED FROM COMPOST SALES:		\$1,100.00
REVENUE COLLECTED FROM MULCH SALES:		\$0.00
TOTAL TONS COLLECTED		3,497.28
TOTAL TOTAL COLLECTED		3,477.20
	MULCH CUBIC YDS	COMPOST CUBIC YDS
	MONTH	MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Clint Mercer

PRESENTER: Clint Mercer, Chief Accountant

CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, ITEM TITLE: AMENDMENT. AN OR POSTPONEMENT OF THE PURCHASE OF

BUILDINGS AND CONTENTS INSURANCE FOR THE CITY OF NORMAN FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$405,229 FOR THE PERIOD OF DECEMBER 1, 2021, TO DECEMBER 1, 2022, AND BUDGET APPROPRIATION FROM THE RISK MANAGEMENT

FUND BALANCE.

BACKGROUND:

The City of Norman self-insures against most risks (i.e., workers' compensation, vehicle/equipment damage, employee health benefit claims, tort claims, etc.) but historically has purchased insurance to cover casualty losses to City buildings and contents (including electronic information technology/computer equipment). This insurance is purchased in a blanket amount but is limited to agreed-upon values of independent buildings and contents, and is subject to a deductible.

In the past, the City of Norman bid out its buildings and contents insurance. However, several brokers expressed their frustration with this method as insurance underwriters will only work with the first insurance broker to contact them and the incumbent broker had already left "place markers" with most of the underwriters. In 2014 the City decided to pick a broker via a Request for Proposal process that would then bid and select the best buildings and contents insurance for the City. This is the method other cities in the metro use to select underwritten insurance products, including the City of Oklahoma City.

The City of Norman sent out Request for Proposal number 2122-08 on May 14, 2021 for insurance broker services. Three brokers responded, Arthur J. Gallagher & Co. (Gallagher), Alliant Specialty, and BancFirst Insurance Service, Inc. Gallagher is the incumbent broker the City has used for several years and has provided quality bids and rates in the past. Management has been pleased with their services. The City selected Gallagher.

DISCUSSION:

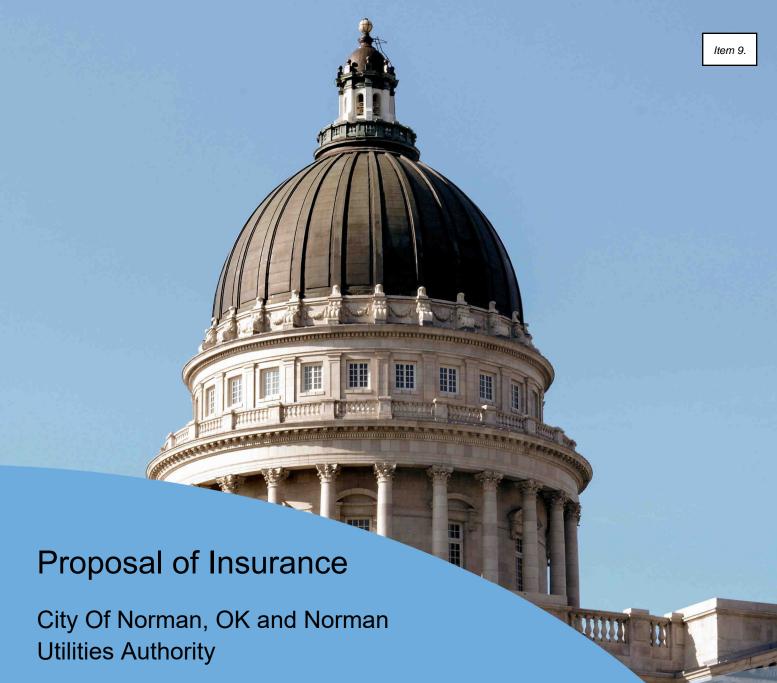
Gallagher received one bid for the upcoming policy year of December 1, 2021 to December 1, 2022 from Affiliated FM with a premium of \$405,229. Affiliated FM is rated as A+ by A.M Best and is one of the largest property and casualty providers in the industry. The prior year premium was \$343,509. The blanket amount continues to increase as new Norman Forward and other projects are completed. Also, according to Gallagher, the building insurance market continues to be tight.

The FYE 2022 blanket amount of property covered increased to \$234,535,256 from \$217,337,079, a 7.9% increase.

The City budgeted \$269,500 in the Risk Management Fund, Liability and Property (Account Org 43330104, Object 44403) in Fiscal Year 2021-2022 to pay for building and contents insurance. An additional appropriation of \$141,000 is needed to award this policy (includes a \$5,271 reserve in case new buildings are completed and added during the fiscal year).

RECOMMENDATION:

Staff recommends insuring the City's buildings and contents with Affiliated FM at a premium amount of \$405,229 for one year as it provides the lowest premium for coverage within acceptable deductible limits. In addition, staff requests an appropriation of \$141,000 from Risk Management Fund Balance (Account Org 43, Object 29000) to Liability and Property (Account Org 43330104, Object 44403) to cover this premium cost before beginning the new policy period.



P.O. Box 370 Norman, OK 73070

Presented: December 3, 2021 **Effective:** December 1, 2021

Denise Engle, MBA, CPCU, AIC
Insurance Broker
Arthur J. Gallagher Risk Management Services, Inc.
615 East Britton Road
Oklahoma City, OK 73114
(405) 235-6633
denise_engle@ajg.com





Insurance Risk Management Consulting



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Property Schedule for Insurance22



Service Team

Denise Engle has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Denise Engle, MBA, CPCU, AIC Insurance Broker	(405) 639-3816	denise_engle@ajg.com	Insurance Broker
Lisa Davis, CISR, CIC Client Service Manager	(405) 639-3813	Lisa_Davis@ajg.com	Client Service Manager
Tina Taylor Client Service Associate	(918) 764-1644	Tina_Taylor@ajg.com	Client Service Associate

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (405) 235-6633

Service Commitment

Account Service

At Arthur J. Gallagher & Co., our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms.

We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

Profit Center Premium Allocations

We will provide premium breakdown by entities and/or location schedule.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of request.



Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

Loss Control

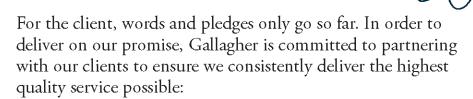
We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

Our Service Commitment

Our clients repeatedly tell us the most important thing that we can do as their broker is to protect their assets while providing a comprehensive and tailored insurance program with the most competitive terms. We also know that a critical component of every customer experience is receiving an accurate and timely response to their day to day business needs and challenges.

At Arthur J. Gallagher and Co. our goal is to provide every client with an exceptional insurance and risk management program delivered by a world-class service organization.

We're on a journey to set a new standard for service within our industry – utilizing innovative technology and tools that create value for our clients, and raising the bar beyond expectations. The result is consistent and predictable service for our clients – with the highest quality at every interaction.



- Clients get what they need, when they need it as a result of managing our work more effectively, your needs and requests are addressed promptly and professionally at all times
- Our service team is able to focus on you, and the solutions needed to support your unique business needs
- We proactively manage your renewal cycle, delivering a predictable timeline that creates time for thorough decision-making
- You play a role in this too we're asking for more information ahead, so that you receive the best outcome, every time



Program Structure



Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Property
	City Of Norman And Norman Utilities Authority	X
	Norman Utilities Authority	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Affiliated FM Insurance Company	Property	Recommended Quote	\$405,229.00
The Travelers Companies, Inc.	Property	Quote Pending	
Brokers' Risk Placement Services, Inc.	Property	Quote Pending	
Liberty Mutual Insurance Company	Property	Declined to Quote - No Market for this Type of Business	
Chubb Group of Insurance Companies	Property	Declined to Quote - No Market for this Type of Business	
Zurich American Insurance Company	Property	Declined to Quote - No Market for this Type of Business	
CNA Insurance Companies	Property	Declined to Quote - No Market for this Type of Business	



Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	001	3428 South Jenkins Avenue, Norman, Oklahoma, 73019, USA
	002	405 East Constitution Street, Norman, Oklahoma, 73072, USA
	003	515 East Constitution Street, Norman, Oklahoma, 73072, USA
	004	125 Vicksburg Avenue, Norman, Oklahoma, 73071, USA
	005	2000 West Brooks Street, Norman, Oklahoma, 73069, USA
	006	329 South Peters Avenue, Norman, Oklahoma, 73069, USA
	007	1701 12th Avenue Northeast, Norman, Oklahoma, 73071, USA
	008	4145 West Robinson Street, Norman, Oklahoma, 73072, USA
	009	SW 24th Avenue, Norman, Oklahoma, 73069, USA
	010	West End, Little River Road, Norman, Oklahoma, 73071, USA
	011	121 North Peters Avenue, Norman, Oklahoma, 73069, USA
	012	1301 Da Vinci Street, Norman, Oklahoma, 73069, USA
	013	1472 Da Vinci Street, Norman, Oklahoma, 73069, USA
	014	636 & 676 & 668 East Lindsey Street, Norman, Oklahoma, 73069, USA
	015	3942 Jenkins Avenue, Norman, Oklahoma, 73072, USA
	016	215 East Constitution Street, Norman, Oklahoma, 73072, USA
	017	3901 Chautauqua Avenue, Norman, Oklahoma, 73072, USA
Property	018	411 East Main Street, Norman, Oklahoma, 73071, USA
	019	2211 West Boyd Street, Norman, Oklahoma, 73069, USA
	020	500 East Constitution Street, Norman, Oklahoma, 73072, USA
	021	1000 168th Avenue Northeast, Norman, Oklahoma, 73026, USA
	022	7405 East Alameda Drive, Norman, Oklahoma, 73026, USA
	023	2207 Goddard Avenue, Norman, Oklahoma, 73069, USA
	024	201B West Gray Street, Norman, Oklahoma, 73069, USA
	025	4323 Country Club Terrace, Norman, Oklahoma, 73072, USA
	026	201A West Gray Street, Norman, Oklahoma, 73069, USA
	027	201 West Gray Street, Norman, Oklahoma, 73069, USA
	028	201C West Gray Street, Norman, Oklahoma, 73069, USA
	029	101 East Main Street, Norman, Oklahoma, 73069, USA
	030	444 South Flood Avenue, Norman, Oklahoma, 73069, USA
	031	508 North Peters Avenue, Norman, Oklahoma, 73069, USA
	032	123 Beal Street, Norman,Oklahoma, 73069, USA
	033	1001 East Robinson Street, Norman, Oklahoma, 73071, USA
	034	3280 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
	035	200 South Jones Avenue, Norman, Oklahoma, 73069, USA



LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	036	200 West Daws Street, Norman, Oklahoma, 73069, USA
	037	3199 36th Avenue Northwest, Norman, Oklahoma, 73072, USA
	038	Boyd Street & Wylie Road, Norman, Oklahoma, 73072, USA
	039	600 East Lindsey Street, Norman, Oklahoma, 73069, USA
	040	2498 36th Ave NE, Norman, Oklahoma, 73026, USA
	041	1898 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	042	3098 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	043	2598 9th Avenue Northeast, Norman, Oklahoma, 73071, USA
	044	1398 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	045	2498 East Robinson Street, Norman, Oklahoma, 73071, USA
	047	1399 East Rock Creek Road, Norman, Oklahoma, 73071, USA
	048	3498 North Highway 77, Norman, Oklahoma, 73071, USA
	049	3998 North Highway 77, Norman, Oklahoma, 73071, USA
	050	4798 North Highway 77, Norman, Oklahoma, 73071, USA
	051	4198 North Highway 77, Norman, Oklahoma, 73071, USA
	052	4599 North Highway 77, Norman, Oklahoma, 73071, USA
	053	5099 North Interstate Drive, Norman, Oklahoma, 73069, USA
	054	1/2 mi N. of Franklin Rd, Norman, Oklahoma, 73026, USA
	055	5999 North Interstate Drive, Norman, Oklahoma, 73069, USA
	056	6398 North Interstate Drive, Norman, Oklahoma, 73072, USA
	057	6798 North Interstate Drive, Norman, Oklahoma, 73072, USA
	058	900 Blk of East Apache Street, Norman, Oklahoma, 73071, USA
	059	NE 12th Avenue & Robinson Street, Norman, Oklahoma, 73071, USA
	060	East Carter Street & East Robinson Street, Norman, Oklahoma, 73071, USA
	061	1/2 mi E. of NE 13th & Robinson, Norman, Oklahoma, 73071, USA
	062	3599 North Porter Avenue, Norman, Oklahoma, 73071, USA
	063	3298 12th Avenue Northeast, Norman, Oklahoma, 73071, USA
	064	1898 East Tecumseh Road, Norman,Oklahoma, 73071, USA
	065	3298 24th Avenue Northeast, Norman, Oklahoma, 73071, USA
	066	4298 24th Avenue Northeast, Norman, Oklahoma, 73071, USA
	067	2498 East Franklin Road, Norman, Oklahoma, 73071, USA
	068	3398 East Franklin Road, Norman, Oklahoma, 73071, USA
	069	4298 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	070	3798 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	071	4298 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	072	5401 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	073	5897 East Tecumseh Road, Norman, Oklahoma, 73026, USA



LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	074	5799 North Floyd Cox Drive, Norman, Oklahoma, 73026, USA
	075	6000 Corky Drive Northeast, Norman, Oklahoma, 73026, USA
	076	6799 Day Drive, Norman, Oklahoma, 73026, USA
	077	2198 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
	078	7799 East Rock Creek Road, Norman, Oklahoma, 73026, USA
	079	1399 Paso de Vaca Drive, Norman, Oklahoma, 73026, USA
	080	1200 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
	081	451 West Robinson Street, Norman, Oklahoma, 73069, USA
	082	2900, 3000 & 3001 East Robinson Street, Norman, Oklahoma, 73071, USA
	083	3500 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
	084	398 Bratcher-Miner Road, Norman, Oklahoma, 73072, USA
	085	121 East Constitution Street, Norman, Oklahoma, 73072, USA
	086	415 East Main Street, Norman, Oklahoma, 73071, USA
	087	2400 Westport Drive, Norman, Oklahoma, 73069, USA
	088	3180 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
	089	1900 West Robinson Street, Norman, Oklahoma, 73069, USA
	090	3901 36th Avenue Northwest, Norman, Oklahoma, 73072, USA
	091	1198 48th Avenue Northeast, Norman, Oklahoma, 73026, USA
	092	859 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
	093	4698 96th Avenue Northeast, Norman, Oklahoma, 73026, USA
	094	4799 72nd Ave NE, Norman, Oklahoma, 73069, USA
	095	3998 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
	096	6699 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	097	8399 East Rock Creek Road, Norman, Oklahoma, 73026, USA
	098	4398 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
	099	4303 84th Avenue Northeast, Norman, Oklahoma, 73026, USA
	100	4703 91st Avenue Northeast, Norman, Oklahoma, 73026, USA
	101	101 West Gray Street, Norman, Oklahoma, 73069, USA
	102	113 West Gray Street, Norman, Oklahoma, 73069, USA
	103	115 West Gray Street, Norman, Oklahoma, 73069, USA
	104	2351 Goddard Avenue, Norman, Oklahoma, 73069, USA
	105	1507 West Lindsey Street, Norman, Oklahoma, 73069, USA
	106	1310 Da Vinci Street, Norman, Oklahoma, 73069, USA
	108	3001 East Alameda Street, Norman, Oklahoma, 73069, USA
	109	1898 Legacy Park Drive, Norman, Oklahoma, 73069, USA
	110	1311 Da Vinci Street, Norman, Oklahoma, 73069, USA
	111	1317 Da Vinci Street, Norman, Oklahoma, 73069, USA



LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	112	3051 Alameda Street, Norman, Oklahoma, 73071, USA
	113	3432 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
	114	198 36th Avenue SE, Norman, Oklahoma, 73072, USA
	115	2595 East Robinson Street, Norman, Oklahoma, 73071, USA
	116	2699 East Post Oak Road, Norman, Oklahoma, 73068, USA
	118	2996 East Rock Creek Road, Norman, Oklahoma, 73071, USA
	119	3496 Wood Valley Road, Norman, Oklahoma, 73071, USA
	120	4199 12th Avenue NE, Norman, Oklahoma, 73071, USA
	121	4799 West Rock Creek Road, Norman, Oklahoma, 73072, USA
	122	499 Sandpiper Lane, Norman, Oklahoma, 73071, USA
	123	594 24th Avenue NE, Norman, Oklahoma, 73071, USA
	124	598 Coalbrook Drive, Norman, Oklahoma, 73071, USA
	125	698 Accipiter Street, Norman, Oklahoma, 73072, USA
	126	4799 12th Avenue NW, Norman, Oklahoma, 73069, USA
	127	103 West Acres Street, Norman, Oklahoma, 73069, USA
	128	1800 Northcliff Avenue, Norman, Oklahoma, 73071, USA
	129	8495 East Franklin Road, Norman, Oklahoma, 73026, USA
	130	8481 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	131	10999 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	132	4486 East Franklin Road, Norman, Oklahoma, 73026, USA
	133	5198 East Franklin Road, Norman, Oklahoma, 73026, USA
	134	5499 60th Avenue NE, Norman, Oklahoma, 73026, USA
	135	5192 East Tecumseh Road, Norman, Oklahoma, 73026, USA
	136	3197 60th Avenue NE, Norman, Oklahoma, 73026, USA
	137	3801 108th Avenue NE, Norman, Oklahoma, 73026, USA
	140	3408 Jenkins Avenue, Norman, Oklahoma, 73072, USA
	141	15295 State Highway 9, Norman, Oklahoma, 73026, USA
	142	3240 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
	143	2797 East Robinson Street, Norman, Oklahoma, 73071, USA
	144	3599 84th Avenue Southeast, Norman, Oklahoma, 73026, USA
	145	3440 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
	146	3803 Chautauqua Avenue, Norman, Oklahoma, 73072, USA
	147	531 East Symmes Street, Norman, Oklahoma, 73071, USA



Program Details

Coverage: Property

Carrier: Affiliated FM Insurance Company

Policy Period: 12/1/2021 to 12/1/2022

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Real Property	Yes	N/A

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Policy Limit - This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the as a result of	Limit	Policy Limit of \$ 234,535,256	Any One Occurrence subject to the Respective Sub-Limits of Liability Shown Elsewhere in This Policy.
Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per occurrence basis.		-	
Earth Movement	Sublimit	\$50,000,000	Annual Aggregate
- Data Service Provider -Business Interruption, Data Service Provider -Property Damage, Errors and Omissions, Off-Premises Service Interruption -Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined	Sublimit	Not to Exceed \$50,000	Annual Aggregate
Flood	Sublimit	\$50,000,000	Annual Aggregate
- Data Service Provider -Business Interruption, Data Service Provider -Property Damage, Errors and Omissions, Off-Premises Service Interruption -Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined	Sublimit	Not to Exceed \$50,000	Annual Aggregate
Sub-Limited Location Schedule: Loc.# 147		-	
Location Limit	Sublimit	\$100,000 not to exceed	
Real Property	Sublimit	\$100,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Qualifying Periods	_





Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Communicable Disease - Property Damage and Communicable Disease - Business Interruption	48 Hours
Deductible	Data Restoration	48 Hours
Deductible	Data Service Provider - Property Damage and Data Service Provider -Business Interruption	24 Hours
Deductible	Off-Premises Service Interruption -Property Damage and Off-Premises Service Interruption - Business Interruption	24 Hours
Deductible	Owned Network Interruption	48 Hours
Deductible	The following deductible amounts shall apply per occurrence, unless otherwise stated, for insured loss or damage under this Policy.	-
Deductible	Boiler and Machinery	-
Deductible	- Property Damage	\$10,000
Deductible	- Business Interruption	1 Day Equivalent
Deductible	Earthquake - Per Location	\$100,000
Deductible	Flood - Per Location	\$100,000
Deductible	Off-Premises Service Interruption -Property Damage and Off-Premises Service Interruption - Business Interruption	-
Deductible	- Property Damage	\$10,000
Deductible	- Business Interruption	1 Day Equivalent
Deductible	Water Damage	\$100,000
Deductible	Wind and Hail	-
Deductible	- for the Following Locations: Loc.# 5, 26, 27, 28, 108, 112 - Per Location	\$100,000
Deductible	- For the Following Locations: Loc.# 7, 24, 87, 14, 17 - Per Location	\$200,000
Deductible	- for the following locations: Loc.# 1, 12, 82, 105, 127 - Per Location	\$300,000
Deductible	All Other Losses	\$10,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per occurrence basis.			
Accounts Receivable	Sublimit	\$1,000,000	
Arson or Theft Reward	Sublimit	\$100,000	
Attraction Property	Sublimit	\$100,000	
Boiler and Machinery		Policy Limit	
Brand Protection		Policy Limit	
Change of Temperature	Sublimit	\$100,000	



Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Civil or Military Authority		30 Days	
Communicable Disease - Property Damage and Communicable Disease - Business Interruption Combined	Sublimit	\$1,000 Annual Aggregate, Not to Exceed 12 Months	
Contractual Penalties	Sublimit	\$100,000	
Crisis Management	Sublimit	\$100,000, Not to Exceed 30 Days	
Cyber Event			
- Data Restoration and Owned Network Interruption Combined	Sublimit	\$1,000	Annual Aggregate
- Data Service Provider -Property Damage and Data Service Provider -Business Interruption Combined	Sublimit	\$1,000	Annual Aggregate
- Loss or Damage to Stock in Process or Finished Goods Manufactured by or for the Insured Caused by or Resulting from Cyber Event that Impacts the Processing, Manufacturing, Or Testing of Such Property or While it is Otherwise Being Worked on.	Sublimit	\$50,000	Annual Aggregate
Data Restoration	Sublimit	\$500,000	Annual Aggregate
Data Service Provider - Property Damage and Data Service Provider -Business Interruption Combined	Sublimit	\$50,000	Annual Aggregate
Debris Removal		Policy Limit	
Decontamination Costs		Policy Limit	
Deferred Payment	Sublimit	\$100,000	
Demolition and Increased Cost of Construction		Policy Limit	
Errors and Omissions	Sublimit	\$1,000,000	
Expediting Expenses	Sublimit	\$250,000	
Extended Period of Liability		90 Days	
Extra Expense	Sublimit	Sublimit \$100,000	
Fine Arts	Sublimit	\$250,000, Not to Exceed \$10,000 Per Item for Irreplaceable Fine Arts	
Green Coverage	Sublimit	\$50,000 not to Exceed 25% of the Amount of the Property Damageloss	
Ingress/Egress	Sublimit	\$500,000	
Land and Water Clean up Expense	Sublimit	\$50,000	Annual Aggregate
Leasehold Interest	Sublimit	\$250,000	
Locks and Keys	Sublimit	\$100,000	
Logistics Extra Cost	Sublimit	\$100,000	
Money and Securities	Sublimit	\$100,000	
Newly Acquired Property	Sublimit	\$2,500,000	



Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Off-Premises Service Interruption -Property Damage and off- Premises Service Interruption - Business Interruption Combined	Sublimit	\$500,000	
Owned Network Interruption		Included in Cyber Event Limit	
Professional Fees	Sublimit	\$100,000	
Property Removed from a Location	ĺ	Policy Limit	
Protection and Preservation of Property -Business Interruption		Policy Limit	
Protection and Preservation of Property -Property Damage	Sublimit	Policy Limit, Not to Exceed \$250,000 for Security Costs	
Research and Development	Sublimit	\$250,000	
Soft Costs	Sublimit	\$100,000	
Supply Chain	Sublimit	\$500,000	
Tax Treatment	Sublimit	\$100,000	
Tenants Legal Liability	Sublimit	\$100,000	
Terrorism	Sublimit	\$100,000 Annual Aggregate, Not to Exceed \$100,000 Annual Aggregate for Flood and Property Removed from a Location Combined	
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(S)	Sublimit	\$100,000 for Property Located in the United States of America	
Transit	Sublimit	\$500,000, Not to Exceed \$250,000 for Business Interruption	
Unnamed Property	Sublimit	\$1,000,000	
Valuable Papers and Records	Sublimit	\$500,000, Not to Exceed \$10,000 Per Item for Irreplaceable Valuable Papers and Records	

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	-

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	All Risks of Physical Loss or Damage

Endorsements include, but are not limited to:

DESCRIPTION
United States Certified Act of Terrorism - PRO 207 (01/20)
Declarations Page - PRO DEC 4100 (04/15)
Declarations - PRO S-1 4100 (01/20)



Endorsements include, but are not limited to:

DESCRIPTION

All Risk Coverage - PRO AR 4100 (06/21)

Supplemental United States Certified Act of Terrorism Endorsement - AFM 7312 (06/21)

Oklahoma Amendatory Endorsement - AFM 6242 (04/15)

Exclusions include, but are not limited to:

DESCRIPTION

Government Action Exclusion

War Exclusion

Nuclear Hazard, Power Failure

Specific Flood Exclusion - PRO 128 (01/17)

Transmission and Distribution Systems Exclusion - PRO 132 (01/19)

Binding Requirements:

DESCRIPTION

Subject to:

- Signed Acceptance or Rejection of Terrorism Insurance Coverage

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Policy Territory

Coverage Provided by This Policy is Limited to Property While Located Within the United States of America.

Cyber Coverage Territory

Coverage Provided in Data Restoration; Data Service Provider Property Damage and Business Interruption and Owned Network Interruption is Limited to Anywhere in the World Except Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

Premium \$405,229.00

ESTIMATED PROGRAM COST \$405,229.00

TRIA/TRIPRA PREMIUM

\$12,157.00 (+ Additional Surcharges, Taxes and Fees as applicable)



Premium Summary

The estimated program cost for the options are outlined in the following table:

		EXPIRING PROGRAM		PROPOSED PROGRAM	
LINE OF COVERAG	E	CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property	Premium Estimated Cost Annualized Cost TRIA Premium	Affiliated FM Insurance Company (Factory Mutual Insurance Company)	\$343,509.00 \$343,509.00 - Excluded	Affiliated FM Insurance Company (Factory Mutual Insurance Company)	\$405,229.00 \$405,229.00 - \$12,157.00
Total Estimated Program Cost	TRIA FIGHIUM		\$343,509.00		\$405,229.00

Quote from Affiliated FM Insurance Company (Factory Mutual Insurance Company) is valid until 12/1/2021

Gallagher is responsible for the placement of the following lines of coverage:

Property

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients. What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve capital and cash flow management by spreading out premium payments over the policy period.
- Allows for consolidation of multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated ACH options and flexible payment terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.



Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Affiliated FM Insurance Company (Factory Mutual Insurance Company)	Property	Annual	Agency Bill



Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value = \$1,000,000

Coinsurance Amount = 80% Deductible = \$500

Insurance Required = \$800,000 (80% of \$1,000,000)

Insurance Carried = \$400,000 Loss Incurred = \$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried) x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

\$800,000

(Insurance Required)

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.



Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Affiliated FM Insurance Company	A+ XV	Admitted

^{*}Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

- 1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer



These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



Client Signature Requirements



Coverages for Consideration

Overview

- · A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Property / Inland Marine

· Inland Marine

Other Coverage Considerations

- · Cyber Liability
- · Directors & Officers Liability
- · Employment-Related Practices Liability
- · Fiduciary Liability
- · Professional Liability



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/3/2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER	
□ Accept □ Reject Property		
	Affiliated FM Insurance Company	
□ Accept □ Reject	TRIA	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:	
Producer/ Insured Coverage Amendments and Notes:	

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Property/Inland Marine ☐ Yes ☐ No - Inland marine Other Coverages to Consider ☐ Yes ☐ No - Cyber Liability ☐ Yes ☐ No - Directors and Officers Liability ☐ Yes ☐ No - Employment-Related Practices Liability ☐ Yes ☐ No - Fiduciary liability ☐ Yes ☐ No - Professional Liability

Other Services to Consider

City Of Norman, OK and Norman Utilities Authority



□ Yes	□ No - CORE 360 [™] Loss Control Portal	
□ Yes	□ No - eRiskHub	
Gallagh punitive arising	ner's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 mer shall only be liable for actual damages incurred by Client, and shall not be liable for any is damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, out of, relating to or in any way connected with this Agreement or any Services provided herearty any later than two (2) years after the accrual of such claim or cause of action.	ndirect, consequential or statutory, or otherwise),
•	ner has established security controls to protect Client confidential information from unauthorinal information, please review Gallagher's Privacy Policy located at https://www.ajg.com/priv	
	read, understand and agree that the above information is correct and has been disclosed to ner to bind coverage and/or provide services to us.	us prior to authorizing
Ву:		
	Print Name (Specify Title)	
	Company	
	Signature	
Date:		



Statement of Values (SOV)

(Refer to attached statement of values)



Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: City Of Norman, OK and Norman Utilities Authority

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Property	Affiliated FM Insurance Company (Factory Mutual Insurance Company)	N/A	\$405,229.00	15 %	

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

^{*} A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

³ The commission rate is a percentage of annual premium excluding taxes & fees.

^{*} Gallagher is receiving ____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Property	Subject to:
Affiliated FM Insurance Company	- Signed Acceptance or Rejection of Terrorism Insurance Coverage



Claims Reporting By Policy

Immediately Report all claims.

Direct Reporting [Only When Applicable]

- Property
- Affiliated FM Insurance Company
- Phone# 877-639-5677
- Email: newlossdallas@fmglobal.com

CORE360™ Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's CORE360™ Loss Control Portal is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ **Loss Control Portal**:

- Access up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- Save valuable time by assigning employee training and monitoring their latest progressand completion.
- Simplify the process of training to stay in compliance and avoid costly penalties.
- Onboard and train an unlimited number of users while enhancing your overall riskcontrol program.
- Customize your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee

for an added fee.

Please visit

ajg.com/LossControlPortal to learn more.

Most Popular Training Modules:

- · Sexual Harassment and Discrimination
- · Slip, Trip and Fall Training
- · Electrical Safety Training
- · Back Safety Training
- · Bloodborne Pathogens
- · Safe Lifting Practices
- · Defensive Driving Basics
- · Fire Prevention Basics
- Personal Protective Equipment
- · GHS Hazard Communication















Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management progrethat leverages our analytical tools and diverse resourt for customized, maximum impact on six cost drivers of your total cost of risk.





To access the Gallagher | eRiskHub®

- 1. Navigate to https://eriskhub.com/ gallagher
- 2 Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
- 3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training An overview of best practices for creating an effective security training program for employees.
- · Strategic Third-Party Relationships and Partner Resources Information on thirdparty vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.



Appended Documents





INSURANCE PROPOSAL FOR City of Norman and Norman Utilities Authority

To: Denise Engle From: Emily Coakwell
At: Arthur J. Gallagher & Co. (Oklahoma) Date: 27 October 2021

A. POLICY TERM

FROM: 1 December 2021 12:01 a.m. Standard Time TO: 1 December 2022 12:01 a.m. Standard Time

B. NAMED INSURED

City of Norman and Norman Utilities Authority

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 234,535,256 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption and Owned Network Interruption is limited to anywhere in the world except Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

E. INSURANCE PROVIDED

Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

Sub-Limited Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, not to exceed the limits of liability specified for the coverages indicated, while located as follows:

There shall be no liability under this Policy when "NOT COVERED" is shown.

See attached Schedule of Sub-Limited Locations





F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

Accounts Receivable	USD 1,000,000	
Arson or Theft Reward	USD 100,000	
Attraction Property	USD 100,000	
boiler and machinery	Policy Limit	
Brand Protection	Policy Limit	
Change of Temperature	USD 100,000	
Civil or Military Authority	30 days	
Communicable Disease - Property Damage and Communicable Disease - Business Interruption combined	USD 1,000 annual aggregate, not to exceed 12 months	
Contractual Penalties	USD 100,000	
Crisis Management	USD 100,000, not to exceed 30 days	
cyber event	 USD 1,000 annual aggregate for Data Restoration and Owned Network Interruption combined USD 1,000 annual aggregate for Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined USD 50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on. 	
Data Restoration	USD 500,000 annual aggregate	





Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined	USD 50,000 annual aggregate
Debris Removal	Policy Limit
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 50,000,000 annual aggregate, not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Errors and Omissions	USD 1,000,000
Expediting Expenses	USD 250,000
Extended Period of Liability	90 days
Extra Expense	USD 100,000
fine arts	USD 250,000, not to exceed USD 10,000 per item for irreplaceable fine arts
Flood	USD 50,000,000 annual aggregate, not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Green Coverage	USD 50,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	USD 500,000
Land and Water Clean Up Expense	USD 50,000 annual aggregate
Leasehold Interest	USD 250,000
Locks and Keys	USD 100,000
Logistics Extra Cost	USD 100,000

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Money and Securities	USD 100,000
Newly Acquired Property	USD 2,500,000
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption combined	USD 500,000
Owned Network Interruption	Included in cyber event limit
Professional Fees	USD 100,000
Property Removed from a Location	Policy Limit
Protection and Preservation of Property - Business Interruption	Policy Limit
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	USD 250,000
Soft Costs	USD 100,000
Supply Chain	USD 500,000
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate, not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 100,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 1,000,000
valuable papers and records	USD 500,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records





G. QUALIFYING PERIODS AND DEDUCTIBLES

OUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage and Communicable Disease - Business Interruption	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage and Data Service Provider - Business Interruption	24 hours
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption	24 hours
Owned Network Interruption	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the **location** where loss or damage occurs, in accordance with the valuation section of this Policy.

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2. The annual Business Interruption value that would have been earned at the location where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other locations where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

boiler and machinery	Property Damage: USD 10,000	
	Business Interruption: 1 day equivalent	
earthquake	USD 100,000 per location	
Flood	USD 100,000 per location	
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption	Property Damage: USD 10,000 Business Interruption: 1 day equivalent	
water damage	USD 100,000	





wind and hail	USD 50,000 per location, except for the following:
	 USD 100,000 per location for the following locations: Location No. 005, 2000 West Brooks Street, Norman, Oklahoma, 73069, USA; Location No. 026, 201A West Gray Street, Norman, Oklahoma, 73069, USA; Location No. 027, 201 West Gray Street, Norman, Oklahoma, 73069, USA; Location No. 028, 201C West Gray Street, Norman, Oklahoma, 73069, USA; Location No. 108, 3001 East Alameda Street, Norman, Oklahoma, 73069, USA and Location No. 112, 3051 Alameda Street, Norman, Oklahoma, 73071, USA
	 USD 200,000 per location for the following locations: Location No. 007, 1701 12th Avenue Northeast, Norman, Oklahoma, 73071, USA; Location No. 024, 201B West Gray Street, Norman, Oklahoma, 73069, USA; Location No. 087, 2400 Westport Drive, Norman, Oklahoma, 73069, USA; Location No. 014, 636 & 676 & 668 East Lindsey Street, Norman, Oklahoma, 73069, USA and Location No. 017, 3901 Chautauqua Avenue, Norman, Oklahoma, 73072, USA
	3. USD 300,000 per location for the following locations: Location No. 001, 3428 South Jenkins Avenue, Norman, Oklahoma, 73019, USA; Location No. 012, 1301 Da Vinci Street, Norman, Oklahoma, 73069, USA; Location No. 082, 2900, 3000 & 3001 East Robinson Street, Norman, Oklahoma, 73071, USA; Location No. 105, 1507 West Lindsey Street, Norman, Oklahoma, 73069, USA and Location No. 127, 103 West Acres Street, Norman, Oklahoma, 73069, USA
All Other Losses	USD 10,000

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H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. Specific Flood Exclusion - PRO 128 (01/17)

ADDITIONAL COVERAGES, Flood, does not apply to any property at the following location(s):

Loc. No.	Title	Address
010		West End, Little River Road, Norman, Oklahoma, 73071,
		USA
015		3942 Jenkins Avenue, Norman, Oklahoma, 73072, USA
017		3901 Chautauqua Avenue, Norman, Oklahoma, 73072,
		USA
030		444 South Flood Avenue, Norman, Oklahoma, 73069, USA
067		2498 East Franklin Road, Norman, Oklahoma, 73071, USA
068		3398 East Franklin Road, Norman, Oklahoma, 73071, USA
082		2900, 3000 & 3001 East Robinson Street, Norman,
		Oklahoma, 73071, USA
083		3500 South Jenkins Avenue, Norman, Oklahoma, 73072,
		USA
084		398 Bratcher-Miner Road, Norman, Oklahoma, 73072,
		USA
085		121 East Constitution Street, Norman, Oklahoma, 73072,
		USA
121		4799 West Rock Creek Road, Norman, Oklahoma, 73072,
		USA
133		5198 East Franklin Road, Norman, Oklahoma, 73026, USA
134		5499 60th Avenue NE, Norman, Oklahoma, 73026, USA
136		3197 60th Avenue NE, Norman, Oklahoma, 73026, USA
146		3803 Chautauqua Avenue, Norman, Oklahoma, 73072,
		USA

2. Transmission and Distribution Systems Exclusion - PRO 132 (01/19)

PROPERTY EXCLUDED is amended to include:

Transmission and distribution systems, except at a **described location** but not within the 1,000 feet extension provided by the PROPERTY INSURED wording.

I. SPECIAL TERMS AND CONDITIONS

1. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

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J. INDEX OF FORMS

The following forms are made part of this Policy:

<u>Title</u>	Form No.	Edition
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(01/20)
All Risk Coverage	PRO AR 4100	(06/21)
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	(06/21)
Oklahoma Amendatory Endorsement	AFM 6242	(04/15)

PREMIUM, FEES AND TAXES

2021 City of Norman and Norman Utilities Authority	<u>Premium</u>	Commission
<u>US</u> Total Premium including the United States Certified Act of Terrorism coverage	USD 417,386	15.00%
Total Premium excluding the United States Certified Act of Terrorism coverage	USD 405,229	15.00%
Total Premium for the United States Certified Act of Terrorism	USD 12,157	15.00%

If the option to purchase coverage for the Supplemental United States Certified Act of Terrorism is elected, the Sub-Limit for Supplemental United States Certified Act of Terrorism will be amended to Policy Limit.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and AFM forms versus your application are not provided.

This proposal expires 1 December 2021.





SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001		3428 South Jenkins Avenue, Norman, Oklahoma, 73019, USA
002		405 East Constitution Street, Norman, Oklahoma, 73072, USA
003		515 East Constitution Street, Norman, Oklahoma, 73072, USA
004		125 Vicksburg Avenue, Norman, Oklahoma, 73071, USA
005		2000 West Brooks Street, Norman, Oklahoma, 73069, USA
006		329 South Peters Avenue, Norman, Oklahoma, 73069, USA
007		1701 12th Avenue Northeast, Norman, Oklahoma, 73071, USA
008		4145 West Robinson Street, Norman, Oklahoma, 73072, USA
009		SW 24th Avenue, Norman, Oklahoma, 73069, USA
010		West End, Little River Road, Norman, Oklahoma, 73071, USA
011		121 North Peters Avenue, Norman, Oklahoma, 73069, USA
012		1301 Da Vinci Street, Norman, Oklahoma, 73069, USA
013		1472 Da Vinci Street, Norman, Oklahoma, 73069, USA
014		636 & 676 & 668 East Lindsey Street, Norman, Oklahoma, 73069,
011		USA
015		3942 Jenkins Avenue, Norman, Oklahoma, 73072, USA
016		215 East Constitution Street, Norman, Oklahoma, 73072, USA
017		3901 Chautauqua Avenue, Norman, Oklahoma, 73072, USA
018		411 East Main Street, Norman, Oklahoma, 73071, USA
019		2211 West Boyd Street, Norman, Oklahoma, 73069, USA
020		500 East Constitution Street, Norman, Oklahoma, 73072, USA
021		1000 168th Avenue Northeast, Norman, Oklahoma, 73026, USA
022		7405 East Alameda Drive, Norman, Oklahoma, 73026, USA
023		2207 Goddard Avenue, Norman, Oklahoma, 73069, USA
024		201B West Gray Street, Norman, Oklahoma, 73069, USA
025		4323 Country Club Terrace, Norman, Oklahoma, 73072, USA
026		201A West Gray Street, Norman, Oklahoma, 73069, USA
027		201 West Gray Street, Norman, Oklahoma, 73069, USA
028		201C West Gray Street, Norman, Oklahoma, 73069, USA
029		101 East Main Street, Norman, Oklahoma, 73069, USA
030		444 South Flood Avenue, Norman, Oklahoma, 73069, USA
031		508 North Peters Avenue, Norman, Oklahoma, 73069, USA
032		123 Beal Street, Norman, Oklahoma, 73069, USA
033		1001 East Robinson Street, Norman, Oklahoma, 73071, USA
034		3280 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
035		200 South Jones Avenue, Norman, Oklahoma, 73069, USA
036		200 West Daws Street, Norman, Oklahoma, 73069, USA
037		3199 36th Avenue Northwest, Norman, Oklahoma, 73072, USA
038		Boyd Street & Wylie Road, Norman, Oklahoma, 73072, USA
039		600 East Lindsey Street, Norman, Oklahoma, 73069, USA
040		2498 36th Ave NE, Norman, Oklahoma, 73026, USA
041		1898 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
042		3098 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
043		2598 9th Avenue Northeast, Norman, Oklahoma, 73071, USA
044		1398 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
045		2498 East Robinson Street, Norman, Oklahoma, 73071, USA
047		1399 East Rock Creek Road, Norman, Oklahoma, 73071, USA





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048	3498 North Highway 77, Norman, Oklahoma, 73071, USA
049	3998 North Highway 77, Norman, Oklahoma, 73071, USA
050	4798 North Highway 77, Norman, Oklahoma, 73071, USA
051	4198 North Highway 77, Norman, Oklahoma, 73071, USA
052	4599 North Highway 77, Norman, Oklahoma, 73071, USA
053	5099 North Interstate Drive, Norman, Oklahoma, 73069, USA
054	1/2 mi N. of Franklin Rd, Norman, Oklahoma, 73026, USA
055	5999 North Interstate Drive, Norman, Oklahoma, 73069, USA
056	6398 North Interstate Drive, Norman, Oklahoma, 73072, USA
057	6798 North Interstate Drive, Norman, Oklahoma, 73072, USA
058	900 Blk of East Apache Street, Norman, Oklahoma, 73071, USA
059	NE 12th Avenue & Robinson Street, Norman, Oklahoma, 73071, USA
060	East Carter Street & East Robinson Street, Norman, Oklahoma, 73071, USA
061	1/2 mi E. of NE 13th & Robinson, Norman, Oklahoma, 73071, USA
062	3599 North Porter Avenue, Norman, Oklahoma, 73071, USA
063	3298 12th Avenue Northeast, Norman, Oklahoma, 73071, USA
064	1898 East Tecumseh Road, Norman, Oklahoma, 73071, USA
065	3298 24th Avenue Northeast, Norman, Oklahoma, 73071, USA
066	4298 24th Avenue Northeast, Norman, Oklahoma, 73071, USA
067	2498 East Franklin Road, Norman, Oklahoma, 73071, USA
068	3398 East Franklin Road, Norman, Oklahoma, 73071, USA
069	4298 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
070	3798 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
071	4298 East Tecumseh Road, Norman, Oklahoma, 73026, USA
072	5401 East Tecumseh Road, Norman, Oklahoma, 73026, USA
073	5897 East Tecumseh Road, Norman, Oklahoma, 73026, USA
074	5799 North Floyd Cox Drive, Norman, Oklahoma, 73026, USA
075	6000 Corky Drive Northeast, Norman, Oklahoma, 73026, USA
076	6799 Day Drive, Norman, Oklahoma, 73026, USA
077	2198 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
078	7799 East Rock Creek Road, Norman, Oklahoma, 73026, USA
079	1399 Paso de Vaca Drive, Norman, Oklahoma, 73026, USA
080	1200 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
081	451 West Robinson Street, Norman, Oklahoma, 73069, USA
082	2900, 3000 & 3001 East Robinson Street, Norman, Oklahoma, 73071, USA
083	3500 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
084	398 Bratcher-Miner Road, Norman, Oklahoma, 73072, USA
085	121 East Constitution Street, Norman, Oklahoma, 73072, USA
086	415 East Main Street, Norman, Oklahoma, 73071, USA
087	2400 Westport Drive, Norman, Oklahoma, 73069, USA
088	3180 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
089	1900 West Robinson Street, Norman, Oklahoma, 73069, USA
090	3901 36th Avenue Northwest, Norman, Oklahoma, 73072, USA
091	1198 48th Avenue Northeast, Norman, Oklahoma, 73026, USA
092	859 36th Avenue Northeast, Norman, Oklahoma, 73026, USA
093	4698 96th Avenue Northeast, Norman, Oklahoma, 73026, USA
094	4799 72nd Ave NE, Norman, Oklahoma, 73069, USA
095	3998 72nd Avenue Northeast, Norman, Oklahoma, 73026, USA
096	6699 East Tecumseh Road, Norman, Oklahoma, 73026, USA
097	8399 East Rock Creek Road, Norman, Oklahoma, 73026, USA
098	4398 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
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099	4303 84th Avenue Northeast, Norman, Oklahoma, 73026, USA
100	4703 91st Avenue Northeast, Norman, Oklahoma, 73026, USA
101	101 West Gray Street, Norman, Oklahoma, 73069, USA
102	113 West Gray Street, Norman, Oklahoma, 73069, USA
103	115 West Gray Street, Norman, Oklahoma, 73069, USA
104	2351 Goddard Avenue, Norman, Oklahoma, 73069, USA
105	1507 West Lindsey Street, Norman, Oklahoma, 73069, USA
106	1310 Da Vinci Street, Norman, Oklahoma, 73069, USA
108	3001 East Alameda Street, Norman, Oklahoma, 73069, USA
109	1898 Legacy Park Drive, Norman, Oklahoma, 73069, USA
110	1311 Da Vinci Street, Norman, Oklahoma, 73069, USA
111	1317 Da Vinci Street, Norman, Oklahoma, 73069, USA
112	3051 Alameda Street, Norman, Oklahoma, 73071, USA
113	3432 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
114	198 36th Avenue SE, Norman, Oklahoma, 73072, USA
115	2595 East Robinson Street, Norman, Oklahoma, 73071, USA
116	2699 East Post Oak Road, Norman, Oklahoma, 73068, USA
118	2996 East Rock Creek Road, Norman, Oklahoma, 73071, USA
119	3496 Wood Valley Road, Norman, Oklahoma, 73071, USA
120	4199 12th Avenue NE, Norman, Oklahoma, 73071, USA
121	4799 West Rock Creek Road, Norman, Oklahoma, 73072, USA
122	499 Sandpiper Lane, Norman, Oklahoma, 73071, USA
123	594 24th Avenue NE, Norman, Oklahoma, 73071, USA
124	598 Coalbrook Drive, Norman, Oklahoma, 73071, USA
125	698 Accipiter Street, Norman, Oklahoma, 73072, USA
126	4799 12th Avenue NW, Norman, Oklahoma, 73069, USA
127	103 West Acres Street, Norman, Oklahoma, 73069, USA
128	1800 Northcliff Avenue, Norman, Oklahoma, 73071, USA
129	8495 East Franklin Road, Norman, Oklahoma, 73026, USA
130	8481 East Tecumseh Road, Norman, Oklahoma, 73026, USA
131	10999 East Tecumseh Road, Norman, Oklahoma, 73026, USA
132	4486 East Franklin Road, Norman, Oklahoma, 73026, USA
133	5198 East Franklin Road, Norman, Oklahoma, 73026, USA
134	5499 60th Avenue NE, Norman, Oklahoma, 73026, USA
135	5192 East Tecumseh Road, Norman, Oklahoma, 73026, USA
136	3197 60th Avenue NE, Norman, Oklahoma, 73026, USA
137	3801 108th Avenue NE, Norman, Oklahoma, 73026, USA
140	3408 Jenkins Avenue, Norman, Oklahoma, 73072, USA
141	15295 State Highway 9, Norman, Oklahoma, 73026, USA
142	3240 108th Avenue Northeast, Norman, Oklahoma, 73026, USA
143	2797 East Robinson Street, Norman, Oklahoma, 73071, USA
144	3599 84th Avenue Southeast, Norman, Oklahoma, 73026, USA
145	3440 South Jenkins Avenue, Norman, Oklahoma, 73072, USA
146	3803 Chautauqua Avenue, Norman, Oklahoma, 73072, USA
170	5005 Chautauqua Avenue, Norman, Oktanoma, 75072, OSA





SCHEDULE OF SUB-LIMITED LOCATIONS

Sub-Limited Location Schedule

Loc. No.	Title	Address				
147		531 East Symmes Street, Norman, Oklahoma, 73071, USA				
Sub-lin	nit of liability:					
Loc	ation Limit	USD 100,000 not to exceed				
Po	ersonal Property	NOT COVERED				
R	eal Property	USD 100,000				
В	usiness Interruption	NOT COVERED				





POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Norman and Norman Utilities Authority

Date: 27 October 2021

Account Number: 57162

Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended, gives you the right as part of your property insurance program to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Under this formula, the United States government generally pays 80% of covered terrorism losses exceeding a statutorily established deductible paid by the insurer referenced above. The Terrorism Risk Insurance Act, as amended, contains a USD 100 billion cap that limits the U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one program year exceeds USD 100 billion. If the aggregate insured losses for all insurers exceed USD 100 billion, your coverage may be reduced.

The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the act.

Acceptance or rejection of terrorism insurance coverage: under federal law, you have the right to accept or reject this offer of coverage for terrorist acts covered by the act as part of your property insurance program. If we do not receive this signed disclosure form prior to property insurance program inception date of 1 December 2021, then your property insurance program will reflect your decision not to purchase the terrorism coverage provided by the act.

I hereby elect to purchase coverage for temperature does not include applicable taxed	rrorist acts covered by the act for a premium of USD 12,157 . This es or surcharges.
I hereby decline this offer of coverage for	terrorist acts covered by the act.
Policyholder/Applicant Signature	Date
Print Name	-

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT,

AND/OR POSTPONEMENT OF AN INCENTIVE PAYMENT IN THE AMOUNT OF \$8,143 FROM THE PEPSI BEVERAGES COMPANY TO THE NORMAN MUNICIPAL AUTHORITY FOR THE EXCLUSIVE SALE OF PEPSI PRODUCTS AT THE WESTWOOD GOLF COURSE AND WESTWOOD FAMILY AQUATIC CENTER AND BUDGET

APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On February 26, 2019, the Norman Municipal Authority entered into Contract Number K-1819-105 for the exclusive sale of Pepsi products at the Westwood Family Aquatic Center and the Westwood Golf Course. Pepsi Co.'s incentive package included a year one signing bonus of \$10,000 and a developmental fund payment of \$7,000 per year in years two, three, four, and five. Additional incentives include 200 cases of free water, rebates of \$1.00 per gallon of fountain syrup purchased, and \$2.00 per case of 20 oz. bottles purchased. The total incentive package from Pepsi Co. is \$38,000 spread over five years.

DISCUSSION:

This incentive payment is for year four of the contract, which includes a \$7,000 developmental fund payment and \$1,143 in rebates for the purchase of Pepsi products, which were sold at Westwood. The developmental and rebate incentive will be used for repairs and restaurant equipment upgrades to the concession area and kitchen.

RECOMMENDATION:

It is recommended that the NMA and City accept the incentive payment of \$8,143 from the Pepsi Beverage Company to be deposited into Westwood Fund, Concession-Restaurant revenue account (Org 297 Object 345611). City staff further recommends an appropriation of those funds to the Minor Equipment account (Org 29770035 Object 43609) for various concession area improvements at the Westwood Golf Course Grill.

DocuSign Envelope ID: 8578AA30-92B1-4C85-ABD7-6B6238845E5E



PepsiCo Distributor Partnership Beverage Agreement C

COF: 3749201

This Agreement ("Agreement") between, Bottling Group, LLC, on behalf of itself and its affiliates, operating as Pepsi Beverages Company, an operating unit of PepsiCo, Inc. ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), sets forth the agreement of the parties with respect to the purchase of Products.

<u>Definitions</u>. As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.
"Cases" shall mean the cases of bottle and can Products (24 units per case) purchased by the Customer.

"Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.
"Gallons" shall mean the gallons of postmix Products purchased by the Customer.

d. "Gallons" snall mean the gallons or postmix Products purchased by the Customer.

e. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.

f. "Products" shall mean beverage products (including postmix or bottle and can ("B&C")) manufactured, sold, or distributed by PBC or any other beverages otherwise authorized by PBC for purchase

and resale through Equipment provided by PBC. all of which may be amended by PBC from time to time.

g "Term" The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

2. Consideration. In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following - if applicable as indicated on the first page of this Agreement:

a. Equipment. PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the

a. <u>Equipment.</u> PBC of one or its animates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies may be updated or modified by PBC from time to time. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment or parts lost or damaged by fire, theft, accident, or any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, b. Funding. As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusively-non-exclusive status of the Customer, For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal provide such consideration provided the Customer (1) has paid in full, without offsets,

PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement

3. Product Price. Prices for Products (including for Ancillary Products, if applicable) shall be determined by the applicable Distribution

a. Breach and Termination. In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.

b. Remedies. If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to

which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Equipment provided to Custominary PD pursuant to mis Agreement; and (ii) Customer snail reimburse PBC for a prorated portion or any tunding or upmont payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate. and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach. Customer as of the date of such breach.

c. Fallure to meet Minimum Thruput Requirement. Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the c. Pallure to meet Minimum i inruput Hequirement. Inrougnout the Term, it customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment emphase the terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic

d. Equipment upon Expiration or Termination of this Agreement. If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be

e. Right of Offset. PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.

f. Customer Representation. Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of,

g. Non-Disclosure. Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written

h. Assignment/Acquisition. The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, n. Assignment Acquisition. The Customer shall not sell, assign, transfer or onewise encurring any interest in the Agreement without prior written consent or PSC. In the event that the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.

1. Unauthorized Reselling and/or Transshipment. PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without approach if the Customer receils Products in a manner and authorized husbic Agreement applications or for discriptions and continue and PBC. I continue to the PBC Lections of the PBC Lections of the PBC Lections of the page of the pBC Lections of the pBC Lections of the pBC Lections of the page of the pBC Lections of the pBC

notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.

J. Right of First Refusal. Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with

In parties nave not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. k. Trademarks. PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.

the extent allowed by this Agreement.

I. Indemnification. Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to PBC's quality and handling requirements related to) PBC's Equipment, Products or IP/Trademarks.

m. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including

prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer			
Signature: SAST	Date:	Signature:	Date:		

Item 10.



Minute State of the State of th					nip Bever	age Agreement C
	NORMAN MUNICPAL AUTI	Custome	r Inforn	nation		THE WAR SHARE
Name of Business:	NORMAN MUNICPAL AUTHORITY CITY OF NORMAN PARKS AND RECREATION			Customer E-mail:		
	TASON OLSEN			COF Number(s):		
Primary Contact: Address:	201			(include all numbers)		
City:			_	Fed Tax Id #:		
State:			_	State Tax Id #: Business Phone:	105-266-5476	0 0-11 #
	73070			Business Owner:	403-300-347	9 Cell #:
	PBC Information				greement Te	erm
1 1/2 DESCRIPTION OF THE PROPERTY OF THE PROPE	HOMA CITY OK			Agreement Start Date:		1/2018
	S Stewart Rout			Agreement End Date**:		0/2023
Sales Method: Authoriz	ed FS Distributor (Distribu	Phone #: 4052696842)	Or Volume Threshold (Agreement automatically renews each	15,0	000 lation is received at least ninety (90) days
				prior to the end of the term)	. your amous cancer	audit is received at least filliety (50) days
	PBC Agrees To:	(Check Boxes and	Specify			
Loan at no charge (ex	cept where prohibited by la	w - in which event PBC		** Volume Based Term (Chec	mer Agrees	
shall charge the minim	num legal rental fee allowed her equipment to the Custo	d), where and as necessary	$ _{x}$	* The Term of this Agreement	shall commence of	on the Agreement Start Date listed
operated pursuant to t	the terms and conditions of	this Agreement (as		above, and end on the later of:	: (1) 9/30/2023	or (2) the date on which n the Authorized FS Distributor
specified on reverse s			-	meets or exceeds 15,000 EXCLUSIVITY - Customer agr	Gallons/Cases.	
X Coolers: One-Do	ement shall be as follows (f	ill out as applicable): Three-Door Counter-	$ _{x}$	below at the Outlet. The Produ	ucts shall be the o	only beverages of their respective
top Energy		Tilled Book Godiner-	^	types sold, dispensed or other displayed, represented or pron	noted at or in conf	nection with the Customer's
Fountain: 6 Valv	e 8 Valve Bar go Refreshing Iced Tea	, , , , , , , , , , , , , , , , , , , ,		Outlet. NON-EXCLUSIVITY – Custo	omer agrees to s	erve the Products indicated
Slush FUB Unit	Refreshing iced Tea	Juice Frozen		below at the Outlet, provided Customer with fountain Equip	that Customer a	agrees that if PBC has provided
Other (Specify):				postmix Products exclusively	at its Outlet.	
A law), periodic maintena	ance, necessary service an	(except where prohibited by d repairs to all Equipment		Unless otherwise authorized requirements for Products di	rectly from the F	S Distributor indicated above
loaned to Customer pu	irsuant to this Agreement.	ke available for purchase by	non-PBC Products (food or beverages) in Equipment. Abide by the terms and conditions of this Agreement regardless of any			nent provided to the Customer
Customer, the beverag	ge Products and branded cu	ups as listed below (subject				uipment
	to be determined by such	Distributor. e as a Basic Level Member of				Authorized FS Distributor above.
		e as a basic Level Member of	Thus, in the event Customer ceases to do business with the Authorized FS Distributor, Customer shall provide PBC prompt notice and shall work with PBC ensure that any new supplier of beverages will be able to provide Products to Customer in accordance with this Agreement (and thereby be substituted as th		ess with the Authorized FS	
pepsirewar					e able to provide Products to	
**PBC expressly reserved.	ves the right to modify or eli m and/or its requirements at	minate the Pepsi	x	new Authorized FS Distributor).	. In the event that	the proposed new supplier is not
shall notify Customer of	of any such changes prior to	implementation	^	able to provide Customer with I supplier that it cannot purchase	its beverage regu	uirements from said supplier and
* Visit www.pepsirew	ed, earned points will expire after two years PBC shall use commercially reasonable efforts to notify and provide Cu with an alternative Sales Method (either via another authorized distributions).			her authorized distributor or direct		
For additional local P	BC Field input:			selling). In all such events, Cus PBC Products pursuant to the to	stomer shall be re-	quired to continue purchasing
exceed \$1,000. Ver	16.9oz water or 12cm nding commission 30%	6 Not to		any applicable terms and condi- communicated to Customer by	tions pertaining to	the alternative Sales Method as
			X	REQUIRED PRODUCTS. Pure	chase, stock and	distribute at least each of the
AGREED TO AND ACCEPT	ED BV:			Required Products (as specifi	ied below) at all	times during the Term.
For Pepsi Beverages Con			VE	Required Packag		
			(AMF		.5oz (RTD Coffe Cups Other:	e) 12oz Cans 16oz
	7, 1					
Signature:	700	Date	FOU	NTAIN/POSTMIX SKU REQU	IREMENTS: (M	ust carry minimum of Six
			FS D	the selection of Fountain/Poistributor)	Stmix Products	carried by the Authorized
Print Name		T	Peps Dt Pa	i DtPepsi Mist Mepsi DtDew MistFree	Mountain Dew	Brisk Tea Mug CF
For Customer		Title		n Refreshing Iced Tea: Sweet,	Dr Pepper Unsweet, Other	Crush Dt Dr Pepper Frozen Slush
1 or oustomer			Juice	BIB Juice Cartridge		3, (car = 220,0 x 5500,000)
				TLE SKU REQUIREMENTS: I		
Signature:		Date		All shall be 16.9 oz bottles unle		
				Platinum: Must Purchase Pe plus any three additional SKU	epsi, Dt Pepsi, Mi s from brands be	ist, Mountain Dew, Aquafina
Drint Name			Gold: Must Purchase any five skus from brands below:			
Print Name		Title		Silver: Must Purchase any t	three skus from	brands below:
		Pepsi, Diet Pepsi, Mountain Dew, Mist, Aquafina, Mug, Lipton, Life Water (20				
			I	oz), Starbucks R	TD (9.5/6.5oz),	AMP (16oz)
			X	Comply with the Terms of the by reference herein, including	nis Agreement a ng all terms and	s specified or incorporated conditions specified on

Item 10.



British .					or Partne	ership Be	everage Ag	greement C
		NORMAN MUNICIP		Information			Mary and the	
Nam	e of Business:		PARKS AND RECREATION DEPARTMENT	Customer				
Pri	mary Contact:	JASON OLSEN		COF Num	-0.(0).	9201		
	Address:	201 W. GRAY BL	DG C					
	City:	NORMAN		State Ta				
	State:	ОК			Phone: 405	-366-5479	Cell #:	
	Zip Code:	73070		- Business (Owner:			
		PBC Info	rmation			Agreem	ent Term	TO THE RESERVE
	Location(s):	OKLAHOMA C	CITY OK					
	and the second s	silas Stewart	Route #:	Agr	eement Start	Date: 10/	1/2018	
PBC I	Market Unit: OK	CLAHOMA MKT	Phone # 4052696842		eement End	Date: 9/3	0/2023	
	_		PBC AGREE	MENT OVER	VIEW			F-90.
		10000		Product	Units Per Cas		HEDULE A	Conditional Increased Rebate
X	loaned or rente	ed to Customer by PBC	current locations of all Equipment ("Equipment List"), which shall include ers. Customer shall provide PBC with		Gallons Per B	IB Case/Gallon	Increased Rebate per Case/Pkg	Condition Condition
	complete Equip	oment List to PBC may		5 Gallon All	1	\$1.00		
			ment nds payable by PBC hereunder	20 oz	24	\$2.00		
	PBC shall pay	Development Funds		A11				
	X Annually: \$7		••••					
х	The second control of		the years 2-5 and shall not					
^	\$7,000 Year	000.00 in total payme	ents.					
	\$7,000 Year	2-3						
	PRC Shall Pay	Marketing Funde* se	follows					
	PBC Shall Pay Marketing Funds* as follows: X Annually: \$500 Semi-Annually: \$ Quarterly: \$		1					
X	*Marketing Fun programs. Deve	nds shall be used for mu clopment Funds may not	utually agreed marketing and other represent a cash payment or be cumulative.					
	Marketing F	und \$500 Per Ye	ar			-		
					116			
	X Annually	crue Rebates* on purc Semi-Annually	hased Products based on Schedule A: Quarterly					
		hedule A under "Rebate						
X			rwise noted in Schedule A \$2.00 Per Case B&C					
	11.00 FEF G	arron Founcain.	32.00 Fer Case Bac					
X	calendar quart	er or year end, as app	unts within 90 days of the end of blicable.					
	Year 1 \$10.		onus of \$10,000.00					
X	Teal 1 310,	000			17.0			
X	If customer rec	ceives shells and pall	ets from PBC they must be returned					
uch a ear o	mounts set for r term, as appli	th in this Agreeme	Is, Rebates, Signing Bonus. All nt shall be earned over the quarter, e refunded pro rata by Customer if e Agreement End Date.				clusions	
-	D TO AND ACCEPT			I ne tollowi	ng Products		from Schedule /	A and will not receive
For F	Pepsi Beverage	es Company		1				
		1(+1						
Signs	ature: () V	WW .	Date					
Signa	ature.		Date					
				-				
Print	Name		Title					
	Customer		1					
Signa	ature:		Date					
Print	Name		Title					

File Attachments for Item:

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



CITY OF NORMAN, OK CITY STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-17: A PERMANENT DRAINAGE EASEMENT DONATED BY DURWIN J. GAITHER FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY

REPAIR PROJECT.

BACKGROUND:

On Thursday, July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure. On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure, which failure would affect these three utilities as well as the structure's stability.

On September 14, 2021, City Council declared the situation at the West Imhoff Road Bridge an emergency and approved Contract K-2122-59 with Haskell Lemon Construction Co., in the amount of \$1,440,695.00 for the repair of the bridge.

These repairs necessitate the City obtaining permanent drainage easements from a total of four (4) parcels. The north side of the bridge is located in the Lakewood Park Addition. This addition was platted in 1956 and, at that time, Imhoff Creek was platted as Lot No. 27 and is controlled by the POA. The other parcels implicated by the City's easement needs are owned by individuals.

DISCUSSION:

To date, two (2) parcels (located on the SW and NW corners of the bridge structure) have agreed to donate permanent drainage easements, and a third permanent easement (located on the NE corner of the bridge structure) will be acquired for the negotiated amount of \$10,460, which amount is inclusive of consideration for significant effect on current landscape features on the property. Those executed easements have been secured and are brought concurrently for City Council consideration. Please see the attached easement for details. As a result, construction has commenced on the south side of the bridge. The remaining acquisition on the north is from the Lakewood Park HOA. Because the HOA is not currently formed as a legal entity, City Staff has worked with members of the HOA to obtain a legal right-of-entry for the emergency construction while continuing to work with the HOA for a long-term solution on the final permanent easement acquisition. This right-of-entry has been approved by a majority of the Lakewood Park Neighborhood property owners.

RECOMMENDATION 1:

Staff recommends acceptance of donated Easement E-2122-17, a permanent drainage easement, be accepted and the filing be directed thereof.

Reviewed by: Joseph Hill, Streets Program Manager

Scott Sturtz, City Engineer

Shawn O'Leary, Director of Public Works

Clint Mercer, Chief Accountant

Anthony Francisco, Director of Finance

Kathryn Walker, City Attorney Darrel Pyle, City Manager

GRANT OF EASEMENT City of Norman

Know all men by these presents:

That **Durwin J. Gaither**, a single person, 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 hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public 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 Exhibit "A"

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 drainage or drainage and bridge structure.

PUBLIC DRAINAGE

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

Signed and delivered this 23 day of September, 2021.
OWNER NAME) by: Durwin J. Gaither, a Single Person
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
WITNESS my hand and seal the day and year last above written.
My Commission Expires: May 9, 2024 Notary Public:
PUBLIC HANS C DOD Commission : :000/970 Expires May 9, 2024

Easement No. E-2122-

Approved as to form and legality this 28 da	ay of eptember, 2021.
	Clisabeth Stuckala City Attorney
Approved and accepted by the Council of the City, 20	y of Norman, this day of
	Mayor
ATTEST:	
City Clerk SEAL:	

Project No:

01653821

01653821

Sheet 1 of 1

Easement Table									
Parcel No.	Easement No.	Grantors	Document	Comments					
Unplatted			Permanent Easement	Donated	0.141 acres				
1	E-2122-18	Jennifer Anderson and Peter Soppelsa	Permanent Easement	Donated	0.077 acres				
26		Robert Ashley and Sarah Holland	Permanent Easement	\$10,460.00	0.032 acres				
27		Lakewood Park HOA	Legal Right of Entry		POA not convened. Staff have obtained 73% of property owner signatures for Right of Entry				

File Attachments for Item:

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



CITY OF NORMAN, OK CITY STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-18: A PERMANENT DRAINAGE EASEMENT DONATED BY JENNIFER ANDERSON AND PETER SOPPELSA, JOINT TENANTS, FOR THE WEST

IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.

BACKGROUND:

On Thursday, July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure. On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure, which failure would affect these three utilities as well as the structure's stability.

On September 14, 2021, City Council declared the situation at the West Imhoff Road Bridge an emergency and approved Contract K-2122-59 with Haskell Lemon Construction Co., in the amount of \$1,440,695.00 for the repair of the bridge.

These repairs necessitate the City obtaining permanent drainage easements from a total of four (4) parcels. The north side of the bridge is located in the Lakewood Park Addition. This addition was platted in 1956 and, at that time, Imhoff Creek was platted as Lot No. 27 and is controlled by the POA. The other parcels implicated by the City's easement needs are owned by individuals.

DISCUSSION:

To date, two (2) parcels (located on the SW and NW corners of the bridge structure) have agreed to donate permanent drainage easements, and a third permanent easement (located on the NE corner of the bridge structure) will be acquired for the negotiated amount of \$10,460, which amount is inclusive of consideration for significant effect on current landscape features on the property. Those executed easements have been secured and are brought concurrently for City Council consideration. Please see the attached easement for details. As a result, construction has commenced on the south side of the bridge. The remaining acquisition on the north is from the Lakewood Park HOA. Because the HOA is not currently formed as a legal entity, City Staff has worked with members of the HOA to obtain a legal right-of-entry for the emergency construction while continuing to work with the HOA for a long-term solution on the final permanent easement acquisition. This right-of-entry has been approved by a majority of the Lakewood Park Neighborhood property owners.

RECOMMENDATION:

Staff recommends acceptance of donated Easement E-2122-18, a permanent drainage easement, be accepted and the filing be directed thereof.

GRANT OF EASEMENT

City of Norman

Know all men by these presents:

That Jennifer Anderson and Peter Soppelsa, Joint Tenants, 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 hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public drainage and bridge easement 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:

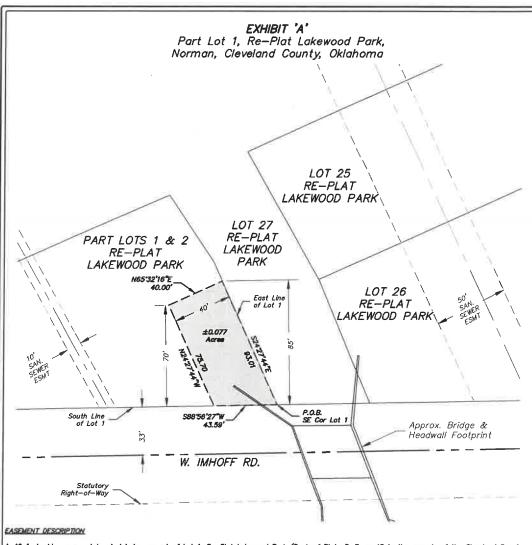
See Exhibit "A"

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 drainage or drainage and bridge structure.

PUBLIC DRAINAGE
To have and to hold the same unto the said city, its successors, and assigns forever.
Signed and delivered this 29th day of September, 2021.
(OWNER NAME) by: Vennifer Anderson, Joint Tenant Peter Soppelsa, Joint Tenant
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 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on this 29th day of said County and State, on the said Count
WITNESS my hand and seal the day and year last above written.
My Commission Expires: May 9, 2024 Notary Public:
PUBLIC HANS OSGOOD PUBLIC Commission # 00007970 PIZAHO Expires May 9, 2024

Item 12.

Approved as to form and legality this 29 day	of Sept ,2021.
	City Attorney
Approved and accepted by the Council of the City, 20	of Norman, this day of
	Mayor
ATTEST:	
City Clerk SEAL:	



A 40 foot wide easement located being a part of Lot 1, Re-Plat Lakewood Park (Book of Plats 3, Page 45 in the records of the Cleveland County Clerk), Norman, Cleveland County, Okiahama being more particularly described as follows:

The easterly 40 feet of the south 70–85 feet of sold Lot 1. The perimeter of sold 40 foot wide strip of land is further described as follows:

BEGINNING at the Southeast Corner of said Lot 1 (P.O.B.);

THENCE S 88'56'27" W, along the south line of said Lot 1, a distance of 43.59 feet;

THENCE N 24°27°44" W, parallel with and 40 west of the east line of sold Lot 1, a distance of 75.70 feet to a point being 70 feet north of the south line of sold Lot 1;

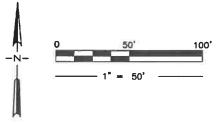
THENCE N 65'32'16" E, perpendicular to the east line of said Lot 1, a distance of 40.00 feet to a point on said east line being 85 feet north of the south line of said Lot 1;

THENCE S 24'27'44" E, along the east line of said Lot 1, a distance of 93.01 feet to the POINT OF BEGINNING.

Said Easement containing ±0.077 Acres (3374 Sq. Ft.)

Basis of Bearing: Plat Bearings of Re-Plat Lakewood Park, south line rotated to match bearing between section corners on south line of SW/4 Section 6 (S 88'56'27" W).

Legal Description prepared by Beau Winfrey, PLS No. 1766 on September 15, 2021.



Bridge | Final | EE Imhoff Bridge TCE.

mhoff

01653821.00

Surveyed By:		roject: Exhibit 'A'	Sheet
Drawn By:	BW		Number
Surveyed By: Drawn By: Approved By: Date: Scale:	BW	Project Lot 1, Re-Plat Lakewood Park	71 4
Date:	9/15/2021	Norman, Cleveland Co., Oklahoma	_ 1
Scale:	1"=50"	City of Norman	-11
Project No:	01653821		Sheet 1 of 1

Easement Table									
Parcel No.	Easement No.	Grantors	Document	Comments					
Unplatted	E-2122-17	Mr. Durwin Gaither	Permanent Easement	Donated	0.141 acres				
1	E-2122-18	Jennifer Anderson and Peter Soppelsa	Permanent Easement	Donated	0.077 acres				
26		Robert Ashley and Sarah Holland	Permanent Easement	\$10,460.00	0.032 acres				
27		Lakewood Park HOA	Legal Right of Entry		POA not convened. Staff have obtained 73% of property owner signatures for Right of Entry				

File Attachments for Item:

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



CITY OF NORMAN, OK CITY STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

BACKGROUND:

On Thursday, July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure. On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure, which failure would affect these three utilities as well as the structure's stability.

On September 14, 2021, City Council declared the situation at the West Imhoff Road Bridge an emergency and approved Contract No. K-2122-59 with Haskell Lemon Construction Co., in the amount of \$1,440,695 for the repair of the bridge.

The north side of the bridge is located in the Lakewood Park Addition. This addition was platted in 1956 and, at that time, Imhoff Creek was platted as Lot No. 27 and is controlled by the POA. When the West Imhoff Road Bridge was constructed in 1975, the City acquired temporary construction easements to accommodate the work. The temporary construction easements expired sixty (60) days after the completion of the bridge.

DISCUSSION:

To date, two (2) parcels (located on the SW and NW corners of the bridge structure) have agreed to donate permanent drainage easements, and a third permanent easement (located on the NE corner of the bridge structure, Lot 26) will be acquired for the negotiated amount of \$10,460, which amount is inclusive of consideration for significant effect on current landscape features on the property. Funds are available for the Lot 26 easement within the Bridge Maintenance Program design account, Project No. TC0254 Account No. 50596687-46021. Those executed easements have been secured and are brought concurrently for City Council consideration. Please see the attached easement for details. As a result, construction has commenced on the south side of the bridge. The remaining acquisition on the north is from the Lakewood Park HOA. Because the HOA is not currently formed as a legal entity, City Staff has worked with members of the HOA to obtain a legal right-of-entry for the emergency construction while continuing to work with the HOA for a long-term solution on the final permanent easement acquisition. This right-of-entry has been approved by a majority of the Lakewood Park Neighborhood property owners.

RECOMMENDATION 1:

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

GRANT OF EASEMENT

City of Norman

Know all men by these presents:

That **Sara B. Holland**, a married woman, and **Robert Ashley**, her spouse, 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 consideration, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a nonexclusive public stormwater drainage and flood control easement, as set forth herein, over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma:

See Exhibit "A"

with the right of ingress and egress to and from the same, for the purposes of (i) surveying, laying out, and constructing, those certain planned repairs and improvements to the Imhoff Road bridge and wingwall repairs and improvements in accordance with the plans and specifications for Imhoff Road Bridge Emergency Repair project dated 9/9/2021 prepared by H.W. Lochner Engineering together with any changes therein arising from unforeseen field conditions and such clearing and sloping within the easement area as is necessitated by these repairs and improvements and as required for the work within the easement area to comply with applicable stormwater and flood control regulations and/or laws, and (ii) maintaining, repairing, reconstructing, replacing and operating the public drainage and bridge structure.

This easement does not grant rights to retain stormwater within the easement area.

Grantors reserve to themselves, their successors and assigns, and shall have the perpetual right to continue to use and enjoy the easement area as part of the yard of their residence in any manner not inconsistent with the easement rights granted herein including the reserved rights to landscape within the easement area above the elevation of the actual stormwater drainage channel with such ornamental grasses, shrubs, plants and trees as will not develop root systems that will grow into or against and materially damage the drainage and bridge structure so constructed. However, the City of Norman shall not be responsible for the cost of damage to any items placed in the easement area when the City has exercised its rights as set forth above.

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

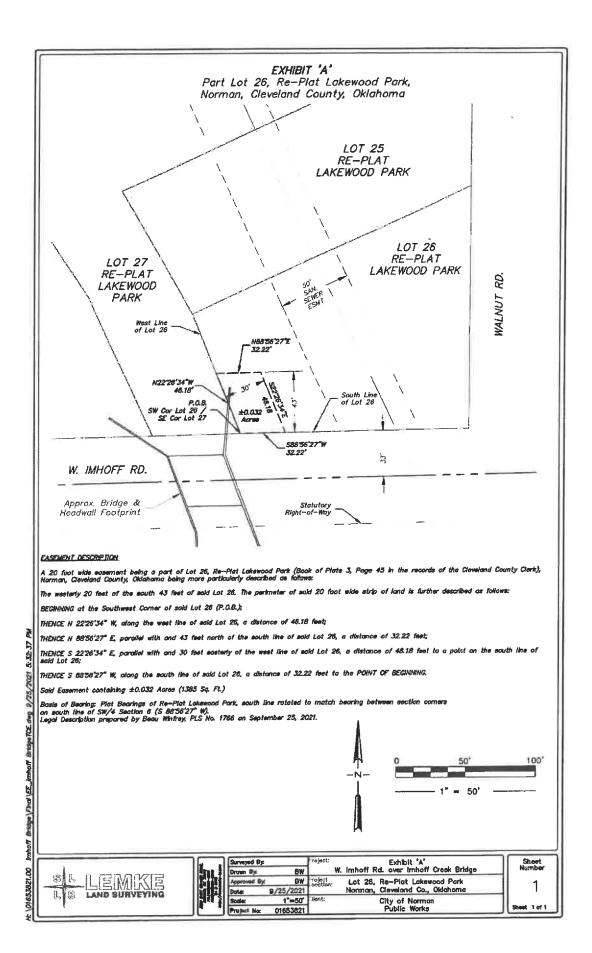
Signed and delivered this \(\frac{19}{19} \) day of \(\frac{Nove}{2} \)	ember , 20 <u>21</u>
(OWNER NAME) by:	2/1
Sara B Holland a Married Woman	Robert Ashley, Spouse

REPRESENTATIVE ACKNOWLEDGEMENT

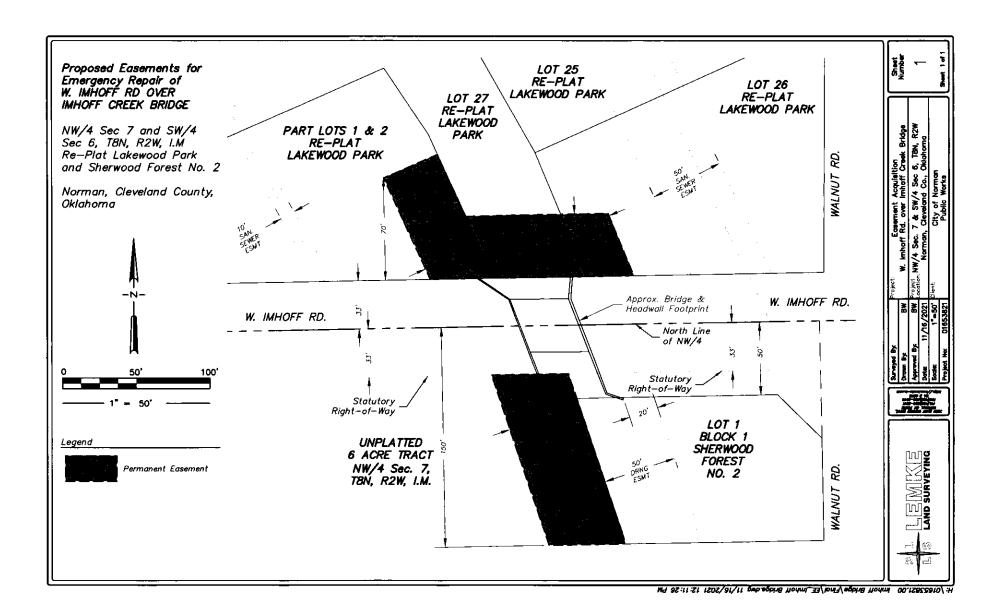
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this
WITNESS my hand and seal the day and year last above written.
My Commission Expires: 11-18-3023 Notary Public: Marcy & Dill
PUBLIC NANCY E. DILL Commission # 99018776 TAHO Expires November 18, 2023

Approved as to form and legality this day of	1 120 d.
City	Attorney
Approved and accepted by the Council of the City of Nor	rman, this day of
May	or
ATTEST:	
City Clerk SEAL:	



Easement Table									
Parcel No.	Easement No.	Grantors	Document	Comments					
Unplatted	E-2122-17	Mr. Durwin Gaither	Permanent Easement	Donated	0.141 acres				
1	E-2122-18	Jennifer Anderson and Peter Soppelsa	Permanent Easement	Donated	0.077 acres				
26		Robert Ashley and Sarah Holland	Permanent Easement	\$10,460.00	0.032 acres				
27		Lakewood Park HOA	Legal Right of Entry		POA not convened. Staff have obtained 73% of property owner signatures for Right of Entry				



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION FOR APPROVAL, GRANT, REJECTION,

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

BACKGROUND:

The Norman Municipal Authority is in the final stages of construction for the new container maintenance facility north of the Water Reclamation Facility. This new facility will provide a safe, efficient building to allow for welding and painting of solid waste dumpsters and containers by Sanitation staff. The current facilities are inadequate and don't meet industry standards for welding and painting operations.

Contract K-1920-15 was awarded to Studio Architecture on July 9, 2019, for the design of the new Container Maintenance facility. Following the completion of the design, Bid 2021-15 was issued with bids opened on December 17, 2020. Contract K-2021-10 was awarded on January 12, 2021, to Landmark Construction who was the lowest responsive bidder in the amount of \$931,300 for the Container Maintenance facility (total contract was \$2,327,300, including construction of the separate Household Hazardous Waste Facility).

DISCUSSION:

In order to provide electrical service to the site, Oklahoma Electric Cooperative requires an easement to allow for sufficient working areas to operate, maintain, repair or replace facilities. The proposed easement is 30 feet in width and will provide sufficient working area without impacting the site.

RECOMMENDATION:

Staff recommends granting of Easement E-2122-22 to the Oklahoma Electric Cooperative in order to provide necessary electrical service to the new Sanitation Container Maintenance building at 3440 Jenkins Avenue.

UTILITY EASEMENT

Easement E-2122-22

KNOW ALL MEN BY THESE PRESENTS:

Notary Public Signature

For value received, <u>The City of Norman</u> ("Owner") does hereby grant a perpetual easement and right-of-way, together with the right of ingress and egress, unto OKLAHOMA ELECTRIC COOPERATIVE ("OEC") whose address is 242 24th Ave. NW, Norman OK 73069, in, on, under, over and to the following-described land situate in the County of <u>Cleveland</u>, State of Oklahoma, to-wit:(*legal description*) <u>A tract of land in the Southeast Quarter of Section 7, Township 8 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described in "Exhibit A"</u>

(hereinafter called the "SUBJECT PROPERTY"), and all streets, roads and highways abutting the Subject property, to HAVE AND HOLD this easement and right-of-way as a covenant running with the land.

The uses and purposes for which the easement granted herein may be used and maintained are right-of-way and the installation, operation, maintenance, replacement and removal of underground and overhead electric and telecommunication distribution and transmission lines of various sizes and equipment by OEC and any other electric/telecommunication utilities designated by OEC, together with the right to trim, spray, remove and/or cut trees and vegetation within or abutting the Subject Property which will or may interfere with said lines and equipment, together with right of ingress and egress to and from the Subject Property from abutting property of Owner and/or public roads. Owner reserves the right to build, operate, repair, and maintain a driveway or road across the Subject Property, not to exceed a width of 25 feet, and Owner agrees that no buildings or other structures, except fences, will be constructed by Owner in, on, under or over Subject Property.

In the event of litigation or other dispute regarding this easement, either proof of receipt of consideration by Owner from OEC or proof of recording this easement in the office of the County Clerk shall be prima facie evidence of the delivery hereof to OEC and of the agreement of both OEC and Grantee to be bound hereby.

Owner intends to actively maintain and operate the Subject Property, limited only by the terms and conditions of this Easement and rights acquired by OEC hereunder. Owner grants to OEC the right to ask the holder(s) of any prior Mortgage(s) or other lien(s) on the Subject Property to subordinate any such Mortgage(s) or lien(s) to this easement, so that this easement would survive the foreclosure of any Mortgage(s) or lien(s). Owner(s) warrant having title to, and right to possession of, the Subject Property.

(After filing, please return to OEC, PO Box 1208, Norman, OK 73070)

My Commission Expires:

Easement E-2122-22

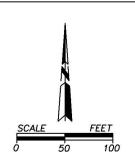
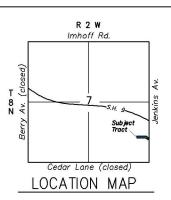
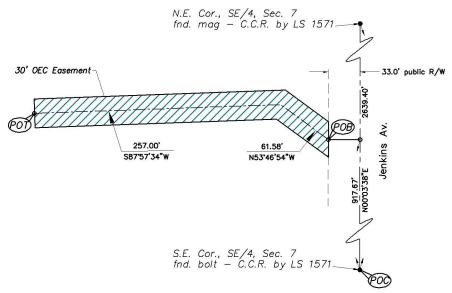


EXHIBIT "A" EASEMENT & SKETCH

(•) Indicates monument as noted - CCR is reference to Oklahoma Certified Corner Record on file with the Oklahoma Department of Libraries: Archives & Records

BEARINGS ARE BASED ON THE EAST LINE OF THE SE/4 AS NOO'03'38"E BETWEEN MONUMENTS AS SHOWN.





I, Michael R. Johnson, a Professional Licensed Surveyor, hereby certify that this exhibit is an accurate representation of the location of the following described easement:

A tract of land in the Southeast Quarter of Section 7, Township 8 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as:

A thirty feet wide strip being fifteen feet both sides of the following described centerline;

COMMENCING at the Southeast Corner of said Southeast Quarter, Section 7; Thence N00°03'38"E on the east line of said Southeast Quarter a distance of 917.67 feet; Thence N89'56'22"W a distance of 33.00 feet to the POINT OF BEGINNING; Thence N53*46'54"W a distance of 61.58 feet; Thence S87*57'34"W a distance of 257.00 feet to the POINT OF TERMINUS.

and is subject to all notes and qualifying statements.

Michael R. John

Michael R. Johnson, PLS 1231

Date: November 3, 2021



GREAT PLAINS SURVEYING CONSULTANTS NORMAN, OKLAHOMA 73069 CA#3785 EXP 06-30-22 405-474-0945

EASEMENT EXHIBIT Pt. of SE/4 Sec. 7-8N-2W, I.M. Norman, Cleveland County, Okla.

W.O.: 2110127 COOPERATIVE REPRESENTATIVE-F.W.S. MAP LOCATION: 41-073-029 Owner: The City of Norman

SHEET 1 OF SCALE: 1" = 100' SM

SIONAL

Michae.

Johnson

OKLAHON

11/4/2021

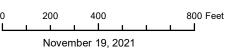


Map - Easement E-2122-22



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.



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

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

POSTPONEMENT OF SPECIAL CLAIM SC-2122-2: SUBMITTED BY BRENT AND KAREN SHAMBAUGH IN THE TOTAL AMOUNT OF \$16,192.57 FOR VEHICLE DAMAGE AND CAR RENTAL FEES DUE TO AN INCIDENT WITH A SANITATION DIVISION TRASH TRUCK ON

24TH AVENUE S.W. ON JUNE 1, 2021.

BACKGROUND:

A claim was filed by Brent and Karen Shambaugh, in the amount of \$16,192.57, for car damage and rental fees incurred when their car was struck by a City Sanitation truck on June 1, 2021, on 24th Ave Southwest.

DISCUSSION:

This incident was investigated by Terry Richmond, Utilities Supervisor. On June 1, 2021, a City employee was driving a Sanitation Department trash truck northbound on 24th Avenue SW while servicing residential trash containers in the area. As the employee approached McKown Drive, he attempted to drive the truck in reverse so he could service the street to his immediate south but he was unaware that the Claimants were stopped behind him. Consequently, the trash truck struck and damaged the front of Claimants' 2016 Honda Accord sedan.

Claimants submitted an auto repair invoice totaling \$6,242.24 and car rental fees totaling \$9,950.33, for a total claim of \$16,192.57. Supply chain irregularities and high demand for rental vehicles after recent hailstorms resulted in a higher than average amount for rental fees. The total claim amount remains under the current value of the car, which will allow Claimants to retain ownership.

As indicated above, there appears to be possible negligence on the part of the City in this matter and consequently potential liability on the City. Brent and Karen Shambaugh's claim in the total amount of \$16,192.57, appears reasonable.

RECOMMENDATION:

Based on the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of Brent and Karen Shambaugh in the total amount of \$16,192.57 as set forth above,

be approved. Funds are available in Miscellaneous Services-Special Claims (43122351-44718) to cover the claim.



MILLS BODY SHOP

Cosmetic Collision Care **INVOICE** 1527 24TH AVE SW, millsbody@aol.com,

> NORMAN, OK 73072 Phone: (405) 321-4100 FAX: (405) 321-4106

Workfile ID: PartsShare:

Item 15.

Federal ID: State ID:

Federal EPA:

State EPA:

450465113 OKD039759220 OKD039759220 OKD039759220

Estimate of Record

RO Number: 2156

Written By: Binx Mills, 10/11/2021 11:19:17 AM

Insured:

Shambaugh, Karen

Other

Type of Loss:

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Point of Impact:

Owner:

Shambaugh, Karen (405) 312-3543 Cell **Inspection Location:**

MILLS BODY SHOP 1527 24TH AVE SW

millsbody@aol.com NORMAN, OK 73072 Repair Facility

(405) 321-4100 Business

Insurance Company:

VEHICLE

2016 HOND Accord Sedan LX w/Continuously Variable Transmission PZEV 4D SED 4-2.4L Gasoline Gasoline Direct Injection White

VIN:

1HGCR2F36GA208101

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

White

Mileage Out:

State:

OK

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows Power Locks

Power Mirrors

DECOR

Dual Mirrors Tinted Glass Console/Storage

Overhead Console CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel Climate Control Backup Camera

RADIO AM Radio FM Radio

Stereo Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4) 4 Wheel Disc Brakes

Front Side Impact Air Bags Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats **Bucket Seats**

Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Metallic Paint Three Stage Paint

OTHER

Traction Control Stability Control Power Trunk/Liftgate

RO Number: 2156

2016 HOND Accord Sedan LX w/Continuously Variable Transmission PZEV 4D SED 4-2.4L Gasoline Gasoline Direct Injection White

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	GRILLE							
2	**	Repl	Opt OEM Grille	71121T2FA51	1	84.93	Incl.	
3	**	Repl	Opt OEM Grille surround	71180T2FA51	1	115.69	Incl.	
4	**	Repl	Opt OEM Molding strip upper	71123T2FA51	1	71.27	Incl.	
5		Repl	Grille clip	91505TM8003	5	2.35		
6	**	Repl	Opt OEM Molding strip lower	71124T2FA51	1	42.62	Incl.	
7			O/H front bumper				2.3	
8		Repl	Sight shield 2.4 liter	71106T2FA50	1	31.50	Incl.	
9		Repl	Reinf bracket	71125T2FA50	1	40.02	Incl.	
10		Repl	Reinf bracket clip	91505TM8003	4	1.92		
11	FRONT BUM	IPER						
12	**	Repl	Opt OEM Bumper cover w/o Hybrid w/o prk sensr	71101T2FA50ZZ	1	221.95	Incl.	2.8
13			Add for Three Stage					2.0
14	*		Add for fog lamps				0.0	
15	*		Add for park sensor				0.0	
16	**	Repl	Opt OEM LT Upper support	71190T2AA01	1	16.12	Incl.	
17		Repl	LT Hole cover w/o fog lamps	71112T2FA51	1	16.55	Incl.	
18		Repl	LT Side duct w/o Hybrid w/o pre-crash	71118T2FA50	1	15.07	Incl.	
19		Repl	RT Side duct w/o Hybrid w/o pre-crash	71108T2FA50	1	15.07	Incl.	
20	HOOD							
21	**	Repl	Opt OEM Hood 2.4L	60100T2FA10ZZ	1	537.40	1.5	3.0
22			Add for Three Stage					2.1
23			Add for Underside(Complete)					1.5
24		R&I	Insulator w/o Hybrid				Incl.	
25		Repl	Lock assy	74120T3VA01	1	135.83	Incl.	
26		Repl	RT Hinge	60120T2FA00ZZ	1	76.27	0.3	0.3
27			Add for Three Stage					0.1
28		Repl	LT Hinge	60170T2FA00ZZ	1	76.27	0.3	0.3
29			Add for Three Stage					0.1
30	RADIATOR	SUPPORT	Ī					
31	**	Repl	Plug-in, w/o Hybrid w/o pre-crash	60400T2FA00ZZ	1	300.43	11.5	1.6
			Note: LABOR: Time includes R&I he R&I/R&R sight shield, grille reinford battery, battery tray, resonator, air impact sensors, air temp sensor an	cement bracket, radiator a inlet tube, hood lock asse	assembly, embly, ho	condenser, lower ood support rod, h	seal recovery tar orns, side ducts,	١k,
32			Evacuate & recharge			m	1.4 M	
33			Refrigerant recovery			m	0.4 M	
34			Add for auto trans			m	0.2 M	
35		R&I	Lower shield w/o Plug-in, w/o Hybrid w/o 6 speed auto				0.4	

RO Number: 2156

2016 HOND Accord Sedan LX w/Continuously Variable Transmission PZEV 4D SED 4-2.4L Gasoline Gasoline Direct Injection White

36	#		Check Radiator and Condensor		1			
37	#	Refn						1.0
38	ELECTRICAL	v. na nadalik strakti inte	and the second commence of the second of the second commence of the second of the seco					
39		R&I	Battery			m	Incl.	
40	COWL							
41		R&I	RT R&I cowl vent				0.6	
42		R&I	LT R&I cowl vent				Incl.	
43	**		Non OEM ***** ADD-ONS *****		1			
44	#	Rpr	OEM Pre/ Post Computer Scan				1.2 M	
45	**		Non OEM Mask engine compartment		1			0.4
46	**		Non OEM Clean for delivery/post-repair cleaning Covid 19		1	15.00	0.5	
47	**	Repl	Non OEM Cover Car 25' x 8.50 25% Markup \$5.00 Tape		1	10.00	0.3	
48	**	Repl	Non OEM Flex additive		1	5.00		
49	#	Repl	Hazardous waste removal		1	5.00 X	1	
50	#	Refn	Let Down Panel Color Match Tricoat					1.0
51	**	Repl	Non OEM Nib and Polish		1		1	0.4
52	**	Repl	Non OEM Rustproofing		1	8.00	0.2	
53	#	Rpr	Battery Support Pre/Post				0.5 M	
54	FRONT LAMPS							
55	**	Repl	Opt OEM RT Headlamp assy w/o LED running lamp	33100T2AA61	1	276.16	0.5	
56			Aim headlamps				0.5	
57	**	Repl	Opt OEM LT Headlamp assy w/o LED running lamp	33150T2AA61	1	276.16	0.5	
58	FENDER							
59		Blnd	RT Fender					1.5
60		R&I	LT R&I fender assy				1.1	
61		R&I	RT Fender liner w/o Hybrid				Incl.	
62		R&I	LT Fender liner w/o Hybrid				Incl.	
63	#	R&I	Wheels for access				0.5	
64		R&I	RT R&I fender assy				1.1	
65	*	Rpr	LT Fender				<u>2.0</u>	2.2
66			Overlap Major Adj. Panel					-0.4
67			Add for Three Stage					0.7
68	WINDSHIELD							
69		R&I	R&I washer reservoir				Incl.	
70	#	Repl	Washer Fluid		1	1.00	87.0	
				SUBTOTALS		2,397.58	27.8	20.6

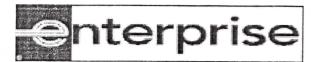
RO Number: 2156

2016 HOND Accord Sedan LX w/Continuously Variable Transmission PZEV 4D SED 4-2.4L Gasoline Gasoline Direct Injection White

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				2,392.58
Body Labor	24.1 hrs	@	\$ 52.00 /hr	1,253.20
Paint Labor	20.6 hrs	@	\$ 52.00 /hr	1,071.20
Mechanical Labor	3.7 hrs	@	\$ 100.00 /hr	370.00
Paint Supplies	20.6 hrs	@	\$ 42.00 /hr	865.20
Miscellaneous				5.00
Subtotal				5,957.18
Sales Tax	\$ 3,257.78	@	8.7500 %	285.06
Grand Total				6,242.24
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				6,242.24

11/1/2021 4:28:16 PM 025856 Page 4



Rental Agreement Summary RA#: 3LWJ1D Renter: KAREN SHAMBAUGH Billing Cycle: 24-HOUR





Pick up

Friday, June 11, 2021 10:19 AM Start Charges: Friday, June 11, 2021 10:19 AM 103 MERKLE NORMAN, OK 73069-6320 (405) 364-0123

Anticipated Return

Friday, June 18, 2021 5:00 PM

103 MERKLE NORMAN, OK 73069-6320 (405) 364-0123

T Vehicle

2020 NISN-KICK SV2 RED MED VIN: 3N+CP5CV8LL527131 License: MA 1DWJ93 Vehicle: 8C8LFK

Pickup:

06/11/2021 @ 10:19 AM

ODO:31676 Fuel:3/4

Vehicle Condition:

No Damage Documented

Summary of Charges

Estimated Renter Charges

Charges	Price/Unit	Total
TIME & DISTANCE 6/11/21-6/18/21	\$504.00 / Week	\$504.00
TIME & DISTANCE 6/18/21-6/18/21	\$72.10 / Day	\$72.10
NO CHARGE DISTANCE 6/11/21-6/18/21	\$0.00 / Mile	\$0.00
DAILY RATE:	\$72.10 / Day	
WEEKLY RATE:	\$504.00 / Week	
HOURLY RATE:	\$24.03 / Hour	
ADDITIONAL DRIVER 6/11/21-6/18/21	\$15.00 / Day	\$120.00

Optional Protections Accepted

No optional protections accepted.

Optional Protections Declined

DW/CDW OPTIONAL	@ \$24.99 / Day	\$0.00
$R\Delta P$	@ \$5.99 / Day	\$0.00
PAI/PEC	@ \$6.00 / Day	\$0.00
SUPPLEMENTAL LABILITY PROTECTION 2	@ \$12.81 / Day	\$0.00

Remer Acknowledgement of Accepted and Declined Protections

Lacknowledge that I have accepted or declined protections as indicated above.



Taxes and Fees		
VEHICLE RENTAL TAX (6%)	6%	\$41.77
SALES TAX (8.75%)	8.75%	\$60.90
Total Estimated Charge:		\$798.77
Payments:		

*****3002	Auth	(\$1098.77)
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Renter Acknowledgement of Charges

I acknowledge that I have reviewed and agree to all Estimated Renter Charges and fees listed on Summary of Charges and further agree to pay for final charges in accordance with the Additional Terms and Conditions of this Contract.



Owner: EAN HOLDINGS, LLC

Additional Drivers

No Additional Drivers are authorized to drive the vehicle with the exception of the drivers listed below. (Additional driver names listed here if applicable)

BRENT SHAMBAUGH

Please keep this Rental Agreement Summary with you in the vehicle during the rental.



OPTIONAL PRODUCTS NOTICE: WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE; SUPPLEMENTAL LIABILITY PROTECTION AND ROADSIDE ASSISTANCE PROTECTION. BEFORE DECIDING TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE, CREDIT CARD OR OTHER COVERAGE PROVIDES YOU PROTECTION DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE.



Hertz Mul	lti Mo	onth	Rental	Program	Rental	Record No	o: 99	797	7816			
P.O. Box 2572	22			_	Billed From Billed To							
Oklahoma City		73125			06/2	1/2021 1	12:18	0	7/20,	/202	1 23:59	
1-800-654-778	•				Rate Cls	Rate Cls Rate Plan					Cls	
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NORMAN OK		,		075480	1	J80003346C5						
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Thank You For Renting From Hertz

Rental Record No: 997977816



Hertz Multi	Rental	Record No): 99°	7977820						
P.O. Box 25722					Billed Fro	***************************************				
Oklahoma City,	OK 7	3125			07/23	0:00	08/19	/202	1 23:59	
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				07/21/2023					000%	223.30
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NORMAN OK HI		40)		0754803						2009.70
Vehicle Rented At (C NORMAN OK HI	•	te)		Area-Loc 0754801		J80003346C5				
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Thank You For Renting From Hertz

Rental Record No: 997977820





Hertz Mul	ti Mo	onth Rental	Program	Rental	Record No): 99°	7977831		
P.O. Box 2572	22		_	Billed Fro					
Oklahoma City	, OK	73125			0/2021 0	00:00	09/18/	/2021	1 23:59
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Thank You For Renting From Hertz

Rental Record No: 997977831



Hertz Multi Month Rental Prog	ram	Rental	Record No	: 997	7977842				
P.O. Box 25722		Billed From Billed To							
Oklahoma City, OK 73125		09/19	/2021 0	0:00	10/15/	2021	15:45		
1-800-654-7788		Rate Cls		Rate Pla		Veh C	ls		
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KAREN SHAMBAUGH		Miles	0	27 X Week	80.3	9 =	2170.53		
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Vehicle To Be Returned To (City/State)	19/2021 Area-Loc	Declines LIS	Liability Insurance Acc		10.0	00%	217.05		
` ,	0754801		Supplement (I		Subto	otal	1953.48		
Vehicle Rented At (City/State)	Area-Loc	Reservation	on ID No			-+	1933.40		
	0754801	J800	03346C5						
·	Date Due		Reservation Class			ice	Milling Milling yets altern Althry and discontinue bispecture required.		
	5/2021	F			Char	ge	0.00		
Renter's Name					Addition		0 00		
KAREN SHAMBAUGH					Char		0.00		
					Fuel a		0.00		
					1.5	. +			
					LDV	~	0.00		
					Subto	otal	1050 10		
					Tax		1953.48		
					14.7		288.14		
							200111		
					LIS		0.00		
					PAI & I	PEC			
					temperature de la constitución d		0.00		
					Tota Charg		2241 62		
						-	2241.62		
Customer Copy					Miso		0.00		
DO NOT PAY FROM THIS INVOICE	٢		it has been bille		Total An	nount	The state of the s		
	L	Credit card	number referen	ced above.	Bille	d d	2241.62		

Thank You For Renting From Hertz

Rental Record No: 997977842





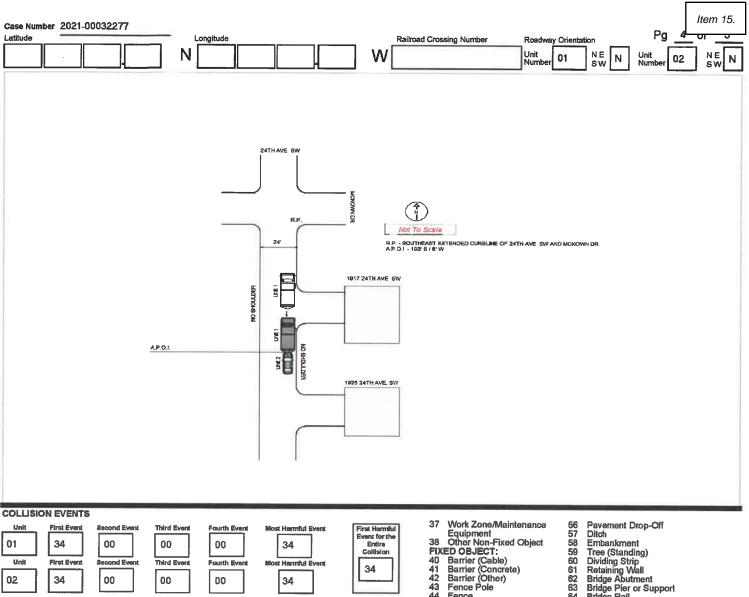
Air

Air

08 III (Sick) 109 Dizzy/Faint 10 Emotional 11 Other 99 Unknown 05 Child Restraint Type Unknown 06 Restraint Used - Type Unknown 07 Helmet 08 Child Restraint - Forward Facing 09 Child Restraint - Rear Facing 00 Not Applicable 01 None Used 02 Lap Belt Only 03 Shoulder Belt Only 04 Shoulder and Lap Belt 10 Booster Seat Ejected Extricated mical Test Extent of Dama Towed Vehicle Type Not Applicable 3 Ejected, Not Ejected Totally N/A No Yes 00 N/A 05 Another Vehicle
01 Boal Trailer 06 Utility Trailer
02 House Trailer 07 Homemade
03 Farm Trailer 17 Trailer
04 Horse Trailer 08 Box Trailer Not Applicable 4 Deployed - Other (knee, Not Deployed air belt, etc.) 09 StockTrailer 10 Camping Trailer 11 Combination 12 Other 99 Unknown **WARNING - STATE LAW** Use of contents for commercial solicitation is unlawful 289 DPS: 0192-01 REV 0-

Case Number 2021-00032277	Pg 2 Item 15.
(24) Unit Pos in Veh. Last Name	First Middle Suffix DOB(mm/dd/yyyy) Sex
(25) Address Same as	City State Zip Telephone (Use Area Code)
(26) Injury Severity / Type OP Use Air Bag Ejected Extricated Transp	To Martine Scottler
The second secon	orted by To Medical Facility Property Type
(27) Unit Pos in Veh. Last Name	First Middle Suffix DÖB (mm/dd/yyyy) Sex
Withese Prop. Owner (28) Address	City State Zip Telephone (Use Area Code)
Same as Driver	
(29) Injury Severity / Type OP Use Air Bag Ejected Extricated Transpo	orted by To Medical Facility Property Type
(30) Unit Pos In Veh. Last Name	First Middle Suffix DOB (mm/dd/yyyy) Sex
Injured Passenger Witness Prop. Owner (31) Address	
(31) Address Same as Driver	City State Zip Telephone (Use Area Code)
(32) Injury Severity / Type OP Use Air Bag Ejected Extricated Transpo	orted by To Medical Facility Property Type
(33) Unit Pos in Veh. Last Name	First Middle Suffix DOB(mm/dd/yyyy) Sex
Injured Passenger Witness Prop. Owner	
(34) Address Same as Driver	City State Zip Telephone (Use Area Code)
(35) Injury Severity / Type OP Use Air Bag Ejected Extricated Transpo	orted by To Medical Facility Property Type
Complete information below if this vehicle is being	g used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS
(36) Unit Carrier Name	is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER
01 CITY OF NORMAN	State Zip GRAY ST B State Zip Gray 0 - 10K lbs. Axle Qtv. Cargo Body. Vehicle Use
NORMAN	State Zip GVWR X 0-10K lbs. Axle Qty. Cargo Body Vehicle Use 10,001 - 26K lbs. X 02 10 Interstate Commerce
(38) U.S. DOT Number NASI Report Number	Placard Number Haz. Mat. Class Haz. Mat. Wolved Haz. Mat. Release Yes Yes Other Non-Commercial
(39) Unit Carrier Name	No X No X Government X
(40) City	State ZIp 0-10K lbs. Axle Qty. Cargo Body Vehicle Use 10,001 - 26K lbs. Interstate Commerce
(41) U.S. DOT Number NASI Report Number	Placard Number Haz. Mat. Class Haz. Mat. Involved Haz. Mat. Release
OK	Yes Yes Yes Other Non-Lammercal No No Government
Position in Vehicle	Vehicle Configuration Cargo Body Type
65 63 63 00. N/A	07. School Bus 13, Bus/Large Van 18 Farm
(1)(12)(3) (55) (1)(12)(3) (1). Passenger	9-15 occupants including driver Ho. Farm Machinery 06. Intermodal 11. Hopper (grain/ chips/gravet)
3)32(3) (2)(2)(2) Veh2 Dr O2. Passenger Veh4 Dr O2. Passenger Veh4 Dr O3. Passenger Veh4 Dr O3	08. Truck/Trailer 01. Bus 9-15 seats
414243 51 or 52 21 54 03. Passenger Veh. Conv.	14. Bus 16+ 19. ATV 09. Truck-Tractor cocupants 10. Bus 16+ 10. ATV 07. Dump Truck/ 09. Truck-Tractor Truck of Truck-Tractor Cocupants 10. Bus 16+ 10. ATV 07. Dump Truck/ 09. Truck-Tractor Truck-Tra
(5) (5) (5) (5) (5) (6)	(Bobtall) including driver 20. SUV
04. Pickup	10. Truck-Tractor/ Semi-Trailer 15. Motorcycle 03. Van / 08. Concrete Mixer 13. Log Trailer
00. Not Applicable 18. Front Row - Other	21. Passenger Van 21. Passenger Van
28. Second Row - Other 05. Single Unit Truck, 2 axles	Double IDS Cannot II IDS Cannot III III Airto Transporter
48. Fourth Row - Other 50. Sleeper Section of Truck Cab	Moped Classify 23. Van 10,000 O4. Cargo Tank O4. Cargo Tank Vehicle Towing Vehicle
See manual for additional seating examples 06. Single Unit Truck, 3+ axles	bs. or Less 12. Truck-Tractor/ s Triple 17 Motor Home 99. Unknown 05. Flathed 10. Garbage/Refuse 99. Unknown 200
Truck, 3º axies	s 179e 17. Motor Home 99. Unknown 05. Flatbed 10. Garbage/Refuse 99. Unknown 290 DPS: 0192-02 REV 0107

Case Number 2021-00032277 OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 Item 15.				
Unit Total Lanes Legal Actions in Roadway Speed	Pedestrian / Pedalcyclist Only Prior Location at Time Safety Unit Num		or near a construction, manner (If yes, complete this s	
This unit will correspond to 'Unit 1' 01 02 25 to Col	sion of Collision Equip. Vehicle S	Type of Work		Location of the Work Zone
This unit will correspond 02 02 25		1 Lane Closure	1 E	Collision Before the First Work
to 'Unit 2'		2 Lane Shift/Crossove 3 Work on Shoulder of	orMedian 2 A	Zone Warning Sign Advance Warning Area
Vehicle Vehicle	Unit 2 Unit 1 Unit 2 Override Unit 1 Unit 2	4 Intermittent or Movi 9 Unknown	4 A	Transition Area
1 Daylight Was Going 11 14 2 Dark-Not Lighted to Do	0 Not Applicable			Termination Area Unknown
3 Dark-Lighted 00 Not Applicable 4 Dawn 01 Go Ahead	1 No Underride or Override	Worke	ers Present Yes No	Unknown
5 Dusk 02 Turn Left 6 Dark-Unknown 03 Turn Right	Underride, Compartment Intrusion Underride, No	Unit 1 Unit 2	Unsafe / Unla	wful Unit 1 Unit 2
Lighting 04 Make "U" Turn 7 Other 05 Stop	Compartment Intrusion 4 Underride, Compartment	Trafficway 2 2	Contributing Fa	actors 85 98
9 Unknown 06 Slow for Cause 07 Start from Park/Stop	Intrusion Unknown 5 Override, Motor Vehicle in	0 Not Applicable 1 One Way	FAILED TO YIELD 01 From Stop Sign	49 Tires 50 Suspension
Weather 03 08 Change Lanes 09 Overtake	Transport 6 Override, Other Motor	2 Two-Way - Not Divided 3 Two-Way - Divided	02 From Yield Sign 03 Private Drive	51 Headlights 52 Tail Lights
01 Clear 10 Pass 11 Back	Vehicle 9 Unknown	4 Two-Way - Divided - Positive Median Barrier	04 County Road at Through Highway	53 Stop Lights 54 Wheel
02 Fog/Smog/Smoke 12 Remain Stopped 13 Remain Parked	Traffic Unit 1 Unit 2	5 Turn Lane 6 Ramp / Loop	05 From Signal Light 06 From Alley	55 Exhaust System 56 Windshield Wipers
04 Rain 14 Enter/Merge in Traffic 05 Snow 15 Negotiate a Curve	Control 00 00	7 Driveway 8 Alley / Parking Lot	07 To Pedestrian 08 To Vehicle on Right	57 Other Mechanical Defects LEFT OF CENTER
06 Sleet/Hail (Freezing 16 Park Rain/Drizzle) 17 Other	00 No Control 01 Stop Sign	9 Unknown	09 To Vehicle in Intersection	58 In Meeting 59 No Passing Zone (Unmarked)
07 Severe Crosswind 08 Blowing Snow What Unit 1 U	02 Traffic Signal ait 2 03 Flashing Traffic Signal	Vehicle Unit 1 Unit 2	Vehicles	60 Marked Zone 61 Other
O9 Blowing Sand, Soil, Vehicle Did 11 12	04 School Zone Signs		12 Other FOLLOWED TOO CLOSELY	IMPROPER OVERTAKING 62 In Marked Zone
10 Other 99 Unknown 00 Not Applicable	06 Warning Sign 07 Railroad Advance	0 Not Applicable 1 Towed Due to	13 Human Element 14 Traffic Condition	63 On Hill/Curve 64 At Intersection 65 Without Sufficient Clearance
Locality 1 02 Turned Left	Warning Sign 08 Railroad Cross Bucks	Vehicle Damage 2 Towed For Reasons Other Than Damage	15 Weather Condition	66 Other IMPROPER PARKING
1 Recidential 04 Entered "U" Turn	09 Railroad Gates 10 Railroad Signal	3 Remained at Scene 4 Driven from Scene	16 Driver's Ability (Aged) 17 Inexperienced Driver -	67 On Roadway
2 Business 05 Stopped 06 Slowed	11 No Passing Zone 12 Person (including flagger,	9 Unknown	Young 18 Exceeding Legal Limit	69 Other
4 School 07 Started From Park/Sto 5 Not Built-up 08 Entered Other Lane	guard, etc.)	Vehicle Unit 1 Unit 2	19 For Traffic Conditions 20 For Type of Roadway	70 Distracted by Passenger in Vehicle
6 Mixed Use 09 Overtaking 10 Passing 14 Passing	13 Abnormal Control 14 Other	Condition 01 01	(Gravel, Dirt, etc.) 21 For ice or Snow on	71 Other Distraction Inside Vehicle
9 Unknown 11 Backed 12 Remained Stopped 13 Remained Parked	99 Unknown	00 Not Applicable 01 Apparently Normal	Roadway 22 Rain or Wet Roadway	72 Distraction From Outside Vehicle
Type of Intersection 13 Remained Parked 14 Entered/Merged 15 Departed Rdwy-Right	Road Unit 1 Unit 2	02 Brakes 03 Headlights	23 Wind 24 Other Weather	73 Other WRONG WAY
0 Not an Intersection 16 Departed Rdwy-Left 17 Swerved Right	Conditions 01 01	04 Steering 05 Tail Lights	Conditions 25 Vehicle Condition 26 View Obstruction	74 On One Way 75 On Exit Ramp
3 T-Intersection 18 Swerved Left 4 Four-Way 19 Parked	01 Dry 02 Wet	06 Brake Lights 07 Tires/Wheels	27 On Curve/Turn 28 Impeding Traffic	76 On Entrance Ramp 77 Other IMPROPER START FROM
Intersection 20 Other 5 Five-Point or More 99 Unknown	03 Ice/Frost 04 Snow	08 Suspension 09 Signal lights	29 Other IMPROPER TURN	78 Parked Position 79 Other
	it 2 05 Mud, Dirt, Gravel	10 Windows 11 Truck Coupling/Trailer	30 From Wrong Lane 31 From Direct Course	80 ALCOHOL-DUI/DWI 81 DRUG-DUI
7 Traffic Circle 8 Roundabout by 00 00	07 Water (standing, moving) 08 Sand	Hitch/Safety Chains 12 Mirrors 15 Other	32 Right 33 Left	OTHER IMPROPER ACT/ MOVEMENT
9 Unknown O0 Not Applicable O1 Trees	09 Oil 10 Other	13 Wipers 99 Unknown 14 Power Train	34 Turn About/U-Turn 35 To Enter Private Drive	82 Failed to Signal 83 Disregarded Warning Signal
Incident Type 00 02 Embankment 03 Building	99 Unknown	Special Unit 1 Unit 2	36 In Front of Oncoming Traffic	84 Improper Use of Lane 85 Improper Backing
00 Not an Incident 51 Private Property 05 Parked Vehicles	Road Character Grade Unit 1 Unit 2	Function of Vehicle 15 00	37 Other 38 CHANGED LANES	86 Apparently Sleepy 87 Failed to Secure Load
53 Medical Condition 06 High Weeds	1 Level 1 1	00 Not Applicable 01 School Bus	UNSAFELY 39 STOPPED IN TRAFFIC LANE	88 Other/Unknown UNKN./NO IMPROPER ACT
55 Suicide 08 Shrubbery	3 Uphill 4 Downhill	02 Transit Bus 03 Intercity Bus	FAILED TO STOP 40 For Stop Sign	89 Deer in Roadway 90 Animal in Roadway
57 Drowning 58 Other Windows 10 Smoke	5 Sag (bottom)	04 Charter Bus 05 Other Bus	41 For Traffic Signal 42 For School Bus	91 Domestic Animal in Rdwy 92 Avoiding Other Vehicle 93 Avoiding Pedestrian
Location of First Harmful 01 11 Fog 12 Dust	Road Unit 1 Unit 2	06 Military 07 OHP	43 For Railroad Gates/	94 Object/Debris in Roadway 95 Defect in Roadway
Event 13 Rain 14 Sun	1 Straight 1	08 Other Police 09 Other Law Enforcement	44 For Officer/Flagman 45 At Sidewalk/Stopline	96 Abnormal Traffic Control 97 Improper Bicyclist Action
01 On Roadway 15 Other 99 Unknown	2 Curve - Right	10 Ambulance 11 Fire Truck	46 Other UNSAFE VEHICLE	98 NO IMPROPER ACTION BY DRIVER
	nit 2 Road Unit 1 Unit 2	12 Public Owned Vehicle 13 Highway Equipment	47 Brakes 48 Steering	99 PEDESTRIAN ACTION
To columnia	Surface 7 2 2	14 Special Mobilized Machine 15 Other 99 Unknown	Point of First Unit 1	Unit 2 12 1
07 Parking Lane/Zone 08 Off Roadway, 1 Postion Unknown 1 Electronic Communication	1 Concrete	Emergency Unit 1 Unit 2	Vehicle 06	12 10 2
Location Unknown 09 Outside Right-of Way Location Unknown Devices 2 Other Electronic Device	3 Gravel	Vehicle Responding to an Emergency	Most Damaged Onit 1	Unit 2 9 3
10 Other 3 Other Inside Vehicle 99 Unknown 4 Other Outside Vehicle	5 Brick 6 Other	0 N/A 2 No	<u> </u>	dercarriage
9 Unknown	9 Unknown	1 Yes 9 Unknown	13 Top 99 Un	known 7 6 291
			L	PS: 0192-03 REV 0107



Jackknife 15

11 12 13 14

Cargo/Equipment Loss or Shift Equipment Failure (Blown Tire, Brake Failure, etc.)

Separation of Units 17 18 Departed Road Right Departed Road Left

Not Applicable

Fire/Explosion

Immersion

Overtum/Rollover

19 Cross Median/Centerline

20 Downhill Runaway

Fell/Jumped From Motor Vehicle Thrown Or Falling Object Other Non-Collision

23 Other Non-Collision
PERSON, MOTOR VEHICLE, OR NON-

FIXED OBJECT: 30 Pedestrian

Pedal Cycle Railway Vehicle (train, engine) 32

Animal

34 35

Motor Vehicle in Transport Parked Motor Vehicle

Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle 36

43 44 45 46 47 48 Fence

Traffic Signal Support
Traffic Sign Support
Utility Pole/Light Support
Other Post/Pole/Support
Guardrail/Guardrail Face 49 50

Guardrail End 51 Culvert 52 Curb

Island 54 Sand Barrels 55

Impact Attenuator/ Crash Cushion

Bridge Rail Bridge Pos 65 66 Bridge Curb

Bridge Super Structure (Beams) Bridge Overhead Structure Delineator 68

70 Mailbox

Other Fixed Object
Other Highway Structure 72 73

Ground Unknown

Remarks

00

10

UNIT 1 (A GARBAGE TRUCK) WAS BACKING SOUTHBOUND ON 24TH AVE. SW IN THE EAST MOST LANE. UNIT 2 WAS BEHIND UNIT 1 STOPPED. UNIT

1'S REAR BUMPER COLLIDED WITH THE FRONT BUMPER OF UNIT 2.

UNIT 2 SAID THAT HE WAS BEHIND UNIT 1 AND BELIEVES HE OBSERVED UNIT 1 PICK UP BINS AT 1925 24TH AVE. SW. UNIT 2 SAID THAT THEN

UNIT 1 WENT TO 1917 24TH AVE. SW PICKING UP BINS THERE SO UNIT 2 WAITED BEHIND HIM. UNIT 2 ASSUMED UNIT 1 WAS GOING TO MOVE

FORWARD AFTER HE PICKED UP THESE BINS, NOTING THAT HE ALSO DID NOT WANT TO DRIVE AROUND UNIT 1 AND GO INTO ONCOMING TRAFFIC.

WHERE UNIT 2 SHOWED ME HE WAITED WAS APPROXIMATELY 50 BEHIND UNIT 1 ACCORDING TO GOOGLE MAPS, BUT I DONT KNOW EXACTLY WHERE UNIT

1 WAS ORIGINALLY. UNIT 2 SAID THAT UNIT 1 THEN STARTED BACKING UP AND KEPT COMING, COLLIDING WITH HIM.

UNIT 1 SAID THAT HE WAS PICKING UP CANS AT 1917 24TH AVE. SW WHICH WAS HIS LAST PICK UP ON THE STREET. UNIT 1 SAID THAT HE

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.

DPS: 0192-04 REV 10107

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OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT ADDITIONAL NARRATIVE

Case Number 2021-00032277

STARTED BACKING AND COULDN'T SEE UNIT 2 IN HIS MIRRORS, NOTING THAT HE WAS NOT SURE IF UNIT 2 WAS TOO CLOSE. I ASKED UNIT 1 IF
HE HAD ANY CAMERAS AND HE SAID HE DID CHECK HIS BACKUP CAMERAS BUT DIDNT SEE UNIT 2 NOTING THAT SOMETIMES IT GLITCHES. UNIT 1
SAID THAT UNIT 2 TOLD HIM HE COULDN'T BACK UP BECAUSE A TRUCK WAS BEHIND HIM (UNIT 2 BROUGHT THAT UP LATER). UNIT 1 EXPLAINED
THAT WHAT HE NORMALLY DOES WHEN HES DONE PICKING UP BINS ON THE STREET, IS THAT HE WILL THEN BACK DOWN THE STREET TO RIVERSIDE
DR. I LATER ADVISED UNIT 1 THAT HE SHOULD PROBABLY START TURNING AROUND INSTEAD OF BACKING DOWN THE NORTHBOUND LANES TO GET TO
RIVERSIDE DR.
I CHECKED BOTH RESIDENCES NEARBY AND DID NOT SEE ANY APPARENT SECURITY CAMERAS.
I ASSUMED THE GROSS VEHICLE WEIGHT OF UNIT I PER GOOGLES ASSISTANCE AS I FORGOT TO CONFIRM THAT INFORMATION WITH UNIT 1.
TABLES THE GROSS VEHICLE WEIGHT OF SAIT IT GOOGLES ASSISTANCE AS IT CHOOT TO COMMININT THAT INFORMATION WITH DAIT I.



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On August 28, 2012, the citizens of Norman voted in favor of a Bond Issue to finance the local share of eight transportation/storm water improvement projects. One of the eight 2012 bond projects is the East Alameda Street Widening Project from Ridge Lake Boulevard to 48th Avenue S.E. Attached is a location map showing the project boundaries.

On December 11, 2012, the Norman City Council approved Programming Resolution R-1213-78 requesting federal funds for the East Alameda Street Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to \$3,641,000, and administration of the construction with the matching share from the City of Norman.

Proposed improvements for the East Alameda Street Project include:

- 1. Widening East Alameda Street from 2 lanes to 5 lanes between Ridge Lake Boulevard and 36th Avenue S.E.
- 2. Add 10-foot shoulders to East Alameda Street between 36th Avenue S.E. and 48th Avenue S.E.
- 3. Intersection improvements at East Alameda Street/36th Avenue S.E. and East Alameda Street/48th Avenue S.E.

- Continuous sidewalks on the south side of East Alameda Street to 36th Avenue S.E.
- 5. Storm water improvements

On February 26, 2013, City Council approved engineering services Contract No. K-1213-160 with Cabbiness Engineering for the design of the Alameda Street Widening Project from Ridge Lake Boulevard to 48th Avenue S.E. in the amount of \$196,975. Cabbiness Engineering was acquired by Garver, LLC in 2021. Following formal assignment of the contract, Garver, LLC is now administering this contract.

DISCUSSION:

Tonight's agenda item is a contract amendment with Garver, LLC to include water line relocation plans to relocate a segment of water line between Ridge Lake Boulevard and 36th Avenue East that is in conflict with the proposed roadway and drainage improvements.

Funding for these design services in the amount of \$22,500 are available within the Alameda Street Widening Project, but will require a transfer of \$22,500 from the Alameda Street Widening Bond Project Utility (50595552-46701, Project BP0190) to the Alameda Street Widening Bond Project Design (50595552-46201, Project BP0190).

The current schedule of the project is to conduct a bid open for the Alameda Street Widening Projects in December 2021. Since some private utility companies are still in the process of relocating their utilities in conflict, these projects will have a delayed start date of March 1, 2022.

RECOMMENDATION:

Staff recommends approval of Contract Amendment No. 1 to K-1213-160, between the City of Norman and Garver, LLC, for the Alameda Street Widening Project-Ridge Lake Boulevard to 48th Avenue S.E. in the amount of \$22,500 and a transfer of \$22,500 from the Alameda Street Widening Bond Project Utility (50595552-46701, Project BP0190) to the Alameda Street Widening Bond Project Design (50595552-46201, Project BP0190).

AMENDMENT NO. 1 TO THE CONTRACT NO. K-1213-160 BETWEEN CITY OF NORMAN AND ENGINEER FOR PROFESSIONAL SERVICES

ALAMEDA STREET WIDENING PROJECT WATER LINE RELOCATIONS

This is an agreement made as of the __day of ______, 2021 between the City of Norman (OWNER) and Garver, LLC (ENGINEER) amending the Original Contract No. K-1213-160 dated February 26, 2013 and was assigned to Garver, LLC on March 23, 2021 by Resolution R-2021-108. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract. The following shall be considered as the additional work beyond the original scope.

- a. Provide additional design services for water line relocations to accommodate the future roadway widening of East Alameda Street
- b. Provide specific water line relocation construction plans and bid documents
- c. Provide permitting documents for Owner to obtain state regulatory permits

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Garver, LLC and the payment for those services by OWNER as set forth below for the above described additional scope of work.

- 1. ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
- 2. For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed <u>Twenty Two Thousand and Five Hundred</u> and 00/100 dollars(\$ 22,500.00) based on the additional engineering required to complete the work and as specified on the attached fee schedule (Attachments C).
- 3. All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.

This Amendment No. 1 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1213-160 dated February 26, 2013 which terms, covenants, and conditions are hereby reaffirmed and ratified.

IN WITNESS WHEREOF. Owner	and Engineer hav	e executed this agreement.
DATED this day of	, 2021.	
CITY OF NORMAN OWNER By:		Garver, LLC ENGINEER By: Bret Cabbiness, PE
Title:		Title: Sr. Project Manager
Date:	£	Date: <u>/0-29-21</u>
ATTEST:		ATTEST:
City Clerk		
APPROVED as to form and legality this	day of	2021.
City Attorney		181

CONTRACT AMENDMENT #1 ATTACHMENT C COMPENSATION

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$22,500.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

CONTRACT AMENDMENT #2 DESIGN TASKS	COMPENSATION
Task 1 – Preliminary Water Line Design	\$ 10,750.00
Task 2 – Final Water Line Design	\$ 6,500.00
Task 3 – Regulatory Permitting	\$ 750.00
Task 3 – Bid Documents (Plans & Specifications)	\$ 3,000.00
Task 4 – Record Drawings (As-Built Plans)	\$ 1,500.00
TOTAL COMPENSATION	\$ 22,500.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

Item 16.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Cabbiness Engineering, LLC (CONSULTANT) for the following reasons:

- 1. The OWNER intends to construct roadway safety improvements to East Alameda Street from Ridge Lake Boulevard to 48th Avenue East (the PROJECT); and,
- 2. The OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT (the SERVICES); and,
- 3. The CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, the OWNER and the CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be the day of John 2013.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A, Scope of Services according to the schedule set forth in Attachment B, Project Schedule.

ARTICLE 5 - COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Attachment C, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the SERVICES. The OWNER represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

Item 16.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

<u>Survival.</u> The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this Agreement, the CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the CONSULTANT, and its parent company, affiliated and subsidiary entities,

directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to the CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the CONSULTANT in **Attachment A**, **Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Attachment A**, **Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the

property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of the CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the OWNER or the CONSULTANT under this AGREEMENT. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

John R. Clink, P.E. Capital Projects Engineer City of Norman P.O. Box 370 Norman, OK 73070 (405) 366-5424 Phone (405) 366-5418 FAX

Item 16.

CONSULTANT:

Cabbiness Engineering, LLC J. Bret Cabbiness, P.E. President 333 12th Avenue SE, Suite 200 Norman, Oklahoma 73071 (405) 310-6435 Phone (405) 310-6495 FAX

Nothing contained in this ARTICLE shall be construed to restrict the transmission of routine communications between representatives of the OWNER and the CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach AGREEMENT to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either the OWNER or the CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in

no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this ARTICLE shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C and D incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and CABBINESS ENGINEERING, LLC have executed this AGREEMENT.

DATED this 2 th day of Cabbiness Engineering, LLC (CONSULTANT)

Signature Signature Signature Signature Signature Name Cindy Rosenthal Name J. Bret Cabbiness, P.E.

Title Mayor Title President

Date 2/26/13 Date 2-13-13

Attest:

City Clerk
OF A

Secretary about

Approved as to form and legality this 20 day of February 2013.

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

OF Item 16.

01/24/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 800-338-1391 CONTACT ACEC/MARSH PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): 888-621-3173 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley ADDRESS: PRODUCER CUSTOMER ID #: CABBI-1 **INSURER(S) AFFORDING COVERAGE** NAIC# Cabbiness Engineering, LLC INSURED **INSURER A: Hartford Insurance Company** 22357 333 12th Ave., S.E., Ste. 200 INSURER B: Norman, OK 73071 INSURER C: INSURER D : INSURER E INSURER F : **CERTIFICATE NUMBER: COVERAGES REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) X COMMERCIAL GENERAL LIABILITY 84SBWV02140 07/15/12 07/15/13 1,000,000 CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ PROFESSIONAL LIAB EXCL. 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG \$ POLICY X PRO-S AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ 1.000.000 (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS BODILY INJURY (Per accident) s SCHEDULED AUTOS PROPERTY DAMAGE \$ X 07/15/12 07/15/13 84SBWV02140 (Per accident) HIRED AUTOS X NON-OWNED AUTOS \$ UMBRELLA LIAB 9,000,000 OCCUR \$ **EACH OCCURRENCE EXCESS LIAB** 9,000,000 CLAIMS-MADE AGGREGATE \$ 07/15/12 07/15/13 84SBWV02140 DEDUCTIBLE \$ RETENTION \$ \$ WORKERS COMPENSATION X WC STATU-TORY LIMITS OTH FR AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? A 84WEGZF6796 07/15/12 07/15/13 1,000,000 E.L. EACH ACCIDENT \$ N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - EA EMPLOYEE 1.000.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Widening of East Alameda from Ridgelake Blvd. to 48th Avenue SE **CERTIFICATE HOLDER** CANCELLATION CITYOF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **City of Norman** 201 West Gray, Bldg A AUTHORIZED REPRESENTATIVE Norman, OK 73069 Jell Connelly



CERTIFICATE OF LIABILITY INSURANCE

OI Item 16.

01/24/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND	CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
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City of Norman 201 West Gray, Bldg A

Norman, OK 73069

AUTHORIZED REPRESENTATIVE

Jeff Conally

ATTACHMENT A SCOPE OF SERVICES

ARTICLE 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. The CONSULTANT shall, except as otherwise provided for herein, furnish all engineering services, labor, equipment and incidentals (SERVICES) as required for this AGREEMENT.

PART 1- DESCRIPTION OF PROJECT

CONSULTANT provide The is to **SERVICES** with in connection the design, right-of-way development of utility coordination acquisition, relocations, bidding, and construction documents for the following improvements located within the City of Norman, Oklahoma:

Widen approximately ½ mile of East Alameda Street from two (2) lanes to five (5) lanes beginning at Ridge Lake Boulevard to 36th Avenue East and add ten foot (10') paved shoulders to East Alameda Street from approximately 36th Avenue East to 48th Avenue East. Inclusive with this project will be the improvements of the intersections of 36th Avenue East and 48th Avenue East at East Alameda Street.

Project Extents:

The Beginning of Project (BOP) shall be approximately two hundred feet (200') west of the intersection of Ridge Lake Boulevard and East Alameda Street. The project shall extend approximately eight thousand five hundred eighty feet (8,580') east or approximately 1/8 mile east of 48th Avenue SE (approximately 1.625 miles) to the End of Project (EOP).

Project Exceptions:

There are no anticipated construction exceptions within the PROJECT extents.

Incidental Construction:

The PROJECT shall include grading, drainage, cross drains, storm sewer and other drainage appurtenances, paving, sidewalks and any other ancillary construction as required to tie the proposed construction to adjacent improvements.

Specific Project Requirements:

Design criteria and other requirements specific to this PROJECT include:

- The design speed will be determined by consultation with City Traffic Engineer prior to the preparation of construction documents.
- The design shall include two (2) typical pavement sections: a 5-lane, asphalt concrete pavement with combined concrete curb & gutter and a 2-lane open section with paved shoulders. Paving recommendations are anticipated to require asphalt concrete throughout the PROJECT extents to match the existing conditions.
 - The design shall include the widening and reconstruction of the 36th Avenue East and 48th Avenue East intersections with East Alameda Street. The intersections shall included standard stacking length

and taper lengths for single turn lanes. The intersection will be lighted by standard street lights on standard light poles.

- Widened and reconstructed pavement shall be designed for a 30-year life. The pavement life shall assume normal routine maintenance and one major maintenance/restoration event at approximately the 15th year of service as is ordinary for the type of pavement specified.
- The design shall include all associated drainage structures and accompanying design calculations.
- Engineering reports, construction documents, and supporting design developed calculation by CONSULTANT shall comply with the established requirements of the OWNER, the Association of Central Oklahoma Governments (ACOG), Department Oklahoma Transportation (ODOT), and the Highway Administration Federal (FHWA) for the purpose seeking/securing federal construction funds by the OWNER. The CONSULTANT makes no representations, warranties. guarantees with regard to the success of the OWNER in securing said funds.

In addition, the PROJECT shall be designed in

Accordance with the general criteria identified in PART III - Design Criteria.

PART II - SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others:

Utility Relocation Design - Relocation design for utility systems in conflict with the proposed construction are not included in CONSULTANT's scope of services. shall Relocation designs he responsibility of each utility owner. Design of the OWNER-owned utilities (such as water and sanitary sewer services), services may be provided by the CONSULTANT if authorized by the OWNER in writing within this AGREEMENT or in the form of an Amendment executed to this AGREEMENT.

Certificates of Title and Right-of-Way Appraisals & Acquisitions - Certificates of Title and Right-of-Way Appraisals & Acquisitions required for the proposed construction and/or utility relocations are not included in the CONSULTANT's scope of work. Certified title information provided by the **OWNER** to CONSULTANT prior to the Plan-in-Hand review shall be incorporated into the rightof-way drawings, plats, misery reports and other instruments as required at no additional cost to the OWNER.

Clearance Environmental The CONSULTANT's responsibility for environmental clearance shall be limited to preparing/completing ODOT's Environmental Policy Act (NEPA) Checklist Form in collaboration with OWNER. The NEPA clearance necessary to acquire rightof-way and construct the PROJECT shall be submitted & obtained by ODOT as is the ordinary practice for ACOG/ODOT/FHWA funded projects. The CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting any associated

Attachment A Page 2 of 12

public meeting(s) for this PROJECT.

Bidding. Construction Management, and Inspection Services - Bidding, construction management and inspection services ordinarily provided and administered by OOOT are not included in the CONSULTANT's scope of services.

PART III - DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- An International Guide for Roadway Lighting, American Association of State Highway and Transportation Officials, (latest revision);
- AASHTO's LRFD Bridge Design Specifications for Highway Bridges, 5th Edition, 2012 and all current interim specifications with S.I. Units;
- ANSII/AASHTO/AWS DI.5 Bridge Welding Code (latest revision);
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials, 2011 Edition;
- Standard Specifications for Highway Construction, and Supplemental, Oklahoma Department of Transportation, 2009;
- Highway Capacity Manual, Transportation Research Board, 2010 Edition;
- Policy on Driveway Regulations for Oklahoma Highways, Oklahoma

Department of Transportation, 1996 Edition;

- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2011 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation, (latest revision);
- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 1988 Edition:
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;
- Roadway Safety and Convenience Design Guide for Oklahoma Cities, Oklahoma Department of Transportation, 1991 Edition;
- Checklist for Local Government Urban Plans, Oklahoma Department of Transportation, 2001 Edition.

PART IV - GENERAL PERFORMANCE REQUIREMENTS

The CONSULTANT agrees to the following as appropriate and when applicable SERVICES included in this AGREEMENT:

- 1. To compute and place upon the construction plans, right--of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
- 2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".

- 3. To prepare and furnish all field surveys and mapping. including topographic survey of the PROJECT area, control survey to establish section corners and section lines, ties to local coordinate system, horizontal location of existing utilities, and monumentation for construction staking.
- 4. To prepare and furnish complete structural design, hydrologic and hydraulic design (including drainage maps and design data for any storm sewer systems and other drainage appurtenances included in this AGREEMENT), geometric design and pay quantity computations, as follows:
 - a. The CONSULTANT shall ensure that these computations are independently checked in detail by competent personnel and shall provide a written statement to that effect when the plans are submitted.
 - b. All computations shall be neat, legible, identified, indexed, and bound in a manner that is easy to follow by someone unfamiliar with the PROJECT. They shall be considered a part of the work done under this AGREEMENT and shall become the sale property of the OWNER.
 - c. The CONSULTANT shall furnish drainage maps and design data with computations for any storm sewer systems and other drainage involved in this AGREEMENT.
- 5. To provide geotechnical engineering necessary to design all aspects of the PROJECT including but not limited to retaining walls (if applicable), bridges (if applicable), and roadway pavement. The CONSULTANT shall furnish, if requested by the OWNER, comparative

- estimates for asphalt concrete and Portland Cement concrete pavement alternatives of comparable life, durability and life-cycle costs.
- 6. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
- 7. That all preliminary designs, final plans and reports submitted for review by the OWNER shall be accompanied by a written statement signed and sealed by a professional engineer attesting that a detailed check has been made of the plans and reports.
- 8. To prepare the right-of-way plans, legal descriptions and instruments of conveyance for partial and total take parcels in accordance with the ODOT "Right-of-Way Specifications Manual and Associated Materials".
- 9. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents and community based organizations. Such services shall include, but not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
- 10. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at the CONSULTANT's office.
- 11. To coordinate its CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to

facilitate and expedite the completion of AGREEMENTS for adjacent work.

- 12. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone.
- 13. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.
- 14. To furnish bi-monthly progress reports to the OWNER and attend bi-monthly progress meetings with the OWNER. These monthly reports shall be prepared in accordance with the OWNERS requirements. In the event of any delay in performing the work and/or increase in anticipated construction costs of the resulting PROJECT provided for in this AGREEMENT, the CONSULTANT shall immediately notify the OWNER and shall fully explain the nature, time and reason for the delay.

PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports the CONSULTANT's fee and project schedule. The WBS is an expansion on the general requirements presented PARTS I through IV. All requirements set forth PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is

provided in PART VI - PLAN REQUIREMENTS.

TASK I - PRE-DESIGN SERVICES

Pre-Design services include field surveying and geotechnical exploration and analysis necessary to commence the design. The tasks to be performed by CONSULTANT include:

Task 1A - Design Survey

Surveying shall be in accordance with the minimum standards for land surveying as stipulated by the Oklahoma State Board of Professional **Engineers** and Land Surveyors. Tract ownerships are to be based on observable evidence and reasonable public record research. Ownerships shown will not be conclusive to actual land title certificates.

- a. The CONSULTANT shall establish horizontal and vertical control within the PROJECT limits necessary to collect all topographic and planimetric boundaries, features. right-ofway/easement in formation, etc. and to serve as survey control for construction staking by the Construction Contractor.
- b. The CONSULTANT shall provide field surveying in order to develop existing roadway cross sections at 50' intervals as well as at intersections and driveways throughout the PROJECT.
- c. The CONSULTANT shall create contours and digital terrain model from the collected data to support the design.
- d. The CONSULTANT shall collect topographic data including. but not

limited to, surface features such as utilities, signs, (including type and reference marker, if any), headwalls, retaining walls, curb and grate inlet locations, pipe and box culvert flowlines, driveway locations and profile, and other pertinent data.

- e. The CONSULTANT shall tie any soil borings and pavement cores along the PROJECT to the survey control and be shown in the plans.
- f. The CONSULTANT shall develop survey data and information in a format suitable to be incorporated into the Final Plan Set. The survey sheets shall be submitted to the OWNER for review no later than the 30% Design Submittal.
- g. The CONSULTANT shall provide survey in the Oklahoma State Plane Coordinate System, South Zone. The ground/grid combined scale factor shall be computed for the PROJECT and noted on the survey sheets.
- h. The CONSULTANT shall establish adequate monumentation for construction including staking horizontal control points and vertical bench marks. The monumentation shall cover the PROJECT area with inter-visible control points set on prominent ground, avoiding short back sights. Points should be set where likelihood of disturbance construction is minimized. Primary control should be brass concrete. Secondary control should be iron pins with plastic cap identifying the survey company when practical.
- i. The CONSULTANT shall include survey sheets in the plan set or as a

separate set of drawings (at the OWNER's discretion). Survey sheets shall include contours and boundary information. Survey sheets shall be sealed by Licensed Surveyor in the State of Oklahoma.

The CONSULTANT shall contact the Oklahoma One Call System "CALL OKIE" via the "Web Ticket" system and maintain records of reported utility holders. Information on Utility holders received from OKIE shall be shown on plan sheets. Utility drawings based on surface features, nagging, and record drawings shall be included in the plan sets. Any additional information received directly from the utility companies shall be included in the plan sets and identified.

<u>Task 1B - Geotechnical Investigation & Pavement Design</u>

- a. The CONSULTANT shall provide standard geotechnical investigation sufficient to satisfy the PROJECT design requirements. Geotechnical investigations shall be in accordance with AASHTO/ASTM procedures and shall include the following:
- Shoulder Soil Survey approximately every 500' take 36" deep sample (12 samples)
- Pavement Core Soil Survey approximately 12 locations take 36" deep sample (12 samples)
- Soil Classification for gradation and P.I. (16 tests)
- Liquid Limit and Moisture Content (48 tests)
- Three bucket samples from dominant soils evaluated for Resilient Modulus (8 tests)

- Measurement of groundwater levels (if present) while boring and at the completion of each boring
- Standard Proctor Densities and optimum moisture content (4 tests)
- b. The CONSULTANT shall provide Pavement Design based on the criteria established by the OWNER. Two (2) typical pavement sections will be developed for East Alameda Street.
 - 1. Five (5) lane, curbed roadway from approximately Ridge Lake Boulevard to 36th Avenue East. It is anticipated that some of the existing pavement will be utilized if determined structurally sufficient by pavement cores. any of the existing pavement is utilized, it will milled. profiled resurfaced to match the propped typical section.
 - 2. Two (2) lane, open roadway section with ten foot (10') shoulders from paved approximately 36th Avenue East to 48th Avenue East. If portions of the existing pavement are determined to be structurally sufficient by pavement cores, pavement will be milled. profiled and resurfaced to match the propped typical section.
- c. The CONSULTANT shall provide the results in a written report including a site plan showing the location of each boring/sample, evaluation of each, recommended pavement designs (program printouts or workup), and recommended pavement sections including subgrade treatments.

TASK 2 - ADDITIONAL DESIGN SERVICES

The CONSULTANT services identified in Task 2 are services anticipated to be required. However, the specific required level of effort by the CONSULTANT will be unknown until additional information becomes better defined during the course of the PROJECT. The identified SERVICES and anticipated level of effort are educated estimates only. SERVICES will be provided on and "as needed" and "as requested" basis according to the identified unit cost.

Task 2A - Utility Locates

As unknown underground utility locations become critical to identify, a utility locate company will be contracted by the CONSULTANT to physically locate the utility by exposing the utility and measuring critical parameters. An estimate of 25 locates under a variety of conditions was assumed for purposes of determining the contract base budget. The OWNER will be invoiced on an "as used" basis at cost plus 15%.

Task 2B – Supplemental Survey Needs

The OWNER and the CONSULTANT will have several needs for additional survey services after the initial design survey is complete. The level of effort required is unknown. An estimate of required man hours is included in the contract amount to be used "as needed" and "as requested". The anticipated items are listed below:

- a. Survey underground utility locates
- b. Survey previously unmarked utilities
- c. Survey additional development changes

- d. Stake existing right-of-way
- e. Stake proposed right-of-way
- f. Additional legal descriptions & exhibits
- g. Other miscellaneous surveys required by the OWNER or the CONSULTANT

The OWNER will be invoiced on an "as used" basis at Standard Rates plus 5%.

TASK 3 - DESIGN SERVICES

The following Design SERVICES will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

Task 3A - Traffic Engineering

Traffic Engineering design & plan preparation will include the following:

- a. Development of traffic projections:
 - Traffic counts
 - Future traffic projections
- b. Operational and Geometric Analysis
- c. Signing and Striping
- d. Construction Traffic Control

Task 3B - Preliminary Design & Report

The CONSULTANT shall conduct the following preliminary design functions during the Preliminary Design task:

- a. Prepare preliminary horizontal & vertical alignments and associated Plan & Profile Sheets.
- b. Prepare a Preliminary Engineers Estimate of Probable Cost and Budget Review.
- c. Document existing utilities and possible design conflicts.
- d. Identify significant design issues.

- e. Document existing drainage characteristics in a drainage report existing indicating all drainage boundaries, areas, runoff coefficients, flow quantities, flow velocities, etc, for all points of concentrated drainage entering and exiting the existing and proposed PROJECT right-of-ways for each design storm event.
- f. Document existing FEMA Floodplains/ Floodway conditions within the PROJECT extents.

No FEMA CLOMR/LOMRs and no COE 404 Applications/Permits are anticipated for PROJECT.

<u>Task 3C - 65% Complete Design Plans</u> (Right-of-Way and Utility Submittal)

The CONSULTANT shall complete all design analysis and prepare all design documents necessary to conduct a Plan-in-Hand project review with ODOT and the OWNER once the design and construction plans reach 65% complete. Additionally the CONSULTANT shall provide assistance for the OWNER's TIP application with ACOG. These tasks are anticipated to include the following:

- a. Verify the project scope
- b. Confirm horizontal and vertical alignments
- c. Confirm Typical Sections
- d. Field verify survey
- e. Initiate environmental clearance
- f. Identify drainage issues
- g. Identify construction sequencing needs
- h. Identify preliminary Right-of-Way needs and utility conflicts
- i. Revise P & P Sheets
- j. Prepare Cross Section Sheets
- k. Revise Drainage Structure Tables

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- 1. Prepare Summary Tables
- m. Prepare Driveway Schedules
- n. Prepare Pay Items & Notes
- o. Prepare Signalization Plan Sheets
- p. Prepare Signing & Striping Plan Sheets
- q. Prepare Detail Sheets
- r. Revise Engineer's Estimate of Probable Cost.
- s. Prepare Right of Way Sheets
- t. Prepare Survey Data Sheets

Task 3D - Final Plans

Upon receiving Plan-in-Hand comments from the OWNER and OOOT, the CONSULTANT shall prepare final Construction Plans suitable for ODOT bid letting. These tasks are anticipated to include the following:

- a. Finalize P & P Sheets
- b. Finalize Cross Section Sheets
- c. Finalize Drainage Structure Tables
- d. Finalize Summary Tables
- e. Finalize Driveway Schedules
- f. Finalize Pay Items, Bid Quantities & Pay Item Notes
- g. Prepare any Special Provisions
- h. Finalize Signing & Striping Plan Sheets
- i. Finalize Detail Sheets
- j. Finalize Construction Sequence Plans
- k. Finalize Engineer's Estimate of Probable Cost
- 1. Finalize Right of Way Sheets

<u>TASK 4 – ENVIRONMENTAL</u> CLEARANCE SUPPORT

The CONSULTANT will provide assistance to the OWNER as necessary to assist in obtaining the Environmental Clearance to be performed by ODOT. Specifically, the CONSULTANT will perform the following:

- a. Conduct the required Public Meeting at a location to be determined by the OWNER and ODOT.
- b. Prepare Power Point Presentation for the OWNER and revise as requested.
- c. Attend and present at the Public Meeting as request by the OWNER.
- d. Prepare responses to questions raised at the Public Meeting.
- e. Prepare Public Meeting minutes.
- f. Coordinate with ODOT as necessary.
- g. Prepare various meeting exhibits.
- h. Provide one (1) set of full-size preliminary construction plans to be available at the Public Meeting.
- i. Take site pictures of the PROJECT route.

TASK 5 - RIGHT-OF-WAY ACQUISITION SUPPORT SERVICES AND RECOUPMENT DISTRICT LEGALS & EXHIBITS

The CONSULTANT will prepare and provide the OWNER with all required Right-of-Way acquisition documents necessary to acquire the right-of-way to complete the PROJECT as defined. Additionally, the CONSULTANT will provide the OWNER with Recoupment District legal descriptions and exhibits as necessary.

<u>Task 5A - Right-of-Way Acquisition</u> <u>Support Services</u>

This task is anticipated to include the following:

- a. Prepare legal descriptions
- b. Prepare exhibits
- c. Prepare Misery Sheets
- d. Attend meetings

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e. Revise legal descriptions & exhibits as required per land owner negotiations

<u>Task 5B - Recoupment District Legal</u> <u>Descriptions & Exhibits</u>

This task is anticipated to include the following:

- a. Prepare legal descriptions
- b. Prepare exhibits
- c. Attend meetings

TASK 6 - UTILITY RELOCATIONS

The CONSULTANT will work with the OWNER's Utility Coordinator to ensure that all required utility relocations are consistent with PROJECT requirements and performed in a timely manner. Design of the OWNERowned utilities (such as water and sanitary sewer services), services may be provided by the CONSULTANT if authorized by the **OWNER** in writing within this AGREEMENT or in the form of an executed Amendment to this AGREEMENT.

<u>Task 6A - Utility Relocation Coordination</u> <u>& Relocation Plan Review</u>

This task is anticipated to include the following:

- a. Work with City Utility Coordinator
- b. Coordinate with each individual utility company
- c. Conduct 2-3 individual meetings with each utility company to verify existing utilities and relocation plans
- d. Review utility relocation plans for compatibility with PROJECT design

- e. Be persistent in requesting timely relocation plans & relocation activities.
- f. Maintain a color "Utility Relocation Map" showing existing and relocated utilities.
- g. Monitor utility relocation activities and "new" utilities in PROJECT corridor.

TASK 7 - CONSTRUCTION SERVICES

Task 7A - Bid Administration

It is anticipated that ODOT will assume primary responsibility for the bidding/award process as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature. The CONSULTANT will serve the OWNER in a support role during the bidding/award process. The CONSULTANT shall also provide the specific SERVICES outlined herein.

- a. The CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items and quantities. The Engineer's Estimate shall be presented to the OWNER for review prior to submission to ODOT.
- b. "Issued for Construction" Plans, approved by OWNER, shall be submitted by the CONSULTANT to ODOT for reproduction and distribution by ODOT to prospective bidders.
- c. The CONSULTANT shall attend the Pre-Bid Conference conducted by ODOT to discuss the PROJECT and answer questions from possible contractors. The CONSULTANT shall provide written responses to questions received and submitted to the OWNER and ODOT. The CONSULTANT shall

- review ODOT's minutes and provide written comments as required.
- d. It is anticipated that ODOT will assume primary responsibility for Bid Review and Tabulation as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature.

<u>Task 7B - Construction Support Services</u>

It is anticipated that ODOT will assume primary responsibility for the construction administration as is the ordinary practice for ACOG/ODOT/FHWA funded projects of this nature, CONSULTANT will serve OWNER in a support role during the construction process. The CONSULTANT shall also provide the specific SERVICES outlined herein.

- a. It is not anticipated that an Addenda will be required for the PROJECT. If required, the CONSULTANT shall revise plans as requested by the OWNER for issuance of Addenda by ODOT.
- b. The CONSULTANT will support the OWNER and ODOT as necessary to ensure PROJECT completion.
- c. The CONSULTANT will respond to any Requests for Information (RFI's) as requested by ODOT and the OWNER. The CONSULTANT shall maintain a log of all RFI's and responses and provide OWNER with an RFI update as requested by the OWNER.
- d. The CONSULTANT will attend the preconstruction conference conducted by ODOT.
- e. The CONSULTANT will attend monthly construction meetings conducted by ODOT as requested by the OWNER.
- f. The CONSULTANT will monitor work progress and construction schedule on behalf of the OWNER.

g. The CONSULTANT will represent the OWNER as necessary at miscellaneous PROJECT meetings with ODOT.

Task 7C - Record Drawings

Record Drawings will be prepared and submitted to the OWNER. Record Drawings will be prepared from field documents provided by ODOT. Full time inspections, periodic site visits or mapping/surveying of as-built conditions are not included in this AGREEMENT. If field survey is required, it will be requested by the OWNER and invoiced, under Task 2B on an "as needed" basis.

PART VI - PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required, For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- Full Size 10 (minimum 1"=30' scale)
- Half Size 40

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

PART VII - MUTUAL AGREEMENTS

The OWNER and the CONSULTANT mutually agree:

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- a. SERVICES to be performed by the CONSULTANT shall include and encompass those SERVICES identified in PART V WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS.
- b. The CONSULTANT shall hold the OWNER as a confidential client. The CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. The CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
- c. Because the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, the CONSULTANT's Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a engineer. professional The CONSULTANT does not guarantee bids. that proposals, or actual PROJECT construction costs will not varv from the CONSULTANT's construction cost estimates.
- d. When the plans are completed to the field review stage, representatives of the OWNER will accompany the CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- e. All tracings, plans, computations, specifications and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations and other data prepared or obtained under

- this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.
- f. The CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein.
- g. Then CONSULTANT shall sign the final product of CONSULTANT's efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional Engineer registration in the State of Oklahoma.
- h. The CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.
- The CONSULTANT and it's subconsultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. inspection by the OWNER and copies thereof shall be furnished to the OWNER and if required, to OOOT.

ATTACHMENT B PROJECT SCHEDULE

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of tile parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated in **Attachment A - Scope of Services**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	February 27, 2013
Pre-Design Services	April 25, 2013
Preliminary Design	July 2, 2013
65% Plan-in-Hand (R/W & Utility	January 14, 2014
Submittal)	
ROW Acquisition Documents Final	February 25, 2014
Final Plans 95% - Not Bid Set	April 29, 2014
Submit TIPs to ACOG	August 8, 2014
Plans, Specifications and Estimate (P,S,& E)	August 8, 2014
Submission	

The parties further agree that the CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and anytime lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER and ODOT, environmental clearance, Right-of-Way acquisitions, utility relocations and other factors beyond direct control of the CONSULTANT.

ATTACHMENT C COMPENSATION

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$196,975.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1A – Topographical Survey	\$ 26,750.00
Task 1B – Geotechnical Engineering	\$ 15,700.00
Task 2A – Utility Line Locates (estimate 12 @ \$350/each under	\$ 7,600.00
pavement and 12 @ \$200/each outside pavement) Plus 15%	
Task 2B – Additional Survey	\$ 15,000.00
Task 3A – Traffic Engineering	\$ 21,525.00
Task 3B – Preliminary Design	\$ 35,350.00
Task 3C – 65% Complete Design (R/W and Utility Submittal)	\$ 35,350.00
Task 3D – Final Construction Plans (P,S & E Submittal)	\$ 17,700.00
Task 4 – Environmental Clearance Assistance	\$ 5,000.00
Task 5A – R/W Plans and Supporting Documents (10 Parcels)	\$ 10,000.00
Task 6A – Utility Coordination	\$ 3,000.00
Task 7A – Bid Administration	\$ 1,000.00
Task 7B – Construction Support Services	\$ 1,000.00
Task 7C – Record Drawings (As-Built Plans)	\$ 2,000.00
TOTAL COMPENSATION	\$ 196,975.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

ATTACHMENT D OWNER'S RESPONSIBILITIES

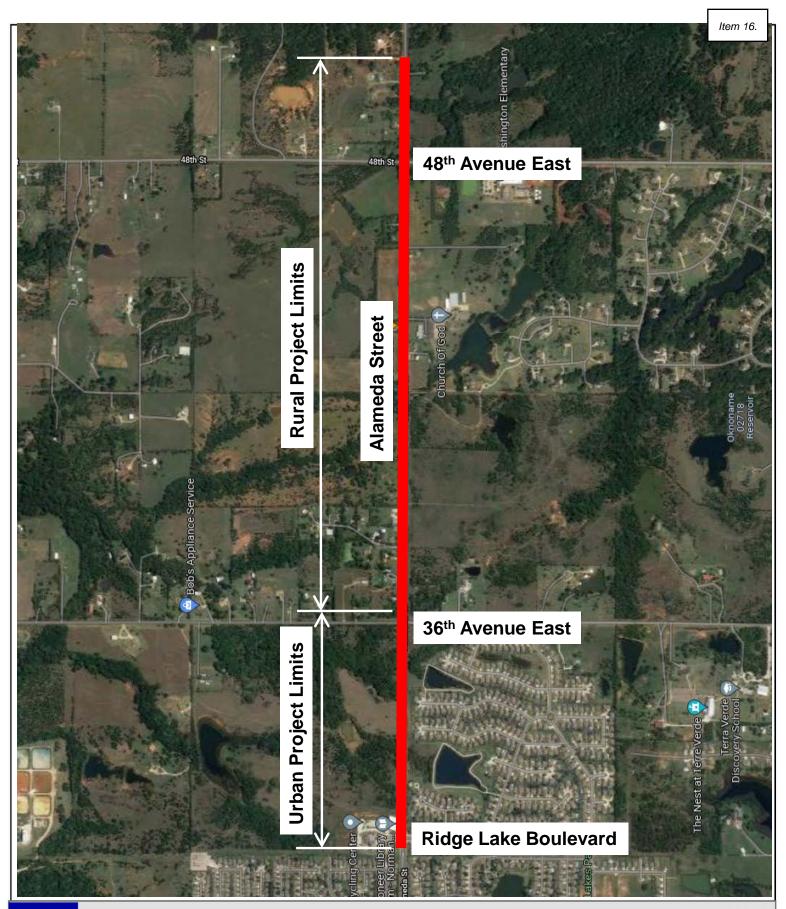
ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSILITIES

- 1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
- 2. The OWNER shall be responsible for all permit fees.
- 3. The OWNER shall examine all studies, reports, sketches, estimates specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
- 4. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
- 5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
- 6. The OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
- 7. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.

SPECIAL RESPONSIBILITIES

- 1. The OWNER shall furnish to the CONSULTANT traffic studies as may be required for or by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or the PROJECT letting.
- 2. The OWNER shall furnish Certificates of Title, Appraisals and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of the PROJECT.









File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Heather Poole, Assistant City Attorney

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

YEARS.

BACKGROUND:

A portion of the Griffin Community Park site has been developed for the purpose of providing baseball and softball playing facilities to the Norman community. The youth baseball and softball programs at Griffin Park were operated by the City of Norman Parks and Recreation Department until 2018. The Ball Clubs of Norman, formerly the Norman Youth Baseball Academy, entered into a contract to provide these services on November 27, 2018. The initial proposal submitted by Norman Youth Baseball Academy is attached. On February 26, 2019, the Ball Clubs of Norman was granted an Addendum to Contract K-1819-70 to allow the use of the baseball complex located at Reaves Park. The Reaves Park facilities allow the Ball Club of Norman to facilitate better the needs of baseball players and leagues for children 12 years and older that need larger ball fields for league gameplay. The entitity that had been running programs for Adult Softball at Reaves Park, Norman Adult Sports Association, has recently terminated its agreement with the City. The Ball Clubs of Norman has agreed to provide those services as well.

DISCUSSION:

Representatives from the Ball Clubs of Norman have met with City staff to discuss the terms and conditions included in the underlying agreement and proposed amendment. Upon reviewing the agreements between the City of Norman and the Ball Clubs of Norman, it was determined that the Ball Clubs will only need to utilize the facilities at Reaves Park. Amendment No. 2 provides a renewed five-year lease for substantially similar terms, by which the Club will pay the City \$1.00 per year. The agreement can be terminated by either party by giving a thirty-day notice. The Club will hold the City harmless against liability which may occur during the Club's use of the facilities and will have insurance equal to or greater than the limits prescribed by the Oklahoma Tort Claims Act.

The Ball Clubs have also agreed to take over the operations of the adult softball leagues for the Norman community. The Ball Clubs will use the two fields on the northwest side of Reaves Park (Complex D) primarily to provide softball leagues and tournaments for adults.

The Club will continue to maintain all areas utilized, including trash removal, fertilizer application, field conditioning, and field preparation and mowing for Club games and activities. The Club will control the use of the baseball and softball facilities during the time this agreement is in effect. The City will provide, at no charge, sanitation dumpster service and water. As partial consideration for this agreement, the City also agrees to phase in the cost of electricity for the Club by increasing their responsibility 20% each year until they pay 100% of the all-electric cost after year five of the agreement.

The City previously provided the Club the baseball and softball equipment for youth leagues, with the value of the equipment depreciating by \$4,000 per year. Should the Club successfully complete the second year of this renewed five-year term contract, that previously-bargained-for value will be realized and no further payment will be due for the equipment. Any child taking part in the free and reduced lunch program will be eligible for scholarship funds to cover registration fees.

The Ball Clubs of Norman may also apply for permits from the Parks Department and choose to charge a fee to the public for parking on the leased premises on days of regularly-scheduled football games of the University of Oklahoma. Any fees charged for such parking are to be used by Ball Clubs of Norman to carry out the functions it is required to undertake in the agreement with the City of Norman for the use of the fields and baseball complex.

RECOMMENDATION:

It is recommended that Addendum No. 2 to Contract K-1819-70 be approved to allow the Ball Clubs of Norman to lease the baseball and softball fields at Reaves Park for the purpose of organizing and providing youth and adult baseball and softball programs for the City of Norman.

Amendment and Addendum Number Two Contract Number K-1819-70

WHEREAS the parties entered into K-1819-70 on or about November 27, 2018 regarding the Ball Clubs of Norman's ("Association") use of premises and equipment identified as and within Griffin Community Park.

WHEREAS the parties entered into Addendum No. One to K-1819-70 on or about February 26, 2019, allowing and setting forth terms regarding the Association's additional rights to utilize premises located at Reaves Park in Norman for its operations.

WHEREAS the provider of the adult softball programs at Reaves Park has indicated that they will no longer be providing that service. The Association has agreed to take over the adult programs along with the youth programs presently being provided.

WHEREAS a need has thus arisen for the City of Norman to consolidate certain sports operations and management into the Association as a single provider and the parties now intend to amend, modify, and further clarify the scope of the Associations rights, obligations, services, and consideration as set forth herein as a modification to the parties' original Agreement.

WHEREAS the Association has previously occupied certain areas of Griffin Community Park and Reaves Park for the purposes of providing a baseball and softball program for the use and benefit of the City of Norman.

WHEREAS, upon the effective date of this Amendment and Addendum, the Association intends to occupy certain areas of Reaves Park only for the purposes of providing youth baseball and softball an adult softball programs for the use and benefit of the City of Norman.

WHEREAS	this	Amendment	and	Addendum	No.	2	is	effective	this	 day	of

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in K-1819-70, in Addendum No. One to K-1819-70, and as set forth herein, the parties hereto agree as follows:

- 1. The parties hereby amend paragraph (1) of K-1819-70 and paragraph (1) of Addendum No. 1 to K-1819-70, and hereby grant Association the right and privilege to use, for the purposes otherwise stated in this Agreement as a whole, property located at Reaves Park in Norman only, and as specifically set forth in the drawing attached hereto as "Exhibit B", which drawing shall supersede all other such drawings previously referenced with respect to this Agreement. [Association's operations shall no longer occur in any part of Griffin Community Park.]
- 2. The parties hereby further amend paragraph (1) of K-1819-70 by extending the term of the Agreement to last a maximum of five (5) years, effective as of the date of this Amendment and Addendum No. 2.

- 3. The parties hereby amend paragraph (3) of K-1819-70 to reset Associations payment of metered electrical cost, as follows, with "Year 1" beginning on the effective date of this Amendment and Addendum No. 2:
 - Year 1: 20% of the electric bill
 - Year 2: 40% of the electric bill (assuming contract renewal)
 - Year 3: 60% of the electric bill (assuming contract renewal)
 - Year 4: 80% of the electric bill (assuming contract renewal)
 - Year 5: 100% of the electric bill (assuming contract renewal)
- 4. The parties hereby amend paragraph (4) of K-1819-70 as follows: It is agreed between the parties hereto that the purpose of operating such a Baseball/Softball Association is to provide practice and playing fields, baseball/softball facilities and equipment in Norman for youth baseball/softball and adult softball, to hold and arrange for baseball/softball leagues, matches and competitions for both the youth and adults of Norman, and also to provide supervised instruction and training for beginners of the sport of both baseball and softball. It is understood and agreed that the Association has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.
- 5. The parties hereby amend paragraph (5) of K-1819-70 as follows: Should this Agreement terminate at the end of Year 1, the Association will reimburse the City \$4,000 for the equipment referenced in Exhibit A to K-1819-70. If this Agreement does not terminate prior to the completion of year 2, reimbursement for the equipment shall not be required.
- 6. The parties hereby amend paragraph 8 of K-1819-70 by adding the following subpart:
- (J) Notwithstanding (A) through (I) above, Association may (upon application for and granting of a permit by the City of Norman Parks and Recreation Dept. in its sole discretion) choose to charge a fee to the public for use of parking that is included within the premises referenced and leased herein on the day of any regularly-scheduled football game of the University of Oklahoma, and further to any additional limitations or requirements set forth in said City permit. Any fees charged for such parking shall be used exclusively by Association to carry out its functions as set forth in this Agreement as a whole.

All other terms and conditions of Contract Number K-1819-70, and Addendum No. One to K-1819-70 shall remain unchanged.

The City of Norman								
SIGNED:	ATTEST:							
Mayor	City Clerk							

Item	17.

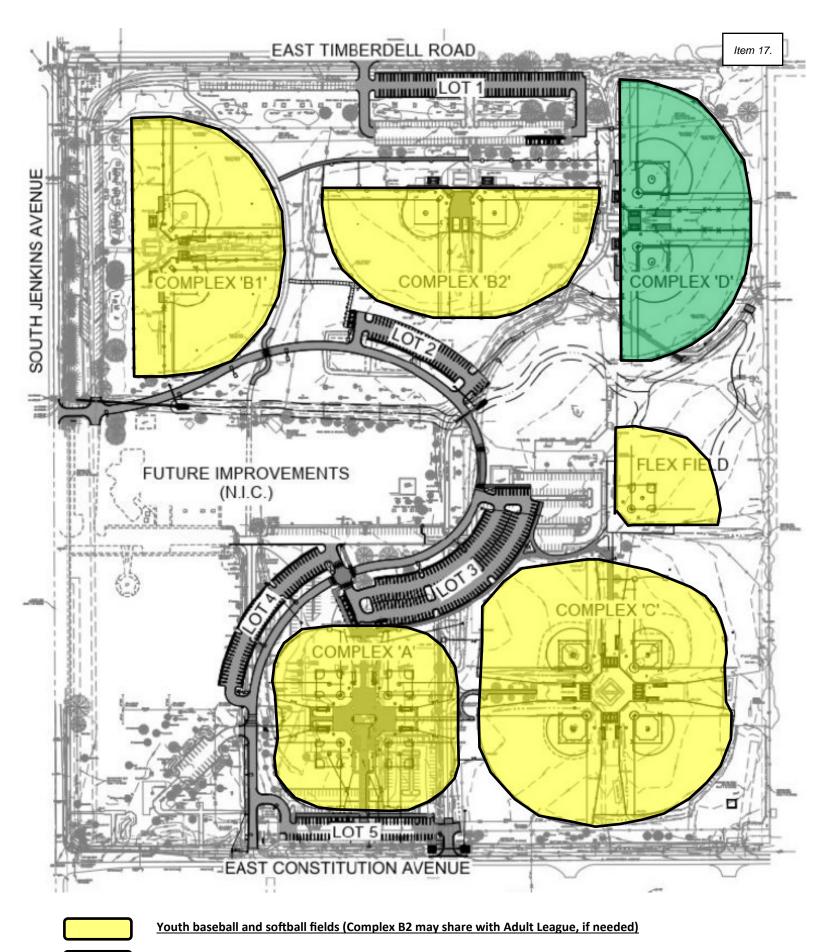
Approved as to form and legality this	day of	, 2021.	
		Office of the City Attorney	

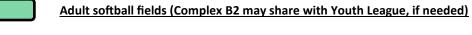
Amendment and Addendum No. 2 to K-1819-70

Item 17.

The Ball Clubs of Norman

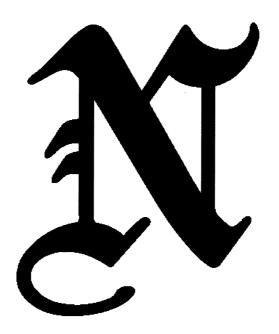
SIGNED:	ATTEST:	
President	Corporate Se	cretary
Subscribed and sworn to before me this	day of	, 2021.
	Notar	y Public
		ommission expires:





All Parking Lots 1-5 will be available for use by Ball Clubs of Norman, as per contract

Youth Baseball/Softball RFP #1819-22



Organization Name: Norman Baseball Academy Association
Address: 4310 48th Ave NW
City, State, Zip Code: Norman, OK 73072
Organization Contact Person: Terry Utley
Telephone Number of PCP: (405) 606-1953
Email Address of PCP: admin@normanbaseball.org

I. Background/Introduction

The Norman Baseball Academy Association, doing business previously as the Norman Youth Baseball Academy (NYBA), has been dedicated to improving the quality of baseball in Norman since its inception in 2014. We provide dedicated training facilities and instruction to Norman area youth for the purposes of developing the sport specific knowledge, skills, physical fitness, and teamwork/social tools necessary for teams to compete in both league and tournament play.

Upon notification of being selected as the winning bid of the Youth Baseball/Softball RFP, we will immediately begin filing paperwork to change our name to "The Ball Clubs of Norman" to more accurately reflect our new mission and scope of work.

Membership of our Board of Directors making this proposal include:

Terry Utley, President

Mailing Address: PO Box 720848, Norman OK 73070

Phone: (405) 606-1953 Email: terry@crisscross.com

Ryan Lundquist, Vice-President

Mailing Address: 4516 Black Horse RD, Norman OK 73072

Phone: (405) 488-8644

Email: Ryan.Lundquist@zimmerbiomet.com

Carrie Utley, Secretary/Treasurer

Mailing Address: PO Box 720848, Norman OK 73070

Phone: (405) 606-1954

Email: carrieu@norman.k12.ok.us

Trent Wells, Member

Mailing Address: 4211 Ridgeline Circle, Norman OK 73072

Phone: (405) 642-7555 Email: twells@ou.edu

Vernon McKown, Member

Mailing Address: 1320 N Porter, Norman OK 73071

Phone: (405) 620-5535

Email: vmckown07@ideal-homes.com

Gordon Hegeman, Member

Mailing Address: 2601 Venture Drive, Norman OK. 73069

Phone: (405) 249-2891

Email: ghegeman@pdclogic.com

II. Operational Overview

The aforementioned Board of Directors will be responsible for developing strategic plans and associated goals for the organization which will be carried out by a staff of both volunteer and paid staff while monitoring the implementation of directives, making course corrections, when necessary, in order to maximize operational efficiency and participant safety/satisfaction.

The organizational chart for business operations includes a consolidated leadership structure with sport and age specific coordinators in place to facilitate proactive communication and problem resolution. For a detailed diagram of the organizational structure, please see Attachment "A".

A. League/Tournament Format

Baseball/Softball leagues and tournaments will be offered in both spring and fall seasons. Our organization is currently evaluating options for becoming affiliated with an established governing body and may pursue this upon approval from the Board of Directors, however, we will operate officially as "unsanctioned" until such time. In the interim, we will be planning to offer the following playing schedule (on or around):

- Age/Birth Date Cutoff: January 1
- Ages/Divisions Offered:
 - Baseball 6U, 7U, 8U, 9U, 10U, 11U, 12U, 14U
 - o Softball 6U, 8U, 10U, 12U, 14U
- Playing Rules:
 - o Baseball USSSA / MLB
 - Softball USSSA
- Registration Opening Dates:
 - Spring First week of January
 - o Fall Last week of July
- Registration Closing Dates: Three Weeks Prior To Season Start
- League Start Dates:
 - Spring First Week of March
 - o Fall Late-August
- League End Dates:
 - Spring End of June
 - o Fall End of October
- First Tournament Dates:
 - Spring Mid-February
 - o Fall Mid-August
- Last Tournament Dates:
 - Spring First Week of July
 - o Fall First Week of November

In both baseball and softball, league play will consist of at least 12 regular season games in the spring and at least 10 regular season games in the fall with no preseason or postseason tournament. Within each season's tournament schedule, we will offer at least one league only tournament opportunity for teams who wish to compete. We will offer at least 12 tournaments in the spring and at least 8 tournaments in the fall, dependent upon weather and participation levels. Tournament registration will occur at the team level and will be carried out by a team representative who will complete registration information online prior to the tournament registration deadline each week tournaments are offered.

Concessions will be provided for league and tournament games/events and may be provided by volunteers, contracted third-parties, or a combination of both, with the ultimate goal of providing the best possible fan experience while maximizing revenue to assist with the operational expenses of the organization.

B. League Registration

For league play, our primary method of registration/payment will be for individuals to register online via our website. Additionally, we will offer at least two in-person opportunities per season where families of individuals can register and pay in person. Registration forms and payment may also be mailed into the league office. For mailed registrations, the postmark date will be considered as the day of registration.

Payment methods will include credit card, debit card, and electronic check. Written checks or money orders are accepted in person and via USPS mail delivery.

Individuals who submit registrations after the registration deadline has passed will be considered a "late registration". These participants will be allowed to be placed onto a team for that season, however, there will be a 20% late fee penalty assessed. Additionally, if a participant registers after the start of the season, they will be subject to the late fee penalty as well, however, there will be no guarantee as to placement on a team or participation in league play for that season. We will make every effort to accommodate registrations into the first two weeks of the season, but if it is not possible to place the late registrant, registration fee will be returned in full.

III. Program Fees

Program fees for league play will be comprised of both a standard per player league fee, plus a shared team cost of the umpire fees which will be paid to the umpires before the start of each league game.

Tournament fees will include a team registration fee as well as a gate fee component which will be paid in advance. This prepayment of gate fees, per team, will lessen the

overall cost of admission, encourage greater attendance, and reduce the number of paid staff necessary to operate tournaments.

Below is an estimate of the cost breakdown to participate in league and/or tournament play:

Baseball

- The cost below reflects the per player fee, not including a distributed equal share of umpire fees distributed per player for league play. There will be no charge for attendance to league games.
 - o 4U/5U \$45
 - o 6U-\$55
 - o 7U \$55
 - o 8U \$55
 - o 9U \$65
 - o 10U \$65
 - o 11U \$75
 - o 12U \$75
 - o 14U \$85

Softball

- The cost below reflects the per player fee, not including a distributed equal share of umpire fees distributed per player for league play. There will be no charge for attendance to league games.
 - o 6U \$55
 - o 8U \$55
 - o 10U \$65
 - o 12U \$75
 - o 14U \$85

Tournaments

- The cost below reflects participation fees due per team, plus a standard team gate fee. There will be no additional attendance cost or umpire fees collected during tournament play.
 - o 4U \$50 + gate fee
 - 5U/6U \$75 + gate fee
 - o 7U/8U \$100 + gate fee
 - 9U/10U \$125 + gate fee
 - 11U/12U \$150 + gate fee
 - 14U \$175 + gate fee

The cost for league play may change from one season to the next dependent upon an increase of the cost of operational overhead (field prep, maintenance, umpires, etc.) or if the number of league games offered for that season are increased. Any increase, if

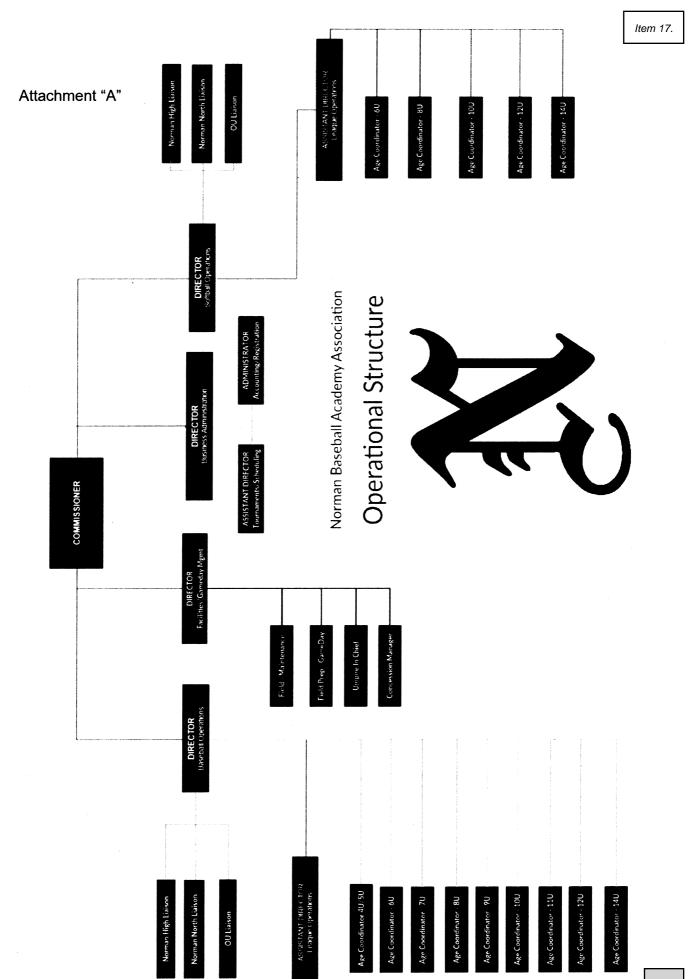
implemented, will not be higher than 10% of the registration cost associated with the previous season.

IV. Organizational Experience

The Norman Baseball Academy Association has been working diligently to improve the quality of baseball and softball in Norman by offering both high quality instruction and facilities since 2014. We offer season-long team and individual training, through both spring and fall seasons, as well as numerous camps and clinics throughout the year. Our instructional staff is comprised of many former collegiate and professional baseball players with decades of experience who are dedicated to promoting skill development and the core principles of fair play, teamwork, sportsmanship. We maintain some of the finest training facilities in the area which include a dedicated indoor facility, indoor/outdoor batting cages and mounds, as well as six professionally manicured outdoor fields. We not only train individual players, but we also coach teams in both local leagues as well as area/regional tournaments.

V. Supplemental Considerations

- o Our organization will assume the operation and maintenance of all baseball/softball related infrastructure and activities at Griffin Community Park for the consideration of \$1 per year.
- Will maintain a minimum insurance level of Comprehensive General (Public) Liability or its equivalent, including \$500,000 each person, \$1,000,000 each occurrence, and property damage \$250,000 per occurrence of \$1,000,000 combined single limit for bodily injury and property damage, including the naming of our officers, employees, and the City of Norman on the policy as additionally insured.
- We will undertake all maintenance including field dirt, conditioner, chalk, or any other field needs as required. The City of Norman has offered to undertake mowing of the facilities and we will accept this offer until such time as we can provide part or all of the mowing services internally.
- We would request that all existing infrastructure, supplies, and equipment currently in
 possession of the City of Norman pertaining the operation of the baseball/softball program be
 transferred to possession of our organization for continued use in supporting program
 operations. Additionally, we request continued use of storage facilities at Griffin Park for the
 storage of related equipment and supplies.
- In the interest of the seamless continuation of both the baseball and softball programs, our organization will assume the lease and ownership of the online TeamSideline sports management account and associated data.



OFFICE OF THE SECRETARY OF STATE



NOT FOR PROFIT CERTIFICATE OF INCORPORATION

WHEREAS, the Not For Profit Certificate of Incorporation of

NORMAN BASEBALL ACADEMY ASSOCIATION

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the city of Oklahoma City this <u>23rd</u> day of <u>May</u>, <u>2014</u>.

Secretary of State

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: James Briggs, Park Planner

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-133 (AMENDMENT NO. TWO): BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY FOR THE NORMAN FORWARD YOUTH FOOTBALL IMPROVEMENTS PROJECT AND FINAL

PAYMENT OF \$58,952.69.

BACKGROUND:

In October of 2015, the citizens of Norman voted to fund the Norman Forward Quality of Life projects with a limited term ½% sales tax increase for 15 years. This initiative included several high-priority projects identified in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan, and additional projects designed to provide recreational opportunities for Norman residents. One such project was the initial construction of Ruby Grant Park.

DISCUSSION:

On April 9, 2019, City Council approved Contract K-1819-133 with Crossland Construction Company, Inc. to provide construction management at-risk (CMAR) services for the Ruby Grant Park project. The initial contract amount of \$17,575 was approved to provide pre-construction services which included plan review, design assistance, bidding services, and value engineering. On October 22, 2019, City Council approved Amendment #1 to Contract K-1819-133 in the amount of \$5,134,292 for the Phase 1 Construction of the Park by Crossland.

On December 4, 2020, a virtual ribbon-cutting ceremony was held for Phase 1A of the Ruby Grant Park project. The park features an inclusive playground, extensive walking and cross-country running trails, a new dog park, an 18-hole disc golf course, large stone pavilions, and restroom facilities. The final payment was made for Phase 1 of the project on March 23, 2021.

The Implementation Plan for Norman Forward projects originally envisioned the construction of a standalone youth football and adult softball facility at a site in east Norman. Funding allocated for the standalone community sports park was insufficient, however. Council approved alternative plans for the location of the youth football facility at Ruby Grant Park, and the adult

softball facility at Reaves Park, within the \$2,500,000 allocated in Norman Forward for the Community Sports Park.

On November 10, 2020, Amendment No. 2 to Contract K-1718-123 with Howell and VanCuren, Landscape Architects, was approved by City Council for additional design services for the youth football improvements at Ruby Grant Park. That design work was completed, and Crossland Construction Inc. subsequently bid out the construction work for the youth football improvements.

On February 9, 2021, Amendment No. 2 to Contract K-1819-133 in the amount of \$1,179,054 with Crossland Construction Company was approved by City Council for youth football field improvements at Ruby Grant Park. That work included the construction of a restroom facility, additional parking, walkways to access the practice fields, and further work to complete the football practice fields that were roughed in as part of the initial Ruby Grant project.

On November 6, 2021, the youth football project reached substantial completion. All work under Contract K-1819-133 AMD #2 is complete. There were nine pay applications submitted and approved throughout the course of the project, which totaled \$1,120,101.36. Further, since this project is being funded with bond money through the Norman Municipal Authority, the Norman Municipal Authority cannot pass the sales tax exemption on to the Construction Manager. Staff collected invoices for taxable materials from Crossland Construction Company on a monthly basis and purchased those materials directly from the suppliers to avoid sales tax payments for those items. The final pay application submitted by the contractor on November 18, 2021, was in the amount of \$58,952.69.

RECOMMENDATION:

It is recommended that the City of Norman accept the NORMAN FORWARD Youth Football Improvements at Ruby Grant Park Project as complete and authorize final payment in the amount of \$58,952.69 to Crossland Construction. Funding is available in NORMAN FORWARD Community Sports Park Project-Construction (account 51794442-46101; project NFB005).

Appl	cation and Certificate For Payment				PAGE 1
то:	City of Norman 201 West Gray Street Norman, OK 73069	PROJECT: Ruby Grant Park - Amendment One 3110 West Franklin Road Norman, OK 73072	Application No: Date: Period To:	10 11/18/2021 30-Nov-21	Distribution to: X OWNER X ARCHITECT
FROM:	Crossland Construction Company P.O. Box 45 Columbus, KS 66725	ARCHITECT: Howell & Vancuren / Wallace Engineering 123 North Martin Luther King Jr. Blvd Tuslsa, OK 74103	Contract Date: Project No:	19OK35-AEA	CONTRACTOR

Application for Payment

1. ORIGINAL CONTRACT SUM		1	\$1,179,054.05
2. Net change by Change Orders			\$0.00
3. CONTRACT SUM TO DATE	(Line 1 + 2)		\$1,179,054.05
4. TOTAL COMPLETED & STORED TO DATE			\$1,179,054.05
 Total Owner Paid Materials 	\$82,905.63		
b. Total Direct to Conctractor	\$1,096,148.42		
5. RETAINAGE:			
Total Retainage (Lines 5a + 5b or			
Total in Column I of Continuation Sheet)		\$	0.00
6. TOTAL EARNED LESS RETAINAGE			\$1,120,101.36
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMEN	NT.		
(Line 6 from prior Certificate)			\$1,120,101.36
Less Owner Direct Pay Request for this Month			\$0.00
8. CURRENT PAYMENT DUE			\$58,952.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE			\$0.00
(Line 3 less Line 6)			

CHANGE ORDER SUMMARY	ADDITIONS	DEDUC'	TIONS
Total Change Approved in Previous Months by Owner:	\$ -	\$	=
Total approved this Month:	\$ -	S	_
TOTALS:	\$ -	\$	-
NET CHANGES by Change Orders			

Contractor's Certificate For Payment

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

CONTRACTOR:	/		
By:	/	Date:	11/18/21
State of Oklahoma	County of	OLL	AHOMH
Subscribed and sworn to before me this	18 day of	Nov.	
Notary Public:	Ron	olf Sm	eith
My Commission expires:		/18/	

21003738 # 21003738 # 0 EXP. 03/18/25

Architect's Certificate for Payment

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

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

PAGE 2 OF 2

Crossland Construction Company APPLICATION FOR PAYMENT APPLICATION NO: APPLICATION DATE:

10 11/18/2021

PERIOD TO: 30-Nov-21

CONTRACTOR'S PROJECT NO: 190K35-AEA

A	В	С	D	Е	F	G	G		I
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK CON	MPLETED	MATERIALS	TOTAL	%	BALANCE	
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	$(G \div C)$	TO FINISH	RETAINAGE
			APPLICATION		STORED	AND STORED		(C - G)	5%
			(D + E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			
	SCHEDULE OF VALUES								
002	03B - SITE CONCRETE - ELITE ST	\$222,501.00	\$222,501.00			\$222,501.00	100%	\$0.00	
002.01	CC006 - RFI#002 SIDEWALK INTER	\$5,274.26	\$5,274.26			\$5,274.26	100%	\$0.00	
002.02	CC009 - TRAIL MEDALLION DISTA	\$1,382.77	\$1,382.44			\$1,382.44	100%	\$0.33	
002.03	CC010 - CONCRETE PADS FOR 6 B	\$5,491.47	\$5,491.47			\$5,491.47	100%	\$0.00	
002.04	CC011 - CREDIT FOR CONCRETE F	(\$10,190.00)	(\$10,190.00)			(\$10,190.00)	100%	\$0.00	
004	03A BLD CONC/04A MASONRY - CIA	\$80,500.00	\$80,500.00			\$80,500.00	100%	\$0.00	
004.01	CC005 - ADDED UNDER SLAB INSUL	\$1,799.75	\$1,799.75			\$1,799.75	100%	\$0.00	
005	05A&06B HEAVY TIMBER & MISC S	\$28,400.00	\$28,400.00			\$28,400.00	100%	\$0.00	
005.01	CC002 - POST AND CABLE - INST	\$4,256.38	\$4,256.38			\$4,256.38	100%	\$0.00	
005.02	CC013 - FOSTER SIGNS	\$9,930.50	\$9,930.50			\$9,930.50	100%	\$0.00	\$ -
005.03	CC016 - Stolen Gate	\$1,390.00	\$1,390.00			\$1,390.00	100%	\$0.00	\$ -
007	07A WATERPROOFING/JOINT SEAL A	\$9,663.00	\$9,663.00			\$9,663.00	100%	\$0.00	\$ -
008	07B ROOFING - OK ROOFING - CC0	\$6,653.00	\$6,653.00			\$6,653.00	100%	\$0.00	\$ -
009	08A DOOR ASSEMBLIES - CROSSLAN	\$11,100.00	\$11,100.00			\$11,100.00	100%	\$0.00	\$ -
010	09A GYP WALLS - SW DRYWALL	\$49,700.00	\$49,700.00			\$49,700.00	100%	\$0.00	\$ -
010.01	CC007 - RFI#003 - MEP CHASE I	\$770.00	\$770.00			\$770.00	100%	\$0.00	\$ -
010.02	CC022 - EXISTING MEP CHASE INSULATE	\$3,900.00	\$3,900.00			\$3,900.00	100%	\$0.00	\$ -
011	09B PAINTING - MID SOUTH COAT	\$6,038.00	\$6,038.00			\$6,038.00	100%	\$0.00	\$ -
011.01	CC007 - RFI#003 -MEP CHASE IN	\$260.00	\$260.00			\$260.00	100%	\$0.00	\$ -
012	10A SPECIALTIES - CROSSLAND	\$7,800.00	\$7,800.00			\$7,800.00	100%	\$0.00	\$ -
015	022A & 023A PLUMBING/HVAC PIP	\$72,200.00	\$72,200.00			\$72,200.00	100%	\$0.00	\$ -
015.01	CC008 - SINK REPLACMENT	\$4,364.67	\$4,364.67			\$4,364.67	100%	\$0.00	\$ -
015.02	CC012 - HYDRANT BACKFLOW REPL	\$1,543.92	\$1,543.92			\$1,543.92	100%	\$0.00	\$ -
015.03	CC017 - SE Parking Backflow	\$1,982.58	\$1,982.58			\$1,982.58	100%	\$0.00	\$ -
016	026A ELECTRICAL - BAKER	\$39,876.00	\$39,876.00			\$39,876.00	100%	\$0.00	\$ -
016.01	CC015 - Fire-fly Electrical	\$2,000.00	\$2,000.00			\$2,000.00	100%	\$0.00	\$ -
017	031A EARTHWORK - CROSSLAND EA	\$89,200.00	\$89,200.00			\$89,200.00	100%	\$0.00	\$ -
017.01	CC003 - BUILDING PAD REVISION	\$3,510.00	· ·			\$3,510.00	100%	\$0.00	
017.02	CC006 - RFI#002 - SIDEWALK IN	\$927.50	\$ 927.50			\$927.50	100%	\$0.00	
018	032A ASPHALT - TURNING POINT	\$86,620.00	\$86,620.00			\$86,620.00	100%	\$0.00	· ·
019	032B LANSCAPING/IRRIGATION - G	\$36,729.17	· ·			\$36,729.17	100%	\$0.00	
019.02	PRACTICE FIELD IMPROVEMENTS	\$37,250.97				\$37,250.97	100%	\$0.00	
019.03	CC018 - Practice Field Improve Change	(\$37,250.97)	· ·			(\$37,250.97)	100%	\$0.00	
	NOI Improvements	\$11,937.25	· · · · · · · · · · · · · · · · · · ·			\$11,937.25	100%		215
017.01		Ψ11,737.23	¥ 11,731.23			Ψ11,757.25	10070	Ψ0.00	*

Item 18.

020	32E Practice Field - United Turf	\$22,500.00	\$ 22,500.00			\$22,500.00	100%	\$0.00	\$
021	033A & 033B STORM SEWER/SITE	\$27,949.00	\$ 27,949.00			\$27,949.00	100%	\$0.00	\$ Item 18.
100	CONTINGENCY/ALLOWANCES	\$0.00	\$ -			\$0.00	100%	\$0.00	\$
101	INSURANCE	\$5,819.00	\$ 5,819.00			\$5,819.00	100%	\$0.00	\$ -
102	GENERAL CONDITIONS	\$163,710.00	\$ 163,710.00			\$163,710.00	100%	\$0.00	\$ -
103	PROJECT REQUIREMENTS/REIMBURS	\$121,180.00	\$121,180.00			\$121,180.00	100%	\$0.00	\$ -
103.01	CC#023 - Contengency to PRs	\$7,713.00	\$7,713.00			\$7,713.00	100%	\$0.00	\$ -
104	PRECONSTRUCTION SERVICES	\$0.00	\$ -			\$0.00	100%	\$0.00	\$ -
105	CM FEE	\$32,671.83	\$ 32,671.83			\$32,671.83	100%	\$0.00	\$ -
	Subtotal	\$1,179,054.05	\$1,096,148.42	\$0.00	\$0.00	\$1,096,148.42	100%	\$82,905.63	\$ -
	ODP								
1	ODP Invoices	\$0.00	\$82,905.63	\$0.00	\$0.00	\$82,905.63	#DIV/0!	(\$82,905.63)	\$ -
	GRAND TOTAL	\$1,179,054.05	\$1,179,054.05	\$0.00	\$0.00	\$1,179,054.05	100%	\$0.00	\$ -

CITY OF NORMAN Purchasing Division Post Office Box 370 Norman, Oklahoma 73070

AFFIDAVIT

State of OKlahoma)	P. 0. No. —	14-1819-1	3
County of OKlahoma)		Ruby Grant A1 -	
		Amount	\$ 58, 952.69	
IN ACCORDANCE WITH OKLAHOMA S' THIS FORM MUST BE COMPLETED AN PROCESSED FOR PAYMENT.				0.9.
The undersigned person (architect age, being duly sworn, on oath says s(he) is authorized to submit the involutional that the (work, services, or materials) accordance with the plans, specificat states that s(he) has made no paymedirectly or indirectly, to any elected of thing of value to obtain payment of the pursuant to which an invoice is submitted.	that this (invoice pursuant to) as shown by the ions, orders or ent, given or doing ficial, officer or ne invoice or pro	e, claim or con a contract or his invoice have requests furnity nated or agree employee of	ntract) is true and correpurchase offer. Affian we been (completed or shed the affiant. Affiant to pay, give or done the City of Norman, of	rect and that t further states r supplied) in nt further ate, either f money or any
# 2100 EXP. 03	3738 18/25 \$ 100 KL	The	Company Name Company Name Intractor, Supplier. Engineer, or S	
Subscribed and sworn to before me	this 18 TH	day of Nov		,20 2/
My Commission expires 03/18/9	5	Notary Public	All Emily (or Officer having power to Adm	inister Oaths)

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: James Briggs, Park Planner

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

AND FINAL PAYMENT OF \$16,228.35.

BACKGROUND:

In October of 2015, the citizens of Norman voted to fund the Norman Forward Quality of Life projects with a limited term ½% sales tax increase for 15 years. This initiative included several high-priority projects identified in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan, and additional projects designed to provide recreational opportunities for Norman residents. One such project was the initial construction of Ruby Grant Park.

DISCUSSION:

On April 9, 2019, City Council approved Contract K-1819-133 with Crossland Construction Company, Inc. to provide construction management at-risk (CMAR) services for the Ruby Grant Park project. The initial contract amount of \$17,575 was approved to provide pre-construction services which included plan review, design assistance, bidding services, and value engineering. On October 22, 2019, City Council approved Amendment #1 to Contract K-1819-133 in the amount of \$5,134,292 for the Phase 1 Construction of the park by Crossland. On February 9, 2021, City Council approved Amendment #2 to Contract K-1819-133 in the amount of \$1,179,054 to fund the construction of the Norman Forward youth football improvements at Ruby Grant Park.

On December 4, 2020, a virtual ribbon-cutting ceremony was held for Phase 1 of the Ruby Grant Park project. The park features an inclusive playground, extensive walking and cross-country running trails, a new dog park, an 18-hole disc golf course, large stone pavilions, and restroom facilities. The final payment was made for Phase 1 of the project on March 23, 2021.

On June 8, 2021, Amendment No. 3 to Contract K-1819-133 with Crossland Construction Company was approved by City Council in the amount of \$324,567 for the southeast parking addition construction project (Phase 1B) to expand the parking lot in the southeast corner of Ruby Grant Park. The additional parking spaces significantly helped relieve the overflow parking situation in that part of the park, which serves both the disc golf course and the dog park area, as well as access to the extensive walking trail and one of the restroom buildings.

On November 6, 2021, the project reached substantial completion. All work under Contract K-1819-133 AMD #3 is complete. There were a total of 5 pay applications submitted and approved throughout the project, which totaled \$308,338.65. The final pay application submitted by the contractor on November 18, 2021, was in the amount of \$16,228.35.

RECOMMENDATION:

It is recommended that the City of Norman accept the Southeast Parking Addition at Ruby Grant Park (Phase IB) Project as complete and authorize final payment in the amount of \$16,228.35 to Crossland Construction. Funding is available for this project in the Room Tax Fund, Ruby Grant Community Park Development - Construction (Account 23794442-46101; Project PR0172) and the Park Land Development Fund, Ruby Grant Community Park Development, Construction (Account 52794442-46101; Project PR0172).

Application and Certificate For Paymen	Ap	plication	and	Certificate	For	Pay	ymen
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Item 19.

PAGE 1 TO: City of Norman PROJECT: Ruby Grant Park - Southeast Addition 6 Distribution to: Application No: 201 West Gray Street 3110 West Franklin Road 11/18/2021 XOWNER Date: Norman, OK 73069 X ARCHITECT Norman, OK 73072 Period To: 30-Nov-21 CONTRACTOR Contract Date: FROM: Crossland Construction Company ARCHITECT: Howell & Vancuren / Wallace Engineering Project No: 190K35-AEA P.O. Box 45 123 North Martin Luther King Jr. Blvd Columbus, KS 66725 Tuslsa, OK 74103

Application for Payment

| 1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE 4. TOTAL COMPLETED & STORED TO DATE a. Total Owner Paid Materials b. Total Direct to Conctractor (Line 1 + 2) (SOME 1 + 2) (SOME 2) (SOME 3) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 5. RETAINAGE: | |
| Total Retainage (Lines 5a + 5b or | |
| Total in Column I of Continuation Sheet) | \$ 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE | \$308,338.65 |
| (Line 4 Less Line 5 Total) | V |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | |
| (Line 6 from prior Certificate) | \$308,338.65 |
| Less Owner Direct Pay Request for this Month | \$0.00 |
| 8. CURRENT PAYMENT DUE | \$16,228.35 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | \$0.00 |
| (Line 3 less Line 6) | |

CHANGE ORDER SUMMARY	ADDITIONS	DE	EDUCTIONS
Total Change Approved in Previous Months by Owner:	\$ -	\$	-
Total approved this Month:	\$ -	\$	_
TOTALS:	\$ -	\$	-
NET CHANGES by Change Orders			

Contractor's Certificate For Payment

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

CONTRA	ACTOR:					WALD SAME
Ву:	Ohh III/	A		Date:	11/18/21	#21003738
State of	Oklahoma	Coun	ty of	OKLA	HOMA	EXP. 03/18/25
Subscribe	ed and sworn to before me this	18	day of	Nov.	,2021	WAS COBLINED TO
Notary Pu	ıblic:	20	moll	Small	h	WWOE OKTUME
My Comm	nission expires:		03/18	125	•	***************************************

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified

mount Certifient: 5 \$ 16,228.3	35
rchitect:	
GATTMI	November 19, 2021
G. GUTY 11VV	_ _{Date:} November 19,

is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Crossland Construction Company APPLICATION FOR PAYMENT PAGE 2 OF 2

Item 19.

APPLICATION NO:

APPLICATION DATE:

11/18/2021 30-Nov-21

PERIOD TO:

CONTRACTOR'S PROJECT NO: 190K35-AEA

В	C	D	Е	F	G		Н	I
DESCRIPTION OF WORK	SCHEDULED	WORK COM	/IPLETED	MATERIALS	TOTAL	%	BALANCE	
	VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	$(G \div C)$	TO FINISH	RETAINAGE
		APPLICATION		STORED	AND STORED		(C - G)	5%
		(D + E)		(NOT IN	TO DATE			
				D OR E)	(D+E+F)			
SCHEDULE OF VALUES								
07C Waterproofing SE Parking - Bone Dry	\$2,959.00	\$ 2,959.00			\$ 2,959.00	100%	\$0.00	\$ -
Joint Sealant Backcharge	(\$2,650.00)	\$ (2,650.00)			\$ (2,650.00)	100%	\$0.00	\$ -
026B Electrical SE Parking - Baker	\$11,984.00	\$ 11,984.00			\$ 11,984.00	100%	\$0.00	\$ -
02A Earthwork SE Parking - D Owen	\$79,300.00	\$ 79,300.00			\$ 79,300.00	100%	\$0.00	\$ -
32B Asphalt SE Parking - Turning Point	\$121,199.00	\$ 121,199.00			\$ 121,199.00	100%	\$0.00	\$ -
CC#019 - NOI Trail Work	\$12,500.00	\$ 12,500.00			\$ 12,500.00	100%	\$0.00	\$ -
Joint Sealant Backcharge	\$2,650.00	\$ 2,650.00			\$ 2,650.00	100%	\$0.00	\$ -
Extend Art Sidewalk	\$4,250.00	\$ 4,250.00			\$ 4,250.00	100%	\$0.00	\$ -
32D Landscaping SE Parking - Greenshad	\$29,103.00	\$ 29,103.00			\$ 29,103.00	100%	\$0.00	\$ -
Landscaping Dog Parking Greenshade	\$13,446.71	\$ 13,446.71			\$ 13,446.71	100%	\$0.00	\$ -
CONTINGENCY/ALLOWANCES	\$0.00	\$ -			\$ -	100%	\$0.00	\$ -
INSURANCE	\$1,916.00	\$ 1,916.00			\$ 1,916.00	100%	\$0.00	\$ -
GENERAL CONDITIONS	\$26,385.00	\$ 26,385.00			\$ 26,385.00	100%	\$0.00	\$ -
PROJECT REQUIREMENTS/REIMBURS	\$5,500.00	\$ 5,500.00			\$ 5,500.00	100%	\$0.00	\$ -
CC#023 - Contengency to PRs	\$7,030.30	\$7,030.30			\$7,030.30	100%	\$0.00	\$ -
CM FEE	\$8,994.00	\$ 8,994.00			\$8,994.00	100%	\$0.00	\$ -
		,						
Subtotal	\$324,567.01	\$324,567.01			\$ 324,567.00	100%	\$0.00	\$ -
	•	·			·			
GRAND TOTAL	\$324,567.01	\$324,567.01	_		\$324,567.00	100%	\$0.00	\$ -
		·						
	SCHEDULE OF VALUES 07C Waterproofing SE Parking - Bone Dry Joint Sealant Backcharge 026B Electrical SE Parking - Baker 02A Earthwork SE Parking - D Owen 32B Asphalt SE Parking - Turning Point CC#019 - NOI Trail Work Joint Sealant Backcharge Extend Art Sidewalk 32D Landscaping SE Parking - Greenshad Landscaping Dog Parking Greenshade CONTINGENCY/ALLOWANCES INSURANCE GENERAL CONDITIONS PROJECT REQUIREMENTS/REIMBURS CC#023 - Contengency to PRs CM FEE	DESCRIPTION OF WORK SCHEDULED	DESCRIPTION OF WORK VALUE VALUE FROM PREVIOUS THIS PERIOD NOT TO DATE COMPLETED TO DATE (G - C)					

CITY OF NORMAN Purchasing Division

Purchasing Division Post Office Box 370 Norman, Oklahoma 73070

AFFIDAVIT

State of	OKlahoma) P. O. NoK-1819-13
County of	OKlahoma) Invoice No Ruby Grant SE - Retainage
		Amount \$ 16, 228.35
THIS FO		TITLE 74. SECTION 3110. AND TITLE 62. SECTION 310.9. TED BEFORE ANY INVOICE OVER \$25,000 CAN BE
age, being d s(he) is auth that the (wor accordance states that so directly or income thing of value	uly sworn, on oath says that this orized to submit the invoice purs k, services, or materials) as show with the plans, specifications, or (he) has made no payment, given directly, to any elected official, of	ctor, supplier, engineer, or supervisory official), of lawful (invoice, claim or contract) is true and correct and that uant to a contract or purchase offer. Affiant further states we by this invoice have been (completed or supplied) in ders or requests furnished the affiant. Affiant further or donated or agreed to pay, give or donate, either efficer or employee of the City of Norman, of money or any e or procure award of this contract or purchase order
Subscribed a	# 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 21003738 # 210	Crassland Construction Company Company Name By: Architect, Contractor, Supplier. Engineer, or Supervisory Official day of Nov. ,20 2/
		Royall Smith
My Commiss	sion expires03/18/25	Notary Public (or Officer having power to Administer Oaths)

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

FINAL PAYMENT IN THE AMOUNT OF \$12,405.24

BACKGROUND:

In the Norman General Obligation Bond Election of 2016, voters approved the Street Maintenance Bond Program, a 5-year, 4-phase program to address maintenance needs on neighborhood streets. The four categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction and (4) Rural Road Rehabilitation. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of the FYE 2020 Urban Concrete Pavement project locations included in this Bid:

- Lakecrest Drive 12th Avenue NE to Erie Avenue
- McKinley Avenue Lindsey Street to Stinson Street
- George Avenue Lindsey Street to Stinson Street

The roadways included in this project are located in established residential neighborhoods. The current roadways are constructed of concrete pavement. The concrete pavement is in poor condition. This project involves rehabilitation of the existing pavement including panel replacement.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-four (24) bid items, twenty-two (22) items had a quantity change. Eight (8) quantity changes resulted in increased cost, while fourteen (14) quantity changes resulted in decreased cost for an overall contract decrease of \$130.50 or 0.04%. The contract decreased from \$308,235 to \$308,104.50 (see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases).

In addition to the quantity changes, Change Order No. 1 details the credit being provided by the contractor in lieu of liquidated damages for slow progress on this project, resulting in an addition of 288 days. City Staff feels this credit in lieu is justified considering the value of this contractor's attention to other city projects during this time period. This credit further decreases the contract amount by \$3,000 or 0.97% from \$308,104.50 to \$305,104.50.

The final payment amount owed to Central Contracting is \$12,405.24, which includes the full 5% retainage. This payment will be from Urban Concrete Bond, Construction (Account 50593393-46101; Projects BP0446 & BP0450).

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, decreasing Contract K-1920-7 for the FYE 2020 Street Maintenance Bond - Urban Concrete, Project 1 with Central Contracting by \$3,130.50 from \$308,235.00 to \$305,104.50 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2020 Street Maintenance Bond - Urban Concrete, Project 1, Contract K-1920-7, and final payment to Central Contracting be approved in the amount of \$12,405.24.

Item 20.

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: November 30, 2021

CONTRACT NO.: K-1920-7 SUBMITTED BY: Joseph Hill

PROJECT: FYE 2020 Urban Concrete - Project 1

CONTRACTOR: Central Contracting Services, Inc.

17301 S. Sunnylane Road Norman, Oklahoma 73071

Original Completion Date: May 23, 2020

Previous Completion Date: May 23, 2020 ORIGINAL CONTRACT AMOUNT \$ 308,235.00

(Increase) this change order 288 Calendar Days

New Completion Date: October 10, 2021 PRESENT CONTRACT AMOUNT \$ 308,235.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$22,488.00	-\$22,618.50
Credit in lieu of Liquidated Damages		-\$3,000.00

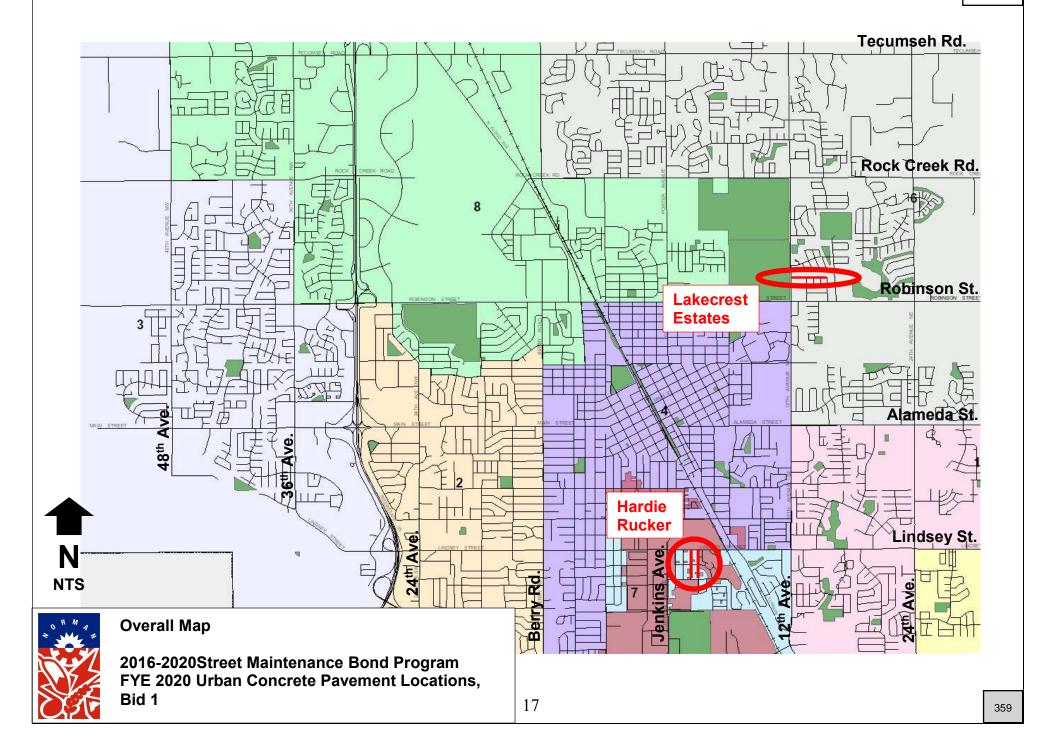
NETCHANGE -\$3,130.50

REVISED CONTRACT AMOUNT \$305,104.50

See Detailed Quantity Change on Page 2 of 2:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREAS
1	Mobilization	L Sum	1	0.50	1	\$2,500.00	Y
2	Traffic Control	L. Sum	1	0.50		\$2,500.00	
3	Undercut	C.Y.	50		-50.00		-\$250.00
4	Saw Cut Pavement Full Depth	LF.	5,000		-3949.00		-\$3,949.00
5	Remove Curb & Gutter	LF.	50		-50.00		-\$250.00
6	Remove Integral Curb W/Slab	LF.	2,000		-537.00		-\$268.50
7	Remove Concrete Pavement	S.Y.	4,025	27.00		\$243.00	
8	Type A ODOT Aggregate Base	TON	50	45.00		\$1,125.00	
9	Repair Inlet Box and Adjust to Grade	EA.	2		-2.00		-\$2,000.00
10	3000 PSI Concrete for 6" Pavement	S.Y.	4,025	27.00		\$1,458.00	
11	3000 PSI High-Early Strength Concrete 6" Pavement	S.Y.	100		-100.00		-\$5,400.00
12	3000 PSI High-Early Strength Concrete 9" Pavement	S.Y.	20		-20,00		-\$1,080.00
13	Remove Si dewalk	S.Y.	25	78.00		\$702.00	
14	3000 Concrete 4" Sidewalk	S.Y.	25				
15	3000 Concrete Sidewalk Ramps	S.Y.	25	53.00		\$10,600.00	
16	Detectable Warning Surface	S.F.	8	56.00		\$3,360.00	
17	Clean Topsoil	C.Y.	20		-20.00		-\$400.00
18	Slab Sod	S.Y.	100		-100.00		-\$350.00
19	Adjust Manhole Ring to Grade	EA.	5		-5.00		-\$250.00
20	Adjust Water Valve	EA.	5				
21	Repair Existing Sprinkler Head	EA.	5		-5.00		-\$125.00
22	Repair Existing Sprinkler Line	LF.	200		-200.00		-\$2,000.00
23	6" Integral Curb	LF.	2,000		-537.00		-\$4,296.00
24	Stabilize Subgrade	S.Y.	100		-100.00		-\$2,000.00
	***************************************				TOTALS	\$22,488.00	-\$22,618.50
					DIFFERENCE	-\$1	30.50

CONTRACTOR: John L. P. ple	DATE:
ENGINEER: Franch Branch	DATE: 11/22/21
CITY ATTORNEY: Challen Ille	DATE: 11/22/21
ACCEPTED BY:	DATE:
(Mayor)	



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

FINAL PAYMENT IN THE AMOUNT OF \$12,098.54.

BACKGROUND:

In the Norman General Obligation Bond Election of 2016, voters approved the Street Maintenance Bond Program, a 5-year, 4-phase program to address maintenance needs on neighborhood streets. The four categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction and (4) Rural Road Rehabilitation. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of the Street Maintenance Bond Program – Urban Concrete Pavement FYE 2020 Project 3 locations included in this Bid:

Glenwood Street – N Berry Road to Barbour Avenue
Wind Hill Road – Fairlawn Drive to N 1500 Block (end)
Abe Martin Drive – Northcliff Avenue to Northcrest Drive
Leaning Elm Drive – Woodcrest Creek Drive to Redwood Drive
Winding Creek Circle – Sequoyah Trail to N 2700 Block (End)
Woodcrest Creek Drive – Yarmouth Road to Cripple Creek Drive
Hempstead Court – Queenston Avenue to E 1500 Block (End)
Rockridge Court – Queenston Avenue to E 1500 Block (End)
Charles Street – N Sherry Avenue to Woods Avenue

The roadways included in this project are located in established residential neighborhoods. The current roadways are constructed of concrete pavement, which is in poor condition. This project involves rehabilitation of the existing pavement including panel replacement.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-three (23) bid items, twenty-one (21) items had a quantity change. Seven (7) quantity changes resulted in increased cost, while fourteen (14) quantity changes resulted in decreased cost for an overall contract decrease of \$184.50 or 0.06%. The contract decreased from \$302,155 to \$301,970.50. Please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases.

In addition to the quantity changes, Change Order No. 1 details the credit being provided by the contractor in lieu of liquidated damages for slow progress on this project, resulting in an addition of 288 days. City Staff feels this credit in lieu is justified considering the value of this contractor's attention to other city projects during this time period. This credit further decreases the contract amount by \$3,000.00 or 0.99% from \$301,970.50 to \$298,970.50.

The final payment amount owed to Central Contracting is \$12,098.54, which includes the full 5% retainage. This payment will be made from Urban Concrete, Construction (50593393-46101), Projects BP0044, BP0447, BP0449 and BP0451).

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, decreasing Contract K-1920-47 for the FYE 2020 Street Maintenance Bond - Urban Concrete, Project 3 with Central Contracting by \$3,184.50 from \$302,155.00 to \$298,970.50 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2020 Street Maintenance Bond - Urban Concrete, Project 3, Contract K-1920-47, and final payment to Central Contracting be approved in the amount of \$12,098.54.

Item 21.

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. __1 DATE; November 30, 2021

CONTRACT NO.: K-1920-47 SUBMITTED BY: Joseph Hill

PROJECT: FYE 2020 Urban Concrete - Project 3

CONTRACTOR: Central Contracting Services, Inc.

17301 S. Sunnylane Road Norman, Oklahoma 73071

Original Completion Date: May 23, 2020

Previous Completion Date: May 23, 2020 ORIGINAL CONTRACT AMOUNT \$ 302,155.00

(Increase) this change order 288 Calendar Days

New Completion Date: October 10, 2021 PRESENT CONTRACT AMOUNT \$ 302,155.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$13,645.00	-\$13,829.50
Credit in lieu of Liquidated Damages		-\$3000.00

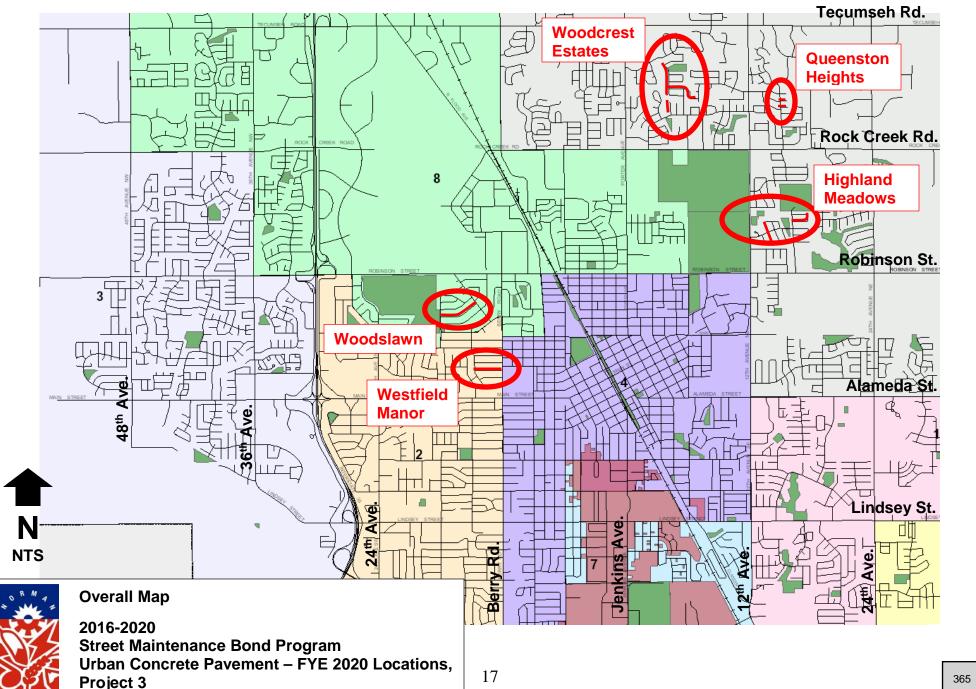
NET CHANGE -\$3,184.50

REVISED CONTRACT AMOUNT \$298,970.50

See Detailed Quantity Change on Page 2 of 2:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREAS
3	Undercut (2)	C.Y.	50		-38.00		-\$19 0.0 0
4	Saw Cut Pavement Full Depth	LF.	5,000		-3343.00		-\$3,343.00
5	Remove Curb & Gutter (6)	L.F.	50		-50.00		-\$250.00
6	Remove Integral Curb W/Slab (6)	L.F.	2,000		49.00	The state of the s	-\$24.50
7	Remove Concrete Pavement (1,6)	S.Y.	4,025	70.00		\$630.00	
8	Type A ODOT Aggregate Base	TON	50		-13.00		-\$325.00
9	Repair Inlet Box and Adjust to Grade (3)	EA.	2		-2,00	\$0.00	-\$2,000.00
10	3000 PSI Concrete for 6" Pavement (5,9,10,14)	S.Y.	4,025	15.00		\$810.00	
11	3000 PSI High-Early Strength Concrete 6" Pavement (5,9,1	S.Y.	100		-45.00		-\$2,430.00
12	Remove Sidewalk (6)	5.Y.	25	164.00		\$1,476.00	
13	3000 Concrete 4" Sidewalk (8,10)	S,Y,	25	146.00		\$7,884,00	
14	3000 Concrete Sidewalk Ramps (8,10)	Ş.Y.	25		-7.00		-\$1,400.00
15	Detectable Warning Surface	S.F.	8	24.00		\$1,440.00	2200
16	Clean Topsoil	C.Y.	20	44.00		\$880.00	
1.7	Slab Sod (4)	Ş. Y ,	100	150.00		\$525.00	
18	Adjust Manhole Ring to Grade	EA.	5		-4.00		-\$200.00
19	Adjust Water Valve	EA.	5		=3.00		-\$150.00
20	Repair Existing Sprinkler Head	EA.	5		-5.00		-\$125.00
21	Repair Existing Sprinkler Line	L.F.	200		-200.00		-\$2,000.00
22	6" Integral Curb	L.F.	2,000		-49.00		-\$392.00
23	Stabilize Subgrade (7)	S.Y.	100		-50.00		-\$1,000.00
	Tidea				TOTALS	\$13,645.00	-\$13,829.50
					DIFFERENCE	-51	34.50

	And the second s
CONTRACTOR: John William	DATE:
ENGINEER: Great	DATE: 11/22/21
CITY ATTORNEY: Clinabeth Sheles	DATE: 11/2/21
ACCEPTED BY:	DATE:
(Mayor)	



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Hans Osgood, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

BACKGROUND:

The Creston Way and Schultz Drive Drainage Improvement project is located between Creston Way and Schulze Drive in the central part of Norman in the Bishop Creek watershed (Ward 4). The current drainage system consists of a concrete flume connected to a stormwater pipe which is then connected to a second concrete flume. The system is undersized and contributing to flooding at homes on Creston Way. The City's goal is to make improvements to the undersized stormwater pipeline in this area to eliminate flooding problems at homes located at 904 Creston Way and 906 Creston Way. The roadways included in this project are located in established residential neighborhoods. The current roadways are constructed of concrete pavement. The concrete pavement is in poor condition. This project involves rehabilitation of the existing pavement including panel replacement.

On April 25, 2017, City Council approved Contract K-1617-120 with Meshek and Associates, LLC, in the amount of \$55,094 to prepare a plan set and bid documents for this project.

The bid opening was conducted on April 15, 2021, and one (1) contractor submitted a bid. The Engineer's Estimate is \$351,069. The lowest bid in the amount of \$469,964, submitted by Cimarron Construction Company, was \$118,895 (33.8% percent) above the estimate. Meshek and Associates, LLC, reviewed the bid, found Cimarron Construction Company's bid and qualification to be competent to complete the project, and recommended award of the contract to Cimarron Construction Company.

On May 11, 2021, City Council approved Contract K-2021-89 with Cimarron Construction Company for the Creston Way and Schulze Drive Drainage Improvement Project in the amount of \$469,964.00. Construction activities associated with the Creston Way and Schulze Drive Drainage Improvement Project began June 2021 and were completed October 2021.

DISCUSSION:

Budgeted capital funds in the amount of \$469,964 were available for this project in (50599968-46101) Project DR0063, for the Creston Way Drainage Improvement Project. Total project costs for construction activities included clearing, trenching and replacement of stormwater pipe. The total actual project cost is \$469,964.

The final payment amount owed to Cimarron Construction Company is \$53,690.36, which includes the full 5% retainage.

RECOMMENDATION:

Staff further recommends final acceptance of the Creston Way and Schulze Drainage Improvement Project, Contract K-2021-89, and final payment to Cimarron Construction Company be approved in the amount of \$53,690.36.

BID-2021-45 - Creston Way Drainage Improvements

APPLICATION AND CERTIFICATE FOR PAYMENT		
PROJECT: Creston Way Drainage Improvements	ENGINEER: Meshek & Associates, LLC	
TO: CITY OF NORMAN:	CONTRACTOR: Cimarron Construction Company	
	APPLICATION DATE: 10-18-21 APPLICAT	ION NO. THREE
	PERIOD FROM: 9-1-21 TO:10-18-2	21
CHANGE ORDER SUMMARY	Application is made for Payment, as sh Contract. The present status of the acc	
Change Orders approved ADDITIONS \$ DEDUCTIONS in previous months by	\$ ORIGINAL CONTRACT SUM	\$ <u>469,964.00</u>
Owner TOTAL	Net change by Change Orders	\$
Subsequent Change Orders Number Approved (Date)	CONTRACT SUM TO DATE	\$ 469,964.00
	TOTAL COMPLETED & STORED TO DATE RETAINAGE 0 % TOTAL EARNED LESS RETAINAGE	\$433,409.18 \$ \$433,409.18
TOTALS Net change by Change Orders \$_0.00	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$379,718.82 \$_53,690.36
The undersigned Contractor certifies that the work covered by this Application been paid by him for work for which previous Certificates for Payment w		
CONTRACTORY By: Chi Willinty	Date: 10-18-21	
In accordance with the Contract Documents, based on on-site observation inspector's knowledge, information and belief the Work has progressed entitled to payment of the AMOUNT CERTIFIED. \$53,639.36	ns and the data comprising the above application, the II as indicated, the quality of the Work is in accordance	e with Contract Documents, and the Contractor is
INSPECTOR: BY:	ENGINEER/OWNER BY:	

CITY OF NORMAN Purchasing Division

Post Office Box 370 Norman, Oklahoma 73070

AFFIDAVIT

State of Oklahoma P.O. No.	- 1
County of Oklahoma) Invoice No. Three	1
Amount 53,690.36	1
IN ACCORDANCE WITH OKLAHOMA STATUTES TITLE 74, SECTION 3110 AND TITLE 62, SECTION 310.9, THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000 CAN BE PROCESSED FOR PAYMENT.	
The undersigned person (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being duly sworn, on oath says that this (invoice, claim or contract) is true and correct and that s(he) is authorized to submit the invoice pursuant to a contract or purchase offer. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that s(he) has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, of money, directly or indirectly, any other thing of value to obtain payment of the invoice or procure award of this contract or purchase order pursuant to which an invoice is submitted.	
Cimarron Company Company Name	1
W. M. Mus. Leaf By: Architect, Contractor, Supplier. Engineer, or Supervisory Official	1
Subscribed and sworn to before me this day of DODO 2	1
My Commission expires	

PAY ESTIMATE: Cim Job #

TO: City of Norman

Norman, Oklahoma

RE: Creston Way

Drainage Improvements

Cimarron Construction Company

21-044

3501 NE 63rd Street

Oklahoma City, OK 73121
PHONE: (405) 728-1555

Work Completed Through: October 1, 2021

Work Completed Through: October 1, 2021												2021	
	Water Line .					ESTIMATED	QUANTITY	PREVIOUS			VALUE OF	Maria Tra	VALUE OF
ITEM			ESTIMATED	UNIT		CONTRACT	THIS	ESTIMATED	QUANTITY	PERCENT	WORK THIS		WORK
#	DESCRIPTION	UNIT	QUANTITY	PRICE	,	VALUE	ESTIMATE	QUANTITY	TO DATE	COMPLETE	ESTIMATE		TO DATE
	Classing and Crubbing		1 222		-								
2	Clearing and Grubbing	EA	1.000	35,772.00	-		0.00	1.00	1.00	100.00%	\$ -	\$	35,772.00
3	Unclassified Excavation	CY	728.000	12.00	+		0.00	728.00	728.00	100.00%	\$ -	\$	8,736.00
4	SWPPP Documentation and Management	LS	1.000	2,315.00	-	2,315.00	0.00	1.00	1.00	100.00%	\$ -	\$	2,315.00
5	Temporary Silt Fence	LF	138.000	2.00	-	276.00	0.00	138.00	138.00	100.00%	\$ -	\$	276.00
	Temporary Sediment Filter	EA	5.000	250.00	+-	1,250.00	0.00	5,00	5.00	100.00%	\$ -	\$	1,250.00
6	Solid Slab Sodding (Like-Kind)	SY	1,449.000	5.00	-	7,245.00	0.00	1,721.00	1,721.00	118.77%	\$ -	\$	8,605.00
7	Aggregate Base Type A	CY	226.000	89.00	-	20,114.00	0.00	226.00	226.00	100.00%	\$ -	\$	20,114.00
8	Subgrade Method "B"	SY	382.000	8.00	-	3,056.00	382.00	0.00	382.00	100.00%	\$ 3,056.00	\$	3,056.00
9	Separator Fabric	SY	496.000	3.00	-	1,488.00	496.00	0.00	496.00	100.00%	\$ 1,488.00	\$	1,488.00
10	Superpave, Type S3 (PG 64-22 OK)	TON	47.000	145.00	<u> </u>	6,815.00	47.00	0.00	47.00	100.00%	\$ 6,815.00	\$	6,815.00
11	Superpave, Type S4 (PG 64-22 OK)	TON	24.000	150.00	\$	3,600.00	24.00	0.00	24.00	100.00%	\$ 3,600.00	\$	3,600.00
12	H.E.S. Concrete Class II	CY	32.000	535.00	\$	17,120.00	0.00	23.00	23.00	71.88%	\$ -	\$	12,305.00
13	18" Type I Plain Rip Rap	TON	84.000	95.00	\$	7,980.00	0.00	72.00	72.00	85.71%	\$ -	\$	6,840.00
14	Combined Curb & Gutter (6" Barrier)	LF	33.000	40.00	\$	1,320.00	0.00	36.00	36.00	109.09%	\$ -	\$	1,440.00
15	Combined Curb & Gutter (4" Mountable)	LF	60.000	40.00	\$	2,400.00	114.25	0.00	114.25	190.42%	\$ 4,570.00	\$	4,570.00
	6" Concrete Driveway	SY	69.000	85.00	\$	5,865.00	0.00	0.00	0.00	0.00%	\$ -	\$	
17	Manhole (5' Diameter)	EA	2.000	4,250.00	\$	8,500.00	0.00	2.00	2.00	100.00%	s -	\$	8,500.00
18	Manhole (8' Diameter)	EA	4.000	7,025.00	\$	28,100.00	0.00	4.00	4,00	100.00%	\$ -	\$	28,100.00
19	Add'l Depth In Manhole (5' Diameter)	VF	1.000	400.00	\$	400.00	0.00	0.00	0.00	0.00%	s -	\$	-
20	Add'l Depth In Manhole (8' Diameter)	VF	11.000	600.00	\$	6,600.00	0.00	6.96	6,96	63.27%	s -	\$	4,176.00
21	Inlet CI Des. 3	EA	3.000	6,000.00	\$	18,000.00	0.00	3,00	3.00	100.00%	s -	\$	18,000.00
22	Inlet CI Des. 3 (2B)	EA	1.000	8,500.00	\$	8,500.00	0.00	1.00	1.00	100.00%	s -	\$	8,500.00
23	Inlet CI Des. 3 (2D)	EA	1.000	11,000.00	\$	11,000.00	0.00	1.00	1.00	100,00%	\$ -	\$	11,000.00
24	Add'l Depth In Inlet	VF	21.000	650.00	\$	13,650.00	0.00	9.61	9.61	45.76%	\$ -	\$	6,246.50
25	34" x 53" R.C. Pipe Elliptical Class HE-III	LF	92.000	199.00	\$	18,308.00	0.00	92.00	92.00	100.00%	s -	\$	18,308.00
26	24" Corrugated Polypropylene Pipe	LF	80.000	98.00	\$	7,840.00	0.00	76.00	76.00	95.00%	s -	\$	7,448.00
27	42" Corrugated Polypropylene Pipe	LF	323.000	188.00	\$	60,724.00	0.00	323,00	323.00	100.00%	s -	\$	60,724.00
28	48" Corrugated Polypropylene Pipe	LF	117.000	192.00	_	22,464.00	0.00	117.00	117.00	100.00%	\$ -	\$	22,464.00
29	48" Prefab. Culvert End Section, Round	EA	1.000	3,250.00	_	3,250.00	0.00	1.00	1.00	100.00%	s -	\$	3,250.00
	Standard Bedding Material, Class B	CY	491.000	86.00	_	42,226.00	0.00	491.00	491.00	100.00%	\$ -	\$	42,226.00
31	Trench Excavation	CY	1,171.000	23.00	_	26,933.00	0.00	1,167.00	1,167.00	99.66%	\$ -	\$	26,841.00
32	6" Polyvinyl Chloride (PVC) Pipe (C-900)	LF	62.000	83.00	_	5,146.00	0.00	0.00	0.00	0.00%	\$ -	\$	20,041.00

33	6" Solid Sleeve (RJ)	EA	2.000	360.00	\$	720.00	0.00	0,00	0.00	0.00%	s		S	
34	6" x 45 Degree Bend	EA	8.000	380.00	\$	3,040.00	0.00	0.00	0.00	0.00%	s		S	-
35	Removal Of Structures and Obstructions	LS	1.000	3,715.00	\$	3,715.00	0.00	1.00	1,00	100.00%	S		s	3,715.00
36	Removal Of Asphalt Pavement	SY	207.000	12.00	\$	2,484.00	260.39	0.00	260.39	125.79%	s	3,124,68	s	3,124.68
37	Removal Of Concrete Pavement	SY	144.000	12.00	\$	1,728.00	0.00	137.00	137.00	95.14%	s	-	S	1,644.00
38	Removal Of Curb and Gutter	LF	249.000	10.00	\$	2,490.00	149.00	100.00	249.00	100.00%	s	1,490.00	S	2,490.00
39	Removal Of Fence	LF	364.000	15.00	\$	5,460.00	265.00	0.00	265.00	72.80%	s	3,975,00	S	3,975.00
40	Fence - Style CLF (4' High, Class A)	LF	140.000	32.00	\$	4,480.00	140.00	0.00	140.00	100.00%	\$	4,480.00	\$	4,480.00
41	Fence (6' Wood Privacy)	LF	224.000	41.00	S	9,184.00	22.00	103.00	125.00	55.80%	s	902.00	S	5,125.00
42	Mobilization	EA	1.000	15,940.00	\$	15,940.00	0.00	1.00	1.00	100.00%	s		\$	15,940.00
43	Brick Wall	SFF	11.000	45.00	\$	495.00	0.00	11.00	11.00	100.00%	S		\$	495.00
44	Remove and Reset Water Meter	EA	4.000	1,890.00	\$	7,560.00	0.00	2.00	2.00	50.00%	\$	-	\$	3,780.00
45	Urban R/W Restoration	LS	1.000	5,675.00	\$	5,675.00	1,00	0.00	1.00	100.00%	\$	5,675.00	\$	5,675.00
-												•	Ė	
	Sub Total				\$	469,964.00					\$	39,175.68	\$	433,409.18

Original Contract Associat	460.064.00		Amount	
Original Contract Amount	\$ 469,964.00	Previous Estimates:	Billed	LESS 0.00% RETAINAGE: \$ - \$ -
Change Orders		Payment #1	\$193,263.25	LESS PREVIOUS ESTIMATES: \$ (379,718.8)
New Contract Amount	\$ 469,964.00	Payment #2	\$186,455.57	
Contract Amendments	\$ -			Total Due this Estimate: \$ 53,690.30
Contract Deducts	\$ -	3		
Final Contract Amount	\$ 469,964.00			
		Total to Date:	\$ 379,718.82	82

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

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

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

IN THE STAFF REPORT.

BACKGROUND:

On 13 October 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. Included in the Norman Forward Initiative were projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as two separate projects. After extensive public input and consideration by the City Council, acting as Trustees of the Norman Municipal Authority (NMA), these projects were combined into one more extensive project in 2018, to be located at the corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex will include eight full-sized basketball or 12 volleyball courts; a 25-yard, 8 lane lap pool; a 25-yard, 4 lane warm-up pool; concession stands; retail space; administration offices; and, through a partnership with Norman Regional Health System (NRHS), a health and wellness clinic to be placed between the multi-sports and aquatic complexes.

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design and design development documents phase of the project and is now ready to proceed with construction documents and assist with construction administration through the project completion. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 after the Trae Young Family Foundation agreed to donate \$4,000,000 to the construction of the building.

DISCUSSION:

On February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of \$85,000 was approved to provide pre-construction services which included plan review, design assistance, bidding services, and value engineering.

On August 31, 2021, City Council approved Amendment #1/Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing and mass excavation; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was total of \$6,138,083.

GMP #2 for the YFAC includes Building Concrete (\$2,080,000); Steel/Joist/Deck Fabrication & Erection (\$4,997,379); Swimming Pools (\$2,287,192); Concrete/Asphalt Exterior Paving (\$1,172,000); Site Utilities (\$1,411,966); and Construction Contingency, Bonding/Insurance and CMaR Fees (\$927,095); for a total of \$12,875,632.

The bid costs for most of the various components of Guaranteed Maximum Price 2 are substantially within the engineer's and CMaR's estimates. The bid price for Steel/Joist/Deck Fabrication, however, was substantially over the original design estimates, reflecting the recent worldwide increase in the price (and delivery schedules) of steel. This cost inflation has been anticipated and contingency plans have been discussed with the NMA/Council and the Norman Forward Citizen's Financial Oversight Board (CFOB). At the September 14th meeting of the CFOB, it was recommended that \$1,200,000 of Norman Forward funds originally allocated to the Citywide Trails Project (NFP107) be re-allocated to the YFAC project. It is anticipated that all of the trail improvement projects envisioned in the Norman Forward program can be completed within an allocation of \$4,800,000, instead of the original allocation of \$6,000,000.

This GMP is the second of an expected three GMP's, with the final anticipated at the February 8, 2022 City Council Meeting. The final GMP will be for upward construction, landscaping, and finishes of the YFAC.

Our Project Consultants from ADG have participated throughout the entire process up to our current point of construction for this project. Further, the amendment documents have been reviewed and approved by the City Attorney's Office.

Adequate funds are available for this contract in the Multi-Sport and Aquatics Complex projects; Construction (51796601- 46101; project NFB003) and Construction (51795546 - 46101; project NFB002).

RECOMMENDATION:

It is recommended that City Council approve Amendment #2 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of \$12,875,632 for a total contract of \$16,280,106 for the Young Family Athletic Center project for the Parks and Recreation Department.

It is further recommended that \$1,200,000 be re-allocated (transferred) from the Norman Forward Citywide Trails Project (NFP107) to the Norman Forward Young Family Athletic Center Project (NFB003).

AMENDMENT NO 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY

THIS	AMENDMENT	NO.	2	TO	CONSTRUCTION	MANAGER	AT	RISK
AGREEMEN	T (this "First Ame	ndment	")	is ma	de as of	, 20)21, b	etween
the Norman M	Iunicipal Authority	, a publ	lic	trust l	naving as its sole bene	eficiary, the City	of N	orman,
Oklahoma ("N	VMA") and GE Jol	hnson (Con	struc	tion Company, Inc. a	n Colorado cor	porati	on (the
"Construction	Manager").							

RECITALS:

- A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering
- B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.
- C. The Construction Manager submitted the first of three anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of \$3,404,474.00 (derived from the total cost of work for the Construction Phase of \$3,254,119 + the Indirect Cost and Fee of \$150,355.00. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project).
- D. The Construction Manager now submits the second of three anticipated GMP Proposals based on bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1.	Second GMP Established.	The Construction	Manager's guaranteed	maximum
price for th	ne Work inclusive of all subco	ontracts, lump sum	self-perform amounts	, including
allowances	and contingencies and the Co	onstruction Manag	er's fee, is hereby ago	reed to be
\$	(derived from the	total cost of work	k for the Construction	Phase of
\$	+ the Indirect Cost and Fe	e of <u>\$</u>	Preconstruction Ser	vices were
billed separ	ately not included in GMP_per	previous Council a	approval attributable to	the YFAC
Project). T	he GMP is the total compensati	on from the City to	the Construction Man	ager for its

fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

- A. <u>Basis for GMP.</u> Refer to GMP#2 Letter and Summary sheet.
- B. <u>Contract Document Log.</u> Refer to **Exhibit _A_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _A_ and incorporated herein by reference.
- C. <u>Allowances.</u> Refer to **Exhibit** _**B**_ for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.
- D. <u>Assumptions</u>. Refer to **Exhibit** _C_ for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _C_ and incorporated herein by reference.
- E. <u>Proposed GMP.</u> Refer to **Exhibit _D**_ for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _D_ and incorporated herein by reference.
- F. <u>Substantial Completion.</u> Refer to **Exhibit** _**E**_ for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _E_ and incorporated herein by reference.
- G. <u>Acceptance Period.</u> The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit** _**F**_.
- 2. <u>Effect of Amendment.</u> In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 3. <u>Non-Default.</u> By executing this Second Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By:	-	
Name:Randy N. Nance		
Title:General Manager		
Date:		
ATTEST:		
By:		
Subscribed and Sworn to me this day	y of	, 2021.
Commission Number:		
Expiration Date:		
NORMAN MUNICIPAL AUTHORITY		
Reviewed and approved for form and legality	y this day of	, 2021.
		General Counsel
Approved by Norman Municipal Authority of	on this day of	, 2021
By:		
Breea Clark, Chairperson		
ATTEST:		
By:		
Brenda Hall Secretary		



825 North Broadway Avenue, Suite 320 Oklahoma City, OK 73102 405.772.1400 V 405.772.1401 F gejohnson.com

November 23, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 West Gray Street, Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER – OK1081

NORTHWEST 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK
BID PACKAGE 3 – GMP AMENDMENT #2 RECAP (REVISION 1)

Dear Jason,

Please see the recommendations below from GE Johnson Construction Company, Inc., for each scope of work as bid in Bid Package 3. These are submitted for approval. Bid Tabs and accompanying documents are forthcoming and will be provided, along with the award recommendations, later.

Bid Package 3 - Guaranteed Maximum Price (GMP) Amendment #2:

•	Building Concrete – Pedro's Concrete Company, LLC	\$ 2,080,000
•	Steel/Joists/Deck Fabrication and Erection – Basden Steel Corp.	\$ 4,997,379
•	Pools – Sunbelt Pools, Inc.	\$ 2,287,192
•	Concrete/Asphalt Exterior Paving – Connelly Paving Company	\$ 1,172,000
•	Site Utilities – H & H Plumbing & Utilities, Inc.	<u>\$ 1,411,966</u>
	Subtotal (Cost of Work)	\$11,948,537
•	Construction Contingency (3% of Direct Cost of Work)	\$ 358,456
•	Bonds, Insurances and Fee	<u>\$ 568,639</u>
	Total GMP Amendment #2	\$12,875,632

Bid Package 2 – Guaranteed Maximum Price (GMP) #1:

Total GMP Amendment #1 \$ 3,404,474

Total Project GMP through GMP Amendment #2 (Does not include upcoming Bid Packages for the balance of the Work/Project)

\$16,280,106

Please note, the total costs of Bid Package 3 represent the low bidder or the lowest responsible bidder for each package.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young Project Manager

Young Family Athletic Center

GMP #2

November 23, 2021



Guaranteed Maxium Price #2

Bid Item #	•	Current Est. Lvl	Combined		IP#2	GMP#1	Subcontractor
03A	Building Concrete	\$ 2,080,000	\$ 2,080,000	\$	2,080,000		Pedro's Concrete Company, LLC
03K	Concrete Floor Sealer / Hardener	\$ -	\$ -	\$	-		
04A	Masonry	\$ -	\$ -	\$	-		
05A	Steel / Joist / Deck	\$ 4,997,379	\$ 4,997,379	\$	4,997,379		Basden Steel Corporation
05B	Miscellaneous Steel	\$ -	\$ -	\$	-		·
06A	Rough Carpentry	\$ -	\$ -	\$	_		
06F	Millwork / Casework	\$ -	\$ -	\$	_		
07A	Waterproofing / Damp proofing	\$ -	\$ -	\$	_		
07B	Insulation	\$ -	\$ -	\$	_		
07D	Preformed Metal Panels	\$ -	-	\$	_		
07F	Roofing	\$ -		\$	_		
07K	Joint Sealants	\$ -		\$	_		
07L	Expansion Joints	¢ -	¢ -	\$ \$	_		
08A	Door Frames and Hardware Furnish Only	¢ -	¢ -	¢	_		
08C	Coiling Curtain Smoke Containment System	¢ -	¢ -	\$ \$	_		
08G	Aluminum and Glass	¢ -	¢ -	¢	_		
08L	Exterior Insulation Finish System (EIFS)	ተ ¢ -	Ι ^ψ -	¢	_	\$ -	
09C	Gypsum Wallboard	- ተ	э I ф	ф ф		a	
09G	Tile	- -] -	ф ф	_		
		- -] -	ф ф	_		
09J	Wood Flooring	-	\$ -	\$	-		
09L	Resilient Flooring / Base	-	-	\$	-		
090	Painting Specialties	-	 	\$			
10A	Specialties	-	 	\$	-		
10B	Wall Protection	-		\$	-		
10F	Flagpoles	\$ -	-	\$	-		
10G	Signage	-	-	\$	-		
10J	Operable Folding Partitions	-	\$ -	\$	-		
10L	Awnings	-	\$ -	\$	-		
11W	Athletic Equipment	-	\$ -	\$	-		
12C	Blinds / Shades	\$ -	\$ -	\$	-		
12H	Bleachers	\$ -	\$ -	\$	-		
13D	Saunas	\$ -	\$ -	\$	-		
13E	Pools	\$ 2,287,192	\$ 2,287,192	\$	2,287,192		Sunbelt Pools, Inc
14B	Elevators	\$ -	\$ -	\$	-		
21A	Fire Protection	\$ -	\$ -	\$	-		
22A	Plumbing / HVAC / Mechanical	\$ -	\$ -	\$	-		
23A	HVAC / Mechanical	\$ -	\$ -	\$	-		
26A	Electrical	\$ -	\$ -	\$	-		
31A	Earthworks, Site Clearing, and Mass Excavation	\$ 940,250	\$ 940,250	\$	-	\$ 940,250	Great Plains Construction, LLC.
32B	Landscaping and Irrigation	\$ -	\$ -	\$	-		
32C	Concrete/Asphalt Exterior Paving	\$ 1,172,000	\$ 1,172,000	\$	1,172,000		Connelly Paving
32F	Site Concrete	\$ -	\$ -	\$	-		, -
33A	Site Utilities / Storm Drainage / Sewer / Water	\$ 1,411,966	\$ 1,411,966	\$	1,411,966		H&H Plumbing & Utilities
99AA	GMP Allowance	\$ -	\$,	\$	_		GEJ Allowance
01AA	General Conditions (17-months full staff)	\$ 2,219,089	\$ 2,219,089	\$	_	\$ 2,219,089	GEJCC
01BB	Project Requirements	\$ -	\$ -	\$	_	, , ,,,,,,	GEJCC
0122	Bid Item Subtotal	\$ 15,107,876	\$ 15,107,876	¢ 1	1,948,537	\$ 3,159,339	92300
			Ψ 13,107,070	Ψ	1,510,557	φ 3,133,333	
	Design Contingency (0.0%)	\$ -	\$ -	\$	-	\$ -	
	Estimating Contingency (Not carried in GMP) (5.0%)	\$ -	\$ -	\$	-	\$ -	
	Escalation (0.0%)	\$ -	\$ -	\$	-	\$ -	
	Construction Contingency (3.0%)	\$ 453,236	\$ 453,236	\$	358,456	\$ 94,780	
	Subtotal Direct Construction Costs	\$ 15,561,112	\$ 15,561,112	\$ 12 ,	306,993	\$ 3,254,119	
		· ·	- <i>-</i>				
Contractor 1	Indirect Costs						
	Building Permit (By others)	5 -	\$ -	\$			
	Plan Review Fees	\$ -	\$ -	\$	-		
	City of Denver Affordable Housing Fee (ie: single/multi						
	units, commercial, public, industrial, etc)	\$ -	\$ -	\$			
	Two Phase Construction Permit	\$ -	\$ -	\$			
	Misc Permits (Right of Way, Stormwater, etc)	\$ -	\$ -	\$			
	City & County Use Tax	\$ -	\$ -	\$	-		
	Contractor's Insurance	\$ 162,801	\$ 162,801	\$	128,756	\$ 34,045	
	Contractors Insurance - DIC	\$ -	\$ -	\$		\$ -	
0.150%	Builder's Risk Insurance	\$ 24,420	\$ 24,420	\$	19,313	\$ 5,107	
	Builder's Risk Insurance_DIC Insurance	\$ -	\$ -	\$	-	\$ -	
0.59%	Performance and Payment Bond	\$ 96,053	\$ 96,053	\$	75,966	\$ 20,086	
	Preconstruction Services (Invoiced Separately)	\$ -	\$ -	\$		\$ -	
	CM/GC Fee	\$ 435,721	\$ 435,721	\$	344,603	\$ 91,117	
		Included Above	Included Above	\$		Included Above	
	Subtotal Direct & Indirect Costs	\$ 718,994	\$ 718,994	\$	568,639	\$ 150,355	
		<u> </u>					
	TOTAL GMP #2	\$ 16,280,106	\$ 16,280,106	\$ 12	875.632	\$ 3,404,474	
		10/100/100	Ψ <u>10/100/100</u>	Y 12	379/03E	J/101/1717	



825 North Broadway Avenue, Suite 320 Oklahoma City, OK 73102 405.772.1400 V 405.772.1401 F gejohnson.com

November 22, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 W Gray St. Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER - OK1081

NW 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK

GMP #2

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of Pedro's Concrete for the Building Concrete scope of work at the Young Family Athletic Center.

Recommendation of Pedro's Concrete Company, LLC, is the low bidder on the Building Concrete scope of work at \$2,020,000.00. Payment and Performance bond amount would be an additional \$60,000.00 which brings the total bid to \$2,080,000.00.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young
Project Manager

Enclosures: Bid Tab



PROJECT: Young Family Athletic Center

LOCATION: NW 24th Avenue and Rock Creek Road

BID ITEM: Building Concrete

DATE: November 22, 2021

03A

14

Created By: BP #3

							Re	eviewed By: Josh Yo
					SUBCO	TNC	RACTORS	
	İ		GEJ Estimate	х	Dodro's		Sub Name	
				H	405-534-7084		Phone/Fax	
					Robert Rodriguez		Contact	
Base Bid:		\$		\$	2,020,000	\$	-	\$
General Clarifications:								
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)								
Bid Per Plans & Specs		-+		H				
Acknowledgement of Previous Bid Packages		_		H				
Addenda Acknowledged No. X thru X		-		┢				
Take no exception to GEJCC's Sub Contract		-		Н				
Take no exception to dedec \$ Sub contract		-		Н				
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Add'l Operations Items Submittal Times		-		H				
Fabrication Time		-		Н				
Include Permits		-1		\vdash				
				\vdash		-		
Layout included		-		H				
GEJCC Safety Policy		_		_				
Quality Control Plan		_		_				
# of Mobilizations		_		_				
Work Subcontracted		4		┡				
List of Subcontractors		4		┡				
Include complete working systems (meet code/intent)		_		_				
Traffic Control Maintenance (ie: flagging, etc)		_		_				
Firesafing/Firecaulking		4		┡				
Peak Manpower		_						
Average Manpower		_						
Total Manpower Including Subcontractor		_		ш				
		_		┡				
		_		_				_
		-		⊢				
Scope Clarifications:	Quantity							
Indirect / Miscellaneous				Г				
Acknowledges Schedule		7		Г				
Meets LEED Requirements		7		Г				
Insurance Requirements	1	-1		Г				
Meets Pollution Liability Insurance Requirements	1	7		Г				
Meets E&O Insurance Requirements	1	-1		Г				
Subcontractor Default Insurance	1.000%	7		Υ		Υ		Y
Sassona actor is create a riburdines	1.00070	T		Ė		•		
Sales Tax Included / Excluded 0.000 %	60.0%	╛		L				
Bond Required / Rate				┖	1.00%		1.00%	
Bond Value per Subcontractor		[Υ	\$ 60,000.00	Υ		Y
Subcontractor Textura Service	0.180%	_		┖				
TDD	1	4		H				
TBD								



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November 22, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 W Gray St. Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER – OK1081

NW 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK

GMP #2

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of Basden Steel Corp. for the Steel/Joist/Deck scope of work at the Young Family Athletic Center.

Recommendation of Basden Steel is the low bidder on the Steel/Joist/Deck scope of work with a base bid of \$4,915,942.00. Payment and Performance bond amount would be an additional \$49,479.00 and acceptance of the acoustical deck at \$31,958.00 brings the total bid to \$4,997,379.00.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young
Project Manager

Enclosures: Bid Tab

			_							Re	viewed By: Jost
			Щ.		_		TNC	RACTORS			
		GEJ Estimate	H	Alamo Structural Steel (254)799-2471 Jason Caldwell	x	Corporation (918)430-4862 Austin Jones		Inc. (918)512-8925 Jack Pitcock		Sub Name Phone/Fax Contact	
Base Bid:		\$	\$	5,439,564	\$	4,915,942	\$	5,374,000	\$	\$	-
General Clarifications:											
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)											
Bid Per Plans & Specs											
Acknowledgement of Previous Bid Packages					H						
Addenda Acknowledged No. X thru X											
Take no exception to GEJCC's Sub Contract											
urnish Payment and Performance Bonds			\vdash	\$ 67,955	H	\$ 49,971		\$ 53,740			_
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Add'l Operations Items											
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Scope Clarifications:	Quantity										
Indirect / Miscellaneous											
Acknowledges Schedule											
Meets LEED Requirements Insurance Requirements					H						-
Meets Pollution Liability Insurance Requirements					H						-
Neets E&O Insurance Requirements					H						
Subcontractor Default Insurance	1.000%		Υ		Υ		Υ		Υ	Υ	
Sales Tax Included / Excluded 0.000 %	60.0%										_
Bond Required / Rate			-	1.25%	Н	1.00%		1.00%		1.000	/
Bond Value per Subcontractor			Y		v	\$ 49,159.42	V		v		70
ond value per subconductor			Ľ	ψ 07,551.55	m	9 15,155.12	Ė	φ 55,710.00	Ť		
Subcontractor Textura Service	0.180%										
TBD											
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Specifications											_
TBD			-		Н						-
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Drawings TBD					H						
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Acoustical Deck	- 1				Ħ	\$ 31,958			\neg		
Alt. #9				\$ 99,846		\$ -		\$ 9,000			
Alt. #10				\$ 117,372		\$ -		\$ 26,000			
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November 22, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 W Gray St. Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER – OK1081

NW 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK

GMP #2

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of Sunbelt Pools for the Pool Scope of work at the Young Family Athletic Center.

Recommendation of Sunbelt Pools is the low bidder on the Pool scope of work with a base bid of \$2,253,192.00. Payment and Performance bond amount would be an additional \$34,000.00 which brings the total bid to \$2,287,192.00. Pool light alternate was not accepted.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young Project Manager

Enclosures: Bid Tab

Item 23.



PROJECT: Young Family Athletic Center

LOCATION: NW 24th Avenue and Rock Creek Road

BID ITEM: Pools

DATE: November 23, 2021

13E

130

Created By: BP #3

										Reviewed By: Josh Young
		SUBCONTRACTORS								
	GEJ Estimate	Allison		Capri Pools &		Gold Medal	~	Sunbelt Pools,		The Pool
	GEJ EStilliate	Landscape &		Aquatics		Pools, LLC	^	Inc		Company, Inc
		(903)465-6073		(314)575-2585		(972)712-4653		(214)537-7125		(253)392-2689
		Sonny Arnold		Joe Koenig		Craig Kooda		Philip Collins		Grant Ohta
Base Bid:	\$	\$ 2,832,500	\$	2,662,500	\$	2,574,208	\$	2,253,192	\$	2,649,154 \$
General Clarifications:										
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)										
Bid Per Plans & Specs										
Acknowledgement of Previous Bid Packages										
Addenda Acknowledged No. X thru X										
Take no exception to GEJCC's Sub Contract										
Furnish Payment and Performance Bonds		\$ 37,193		\$ 24,000		\$ 64,355		\$ 34,000		\$ 34,439
		•								
Pool Lights		\$ -		\$ 38,300		\$ -		\$ 19,995		\$ 35,000



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November 22, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 W Gray St. Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER - OK1081

NW 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK

GMP #2

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of Connelly Paving Company for the Concrete/Asphalt Exterior Paving scope of work at the Young Family Athletic Center.

Recommendation of Connelly Paving is the low bidder on the Concrete/Asphalt Exterior Paving scope of work with a base bid of \$1,154,000.00. Payment and Performance bond amount would be an additional \$18,000.00 which brings the total bid to \$1,172,000.00.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young Project Manager

Enclosures: Bid Tab

Item 23.



PROJECT: Young Family Athletic Center

LOCATION: NW 24th Avenue and Rock Creek Road

BID ITEM: Concrete/Asphalt Exterior Paving

DATE: November 23, 2021

32C

155

Created By: BP #3

							<u>R</u>	eview	ved By: Josh Young
		SUBCONTRACTORS							
	GEJ Estimate		Bishop Construction	X	Connelly Paving		Turning Point Industries		
			(405)233-5533 Derek Dotson		(405)306-5386 Ben Dougherty		(405)255-3395 Jason Lohaus		
Base Bid:	\$	\$	1,246,776	\$	1,154,000	\$	1,279,000	\$	
General Clarifications:									
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)									
Bid Per Plans & Specs									
Acknowledgement of Previous Bid Packages									
Addenda Acknowledged No. X thru X									
Take no exception to GEJCC's Sub Contract									
Furnish Payment and Performance Bonds			\$ -		\$ 18,000		\$ 19,500		
			•						
			•						
			•						



825 North Broadway Avenue, Suite 320 Oklahoma City, OK 73102 405.772.1400 V 405.772.1401 F gejohnson.com

November 22, 2021

Jason Olsen Director, Parks and Recreation City of Norman 201 W Gray St. Building C Norman, OK 73069

RE: YOUNG FAMILY ATHLETIC CENTER - OK1081

NW 24TH STREET AND ROCK CREEK ROAD, NORMAN, OK

GMP #2

Dear Mr. Olsen,

Please see the bid tab accompanied with this letter for the recommendation of H & H Plumbing & Utilities, Inc., for the Site Utilities scope of work at the Young Family Athletic Center.

Recommendation of H & H Plumbing & Utilities is the low bidder on the Site Utilities scope of work with a base bid of \$1,384,280.00. Payment and Performance bond amount would be an additional \$27,690.00 which brings the total bid to \$1,411,966.00.

Please let me know if you have any questions.

Sincerely,

GE Johnson Construction Company, Inc.

Josh Young Project Manager

Enclosures: Bid Tab





PROJECT: Young Family Athletic Center

LOCATION: NW 24th Avenue and Rock Creek Road

BID ITEM: Site Utilities / Storm Drainage / Sewer / Water

DATE: November 15, 2021

33A

161

Created By: BP #3

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					SUBCONT								
	GEJ Estimate	Arrow	Downey		ooms & X		Plumbing		Hammer		Silver Star		
	GLJ Estillate	Contracting	Contracting	Pollar	d Utilities ^	&ι	Utilities	Co	onstruction		Construction		
		(405)519-2448	(405)478-5277	(405)	923-8124	(405))288-2346	(40	05)448-0880		(405)793-1725		
		Sawyer Barnard	Gary Wyssmann	Ber	n Arthur	Jason	n Lawrance	Se	eth Battiato		Mike Cooper		
Base Bid:	\$	\$ 1,492,000	\$ 1,883,000 \$		1,879,146 \$		1,384,280 \$		1,596,000	\$	1,523,105	\$	
General Clarifications:													
COMPLETENESS OF ESTIMATE (Complete, Partial, Incomplete)													
Bid Per Plans & Specs													
Acknowledgement of Previous Bid Packages													
Addenda Acknowledged No. X thru X													
Take no exception to GEJCC's Sub Contract													
Furnish Payment and Performance Bonds		\$ 26,860	\$ 14,800	\$	28,187	\$	27,690	\$	39,900		\$ 17,800		
										ΙТ			
Alt. 1		\$ -	\$ -	\$	15,074	\$	-	\$	-				
								Τ΄					

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

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

OUTLINED IN THE STAFF REPORT.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventative Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of the FYE 2022 Urban Concrete Pavement project locations included in this project:

1. Sherwood Forest Addition

- Walnut Rd. (Imhoff Rd. / S. Cul-de-Sac)
- Robinhood Ln. (Walnut Rd. / Cul-de-Sac)
- Merrymen Green (Walnut Rd. / Walnut Rd.)

2. Forest Hills Addition

- Imhoff Rd. (Chautauqua Ave. / Walnut Rd.)
- Imhoff Rd. (Berry Rd. / HWY 9)
- Imhoff Rd. (HWY 9 / Marigold Trl.)
- McGee Rd. (HWY 9 / Marigold Trl.)

3. Rolling Hills Estates

• Van Buren St. (24th Ave. SW / Fillmore Ave.)

4. Summit Valley Addition

Valley Hollow (Wood Valley Rd. / Wood Valley Rd.)

The roadways included in this project are located in established residential neighborhoods. This project involves rehabilitation of the existing pavement including concrete panel replacement.

In September of 2020 City of Norman staff began investigation of on street parking restrictions for the 200 block of E. Acres Street due to traffic safety concerns. Currently the 100 and 300 blocks of E. Acres Street have on street parking restrictions in place allowing for traffic to freely flow utilizing the full width of both eastbound and westbound travel lanes. City of Norman staff approached the residents of the 200 block of E. Acres Street for signature to eliminate on street parking on the 200 block for safety and consistency throughout this corridor and where met with resistance due to limited parking availability within adjacent properties.

City staff began evaluating options to provide inset parallel parking spaces within the 200 block of E. Acres Street to help alleviate the congestion of traffic within this block. City staff determined the safest solution to be the construction of 2 new inset parallel parking spaces along the north side of the 200 block of E. Acres Street. In exchange City of Norman staff is expecting all property owners within the 200 block of E. Acres Street to participate in the elimination of on street parking with construction of the two new inset parking spaces.

DISCUSSION:

Staff is requesting approval to add the Acres Street inset parking project location TC0280 onto the FYE '22 urban concrete project for purpose of constructing the described Inset parking spaces along Acres Street.

RECOMMENDATION 1:

Staff recommends that Change Order No. 2 adding the Acres Street Inset Parking Project location and increasing Contract K-2122-2 by \$18,453 from \$856,795 to \$875,248 for the FYE 2022 Street Maintenance Bond - Urban Concrete, Project 1 with EMC Services, LLC., be approved.

RECOMMENDATION 2:

Staff further recommends the transfer of \$18,453 from the High Meadows Concrete Project SC0693 (50597718-46301) to the Acres Street Inset Parking Project TC0280 (50596688-46201) be approved.

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2 DATE: November 9, 2021

CONTRACT NO.: K-2122-2 SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond – Urban Concrete Project 1

CONTRACTOR: EMC Services, LLC

1400 SW 56th St

Oklahoma City, Oklahoma 73119

Original Completion Date: March 21, 2022

Previous Completion Date: March 21, 2022 ORIGINAL CONTRACT AMOUNT \$832,595.00

(Increase) this change order <u>14 Calendar Days</u>

New Completion Date: April 4, 2022 PRESENT CONTRACT AMOUNT \$ 856,795.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$18,453.00	\$0.00

NET CHANGE \$18,453.00

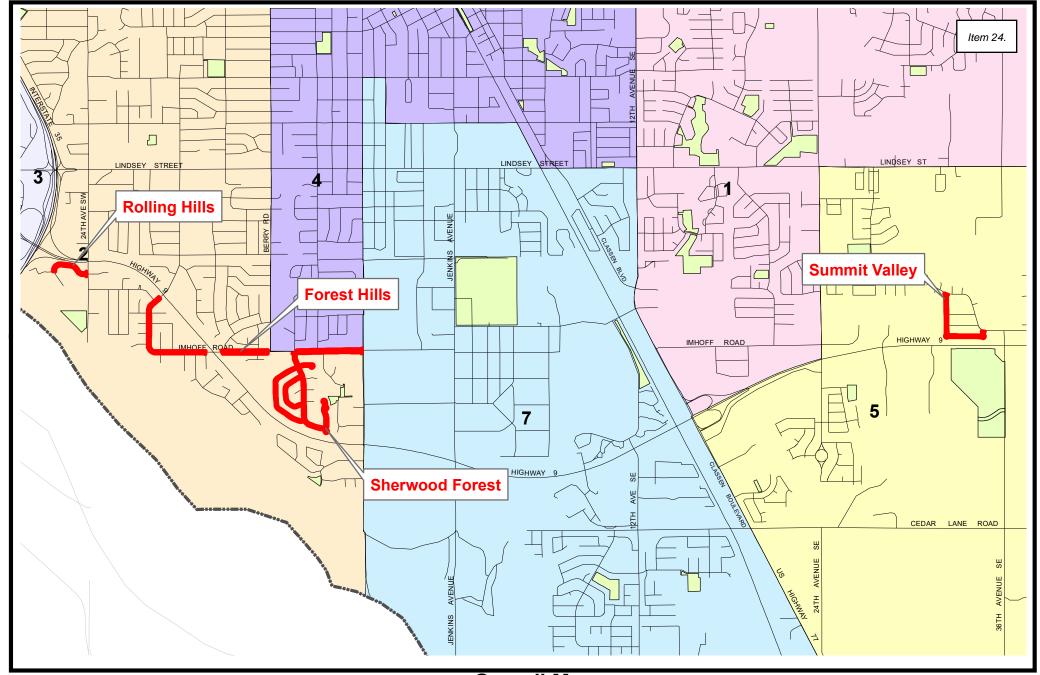
REVISED CONTRACT AMOUNT \$875,248.00

See Detailed Quantity Change on Page 2 of 2:

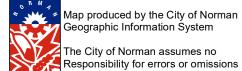
Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
1	Mobilization	L. Sum	1.11	0.11	DECREASE	\$1,980.00	DECREASE
2	Traffic Control (11,12,13)	L. Sum	1.05	0.05		\$546.00	
3	Undercut (2)	C.Y.	232.00	32.00		\$512.00	
4	Saw Cut Pavement Full Depth	L.F.	5145.00	145.00		\$217.50	
5	Remove Curb & Gutter (6)	L.F.	2185.00	185.00		\$1,480.00	
7	Remove existing pavement (1,6)	S.Y.	9710.00	10.00		\$95.00	
8	Type A ODOT Aggregate base	TON	85.00	10.00		\$500.00	
10	3000 PSI Concrete for 6" pavement (5,9,10,1	S.Y.	9590.00	90.00		\$4,725.00	
12	Remove Sidewalk (6)	S.Y.	320.00	50.00		\$500.00	
13	3000 PSI Concrete 4" Sidewalk (8,10)	S.Y.	195.00	45.00		\$2,340.00	
14	3000 PSI Concrete sidewalk ramps (8,10)	S.Y.	127.00	7.00		\$700.00	
15	Detectable Warning Surface	S.F.	210.00	10.00		\$300.00	
18	Adjust Manhole Ring to Grade	EA.	3.00	1.00		\$550.00	
22	6" Integral Curb	L.F.	10095.00	95.00		\$807.50	
23	Curb and Gutter	L.F.	90.00	90.00		\$2,700.00	
27	Tree Removal	EA.	1.00	1.00		\$500.00	
					TOTALS	\$18,453.00	\$0.00
					DIFFERENCE	\$18,45	3.00

CONTRACTOR:	DATE:
ENGINEER:	DATE:
CITY ATTORNEY:	DATE:
ACCEPTED BY:	DATE:
(Mayor)	



Overall Map

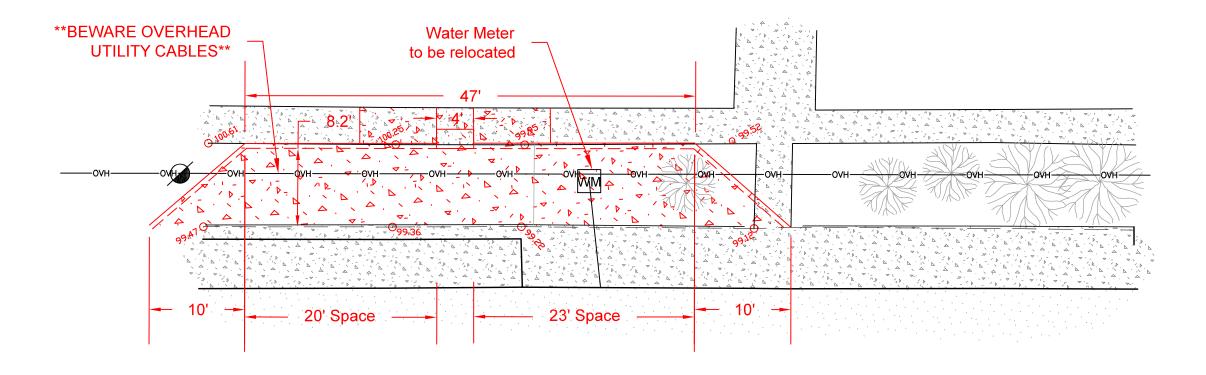


in the information presented.





Proposed Parallel Parking 200 Block E. Acres



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

DATE: 11/30/21

REQUESTER: Nate McNeely, Engineering Assistant

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING, INC., THE FYE 2022 SIDEWALK HORIZONTAL SAW CUTTING PROJECT AND FINAL

PAYMENT IN THE AMOUNT OF \$34,470,

BACKGROUND:

Sidewalks are an important part of Norman's transportation system. Properly constructed and maintained sidewalks provide pedestrian access and recreational resources for members of the community and help promote healthy lifestyles. The City has a responsibility to ensure that sidewalks are maintained for the safety of all users and to comply with the Americans with Disabilities Act (ADA) standards. There are several general items that need to be addressed to meet ADA accessibility and basic safety guidelines. These factors include, but are not limited to slope, curb ramps at intersections and being free of tripping hazards.

Many sidewalks in Norman were constructed years ago and over time have become damaged and no longer meet the ADA accessibility or other safety guidelines. These sidewalks require maintenance and repair. The responsibility of maintaining sidewalks is generally the responsibility of the abutting property owner. To alleviate burden from the property owners, the City has a robust sidewalk projects program. In addition to this program, City Council has approved \$40,000 for a Horizontal Saw Cutting Program in past years for sidewalks that have hazards that can be cost-effectively removed without requiring a full reconstruction of sidewalk.

On July 13, 2021, City Council accepted Bid No. 2122-02 for the Sidewalk Horizontal Saw Cutting Project and awarded Contract K-2122-13 to ASTI Sawing Inc. in the amount of \$34,470, for approximately 1,050 inch-feet of cuts along Morren Drive from 12 Avenue SE to Cindy Drive and 12th Avenue SE from Alameda Street to E Rock Creek Road.

DISCUSSION:

ASTI Sawing, Inc. performed the work October 18, 2021 to October 30, 2021. They exceeded City Staff expectations by leveraging newer technology which yielded greater efficiencies and

cut precision. ASTI Sawing Inc. completed all planned work and were able to address six additional streets in the Alameda Park Addition #2 and Crestland Estates subdivisions, while remaining at/under the 1,050 inch-feet contracted quantity.

Staff finds this work to be complete and acceptable. No change orders were required. The first and final payment for services in the amount of \$34,470, from Sidewalk Horizontal Saw Cut, Construction (Account 50594407-46101; Project TC0155), was processed by the project manager on November 9, 2021.

RECOMMENDATION:

Staff recommends the approval of final acceptance of K-2122-7, FYE 2022 Sidewalk Horizontal Saw Cutting Project.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/01/2021

REQUESTER: Mitch Miles, Park Planner I

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE,

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

TAX-EXEMPT STATUS.

BACKGROUND:

On October 13, 2015, Norman citizens passed the Norman Forward Initiative, which funds various projects through a ½ % sales tax increase over 15 years. Included in the Norman Forward Initiative is a project to make improvements to all of the City's neighborhood parks. The funds for this project are "pay-as-you-go," meaning that Parks staff can only do a few park projects per year as the funds from the sales tax are collected. Knowing this, the Park Planning division worked to identify a set of criteria to determine which parks had the highest level of needs to bring them up to the standards expected in the City's public parks. The overall Norman Forward Neighborhood Park Improvement Plan was presented to the Board of Park Commissioners in March of 2017 and then to the City Council in May 2017 to approve the plan to spend the first five years of funding. In early 2021 the Vinyard Park playground experienced a fire and was mostly destroyed. After the playground was removed because of the fire, Vineyard Park was moved up the list for playground and park improvements through the Norman Forward Neighborhood Park Improvement plan. Vineyard Park improvements include a significant playground replacement with synthetic grass safety surfacing and a new restroom.

DISCUSSION:

On August 6 and 13, 2021, RFP Number 2122-20 for the Vineyard Park Playground Project was advertised in the Norman Transcript, Southwest Construction News, e-Plan, i-Square Foot, Bid News, and Dodge Report. Requests for proposals were distributed directly to five playground equipment vendors, all of whom responded with complete proposals.

Parks and Recreation staff carefully evaluated the playground proposals based on their providing the optimum number of diverse play events, overall play area, and age appropriateness for the neighborhood. The modular play unit Parks has chosen maximized play value for all ages by incorporating multi-level play decks, climbing components, and slides, with heights that range from 3 feet to 8 feet tall. All of this allows children of all ages to enjoy the equipment in a variety of ways. The additional stand-alone play components in the playground will include other unique play equipment, which sets it apart from other bids and makes the playground even more innovative and accommodate an extensive range of ages and abilities on this equipment. All bidders were asked to maximize the \$180,000 playground budget and include accessible features as part of their proposal. However, when the different projects were compared, it was determined that the playground being offered by Happy Playgrounds, LLC presented the most significant number and variety of play features versus the total price.

RECOMMENDATION NO. 1:

It is recommended that Request for Proposal RFP 2122-64 be awarded to Happy Playgrounds L.L.C. in the amount of \$180,000 for the Vineyard Park Playground Project. The funding of \$180,000 is available for this project in Norman Forward Neighborhood Park Improvements Construction (account 51798830-46101; project NFP101).

RECOMMENDATION NO.2:

It is further recommended that City Council approve Contract K-2122-64, Performance Bond B-2122-46, Statutory Bond B-2122-47, and Maintenance Bond MB-2122-33

RECOMMENDATION NO.3:

It is further recommended that Happy Playgrounds L.L.C. be authorized and appointed as project agent for the Vineyard Park Playground Project by Resolution R-2122-42 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2122-64

CONTRACT

THIS CONTRACT made and entered into this day of, 20, by and between Happy Playgrounds, LLC as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the City, Party of the Second Part. WITNESSETH
WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids 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:
VINYARD PARK PLAYGROUND
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 Solicitation for Bids, has submitted to the City of Norman on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and
WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit: One hundred eighty thousand Dollars (\$180,000.00);
NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:
1. The Contractor shall, in a good and first-class, workmanlike 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:
Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.)
2. The City shall make payments 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

Contract # K-2122-64

work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the project engineer, or the appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature.

On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determinations said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

3. It is further agreed that the Contractor will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in 90 calendar days.

The Notice to Bidders published in the Norman Transcript August 6 and August 13, 2021, the instructions to bidders, the special and general provisions of specifications and the Contractor's bid or proposal, each of said instruments on file in the office of the City Clerk of the City of Norman, are hereby referred to and by reference thereto are made part of this contract as if fully written in detail herein or attached thereto.

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 the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation 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 City to exercise full discretion in its dealing with the Contractor.

4. The sworn, statement below must be signed and notarized before this Contract will become effective.

Contract # K-2122-64

IN WITNESS WHEREOF, the said parties of the First and seals respectively the!g day of		
and seems respectively the <u>reserve</u> any er <u>results</u>	, - + <u>- 1</u>	_ '
CORPORATE SEAL	Happy Playa	rowrds LLC ompany Name
ATTEST: Buan Colla Corporate Secretary	Happy Playg Co BY Kuli Cu Pr	We greatent
STATE OF DKLA COUNTY OF TULSA	11	esident
Kelli Collins, of lawful age, being first dul authorized by Contractor to submit the above Contractor has not paid, given or donated or agreed to pof the City any money or other thing of value, either contract	ract to the City. pay, give, or dona	ate to any officer or employee ectly, in the procuring of the
Subscribed and sworn to before me this day	of October	President , 20.2).
My Commission Expires: 05/17/25 Commission Number: #21006702	FLORES (1006702 WWW.) OBJ. C.	Notary Public
Approved as to form and legality this day of	, 20	
		City Attorney
Approved by the City Council this	day of	, 20
ATTEST:		Mayor

PERFORMANCE BOND

Bond # ACC0081001 2/22-46

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Allegheny Casualty Companya corporation organized
under the laws of the State of New Jersey, 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 and city of the first class, of the State of Oklahoma, in the full and just sum of
One Hundred Eighty Thousand and NO/100 DOLLARS, (\$ 180,000.00), for the payment of which,
well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns,
themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated
this day of, 20

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

VINEYARD PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN dated

________, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman 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 to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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 to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

	Bond # ACC0081001
	2/22-16
ATTEST:	Happy Playgrounds, LLC
	Company Name
Buing Call	BY Selle Callins
Corporate Secretary	Principal
ATTEST:	Allegheny Casualty Company
-Corporate-Secretary (Surety) Sam Duckett, Witness	Surety Name BY MCaly Jr. Sean McCauley, Jr., Attorney-In-Fact
	Surety
Before me, the undersigned, a Notary Public in a october, 2011 personally appeared <u>Kelling</u> person who executes the foregoing, and acknowl free and voluntary act and deed for the unwith the with the with the second seal the day and year last	uses and purposes therein set forth.
My Commission Expires: 05/17/25 Commission Number: #21006702	Notary Public *21006702 EXP. 05/17(25) OF OXIMATE OF OXIMATE Notary Public
Approved as to form and legality this day	of
	City Attorney
Approved by the Council of the City of Norman,	, this, day of, 20
ATTEST:	Mayor
City Clerk	



One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207 PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Sean McCauley, Jr., Benjamin K. Farley, Claudia Nuñez, Sam Duckett

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."



IN WITNESS WHEREOF, ALLEGHENY CASUALTY COMPANY has executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY County of Essex

> Robert Kersnick Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

> Michele A Aleman a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this ___

James Portman, Secretary

ACC-9001 (06/21)

WARNING - ACCEPT ONLY IF YOU MAY VERIFY THAT THIS IS AN ORIGINAL DOCUMENT

410



Carroll Fisher Insurance Commissioner Oklahoma City, Oklahoma

Whereas, the

ALLEGHENY CASUALTY COMPANY

a corporation organized under the laws of PENNSYLVANIA

and located at P.O. BOX 1116
MEADVILLE, PA 16335

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

SURETY

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.

In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this

1st day of MARCH A.D. 2003

Carroll Fisher

Oklahoma License # 0162

Carron Fisher Insurance Commissioner State of Oklahoma

Bond # ACC0081001

STATUTORY BOND

2122-47

KNOW ALL MEN BY THESE PRESENTS:

That we, Happy Playgrounds, LLC, as Principal, and Allegheny Casualty Company, a corporation organized under the laws of the State of New Jersey, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of DOLLARS (\$180,000.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents. *One Hundred Eighty Thousand and NO/100						
Dated this day of	, 20					
The conditions of this obligation are such, that whereas Happy Playgrounds, LLC is the lowest and best bidder and improvement, viz.:						
VINEYARD PARK PL	AYGROUND					
and has entered into a certain written contract	nstruction of said work and improvement, in ecording to certain specifications heretofore ty Clerk of the City of Norman. LC Principal, shall well and truly pay					
the making of said public improvement incurred by obligation shall be void. Otherwise, this obligation sha not paid within thirty (30) days after same becomes due entitled thereto may sue and recover on this bond, the a	said Principal or subcontractors, then this Il remain in full force and effect. If debts are and payable, the person, firm, or corporation					
It is further expressly agreed and understood by the pa said Contract and no deviations from the plan or mode of of releasing the sureties, or any of them, from the oblig	f procedure herein fixed shall have the effect					
IN WITNESS WHEREOF, the said Principal has caus and its corporate seal to be hereunto affixed by its duly caused these presents to be executed in its name and its attorney-in-fact, duly authorized to do so, the day and y	authorized officers, and the said Surety has scorporate seal to be hereunto affixed by its					

Bond # ACC0081001 2122-47 Happy Playgrounds, LLC ATTEST: Company Name BY Leve Carrier Principal Allegheny Casualty Company ATTEST: Surety Name -Corporate Secretary (Surety)-BY Sean McCauley, Jr., Attorney-In-Fact Sam Duckett, Witness Surety STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS: Before me, the undersigned, a Notary Public in and for said County and State on this lottle day of October, 20 21 personally appeared Kelli Collins to me known to be the identical person who executed the foregoing, and acknowledged to me that 5he executed the same as free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and seal the day and year last above written. Notary Public My Commission Expires: 05/17/25 Commission Number: #2100 Approved as to form and legality this _

Approved by the Council of the City of Norman, this _____, day of _______20___.

ATTEST:

City Attorney



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City Clerk

MAINTENANCEBOND

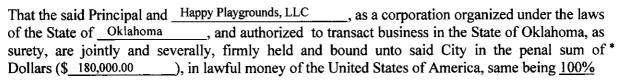
Bond # ACC0081001 2/22 - 33

WHEREAS, THE UNDERSIGNED Happy Playgrounds, LLC	, hereinafter referred to as the
Principal, has entered into a certain contract dated	,20, for the construction
of:	

VINEYARD PARK PLAYGROUND

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:



*One Hundred Eighty Thousand and NO/100

of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, 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 repairs, 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 to be hereunto affixed by its duly authorized officers, and the said Surety has

Bond	# ACC0081001
caused these presents to be executed in its name its corporate seal to be hereun attorney-in-fact, duly authorized to do so, the day and year first above written.	ZZ-33 ito affixed by its
Executed and delivered this 18th day of Ce tober	,20_21
ATTEST: Buil Happy Playgrounds, LLC Corporate Secretary Company Name	
Mailing Address of Principal: BY Kull Culling Principal	
Principal 8601 S. Oxford Ave	
Tulsa OK 74137 Allegheny Casualty Company Surety Name	
BY: Surety Name	1 Tr. 3
Sean McCauley, Jr., Attorney-in-F	acı
STATE OF OKLAHOMA, COUNTY OF CLEVELAND,SS:	A Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Section of the Sect
Before me, the undersigned, a Notary Public in and for said County and State, this October, 20 21, personally appeared Kali Collins to me identical person who executed the foregoing, and acknowledge to me that the eas free and voluntary act and deed for the uses and purposes therein set for	e known to be the executed the same
WITNESS my hand and seal the day and year last above written.	
My Commission Expires: 05/17/25 Commission Number: #21006702 Notary Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Public Pub	С
Approved as to form and legality this day of, 20)
City Attorne	у
Approved by the Council of the City of Norman, this day of	, 20
Mayor	

ltem	26

ATTEST: City Clerk



R-2122-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING HAPPY PLAYGROUNDS, L.L.C., AS PROJECT AGENT FOR THE VINEYARD PARK PLAYGROUND PROJECT IN 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 Happy Playgrounds, L.L.C., for the Vineyard Park Playground Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Happy Playgrounds, L.L.C., 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, Happy Playgrounds, L.L.C., to purchase materials which are in fact used for the Vineyard Park Playground Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Happy Playgrounds, 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 30th day of November, 2021, did appoint Happy Playgrounds, L.L.C., who is involved in the Vineyard Park Playground Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a taxexempt basis, materials and tangible personal property to be used exclusively for the Vineyard Park Playground Project.

PASSED AND ADOPTED THIS 30th day of November, 2021.

	Mayor
ATTEST:	
City Clerk	-



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Katherine Coffin

PRESENTER: Mike Rayburn, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF AUTHORIZATION, APPROVAL, ADOPTION,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: A MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT TAP-214E(102)AG, STATE JOB 33271(04), FOR THE CONSTITUTION STREET MULTI-MODAL PATH BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD, ADOPTION OF RESOLUTION R-2122-62, AND PAYMENT IN THE AMOUNT OF \$545,459 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL

SHARE OF THE PROJECT COST.

BACKGROUND:

Growing concerns about air quality, open space, and traffic congestion led Congress to create several programs through legislation in the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA). These programs broaden the federal focus on transportation from building highways to funding projects tied to smarter planning requirements that help ensure communities are more "livable". At the center of new focus about transportation, growth, and quality of life is the Transportation Enhancement Program.

The 2012 - Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Recently the MAP-21 ACT has been renamed the MAP-21/FAST Act, and the Transportation Enhancement Program is now called the Transportation Alternatives Program (TAP). New sidewalks along federal functionally classified roads are eligible for 80% federal funding.

For the Federal Fiscal Years 2015-2020, the Association of Central Oklahoma Governments (ACOG), who handles TAP funding, had a single application period and invited eligible entities to submit projects for federal TAP funding. Requests could not exceed \$600,000 in federal funds for a single project, and the entities had to make a 20% minimum commitment of non-federal funds to the total project cost. The assessment of projects was based on how well they met

published criteria. The City of Norman sought five projects and they were selected for three of them, namely:

- Constitution Street Multimodal Path from Jenkins Avenue to Classen Boulevard;
- State Highway 9 Multimodal Path from 36th Avenue SE to 48th Avenue SE;
- Multimodal Path along Flood Avenue (west side) from Robinson Street to Tecumseh Road and along Tecumseh Road (south side) from Flood Avenue to 24th Ave. NW.

The State Highway 9 Path has already been completed, and the Flood Avenue Path qualified only for partial funding as the last project on the list of approved projects. The Constitution Street Multimodal Path, which is under design by Freese and Nichols, will provide a multimodal 10-foot wide concrete sidewalk on the north side of Constitution Street, will include modification of the two bridges on this corridor to accommodate it, and will require coordination with the BNSF Railway. It is anticipated that work will begin in late spring or early summer 2022, depending on which bid opening that the Oklahoma Department of Transportation (ODOT) can arrange, if this agreement is fully executed.

DISCUSSION:

ODOT requires the City to execute a project agreement and to adopt it by resolution before spending any federal funds. The agreement addresses the responsibilities of the City and the Department of Transportation during the construction of the project. The execution of four original documents is required. Both the agreement and resolution have been reviewed by staff and approved by the City Attorney. A \$600,000 federal TAP grant will offset the estimated \$1,145,459 overall construction cost (which is comprised of the path construction estimate of \$1,083,617 + \$61,842 for railroad construction by BNSF Railway).

ODOT is also asking that the local share of the project cost, estimated at \$545,459, be paid in advance of the bid opening, which will be in March or April 2022. Most of the funds (\$395,459) will come from the Norman Forward New Trail Development throughout Town, Construction Account (51790097-46101; project NFP107), and the remaining funds (\$150,000) are budgeted in the Constitution Multimodal Path Extension, Construction (Account 50596688-46101; Project TR0111).

RECOMMENDATION:

Staff recommends approval and execution of Contract K-2122-70, adoption of Resolution R-2122-62, and the payment authorization of \$545,459 to the Oklahoma Department of Transportation for the local share of the project cost.

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

NORMAN: CONSTITUTION ST MULTLIMODAL PATH

Project No.: TAP-214E(102)AG

State Job No.: 33271(04)(05)

This agreement, made the day and year last written below, by and between the City of **NORMAN**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENAHANCEMENT	03	CLEVELAND	33271(04)	TAP- 214E (102)AG	PEDESTRIAN / BIKE IMPROVEMENTS	NORMAN: CONSTITUTION ST MULTIMODAL PATH

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

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

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

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

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

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

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

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

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

- 1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.
- 1.2 The Sponsor agrees to 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, Part 21 "Nondiscrimination in federally assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act 1964".
- 1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

- 2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.
- 2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
- 2.3 The SPONSOR agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the SPONSOR, the DEPARTMENT, or Federal Government, arising from the SPONSOR's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the SPONSOR to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.
- 2.4 When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 0.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the SPONSOR. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.
- 2.5 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further.

the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

- 2.6 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and subrecipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.
- 2.7 To the extent permitted by law, all data prepared under this agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.
- 2.8 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.
- 2.9 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

- 3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.
- 3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.
- 3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

- 3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.
- 3.5 If the acquisition of Right of way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the relocation assistance program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation Operations Division 200 N.E. 21st Street Oklahoma City, Oklahoma 73105-3204

- 3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.
- 3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

- 3.8 The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.
- 3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.
- 3.10 The Sponsor agrees to;
 - Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 - Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323
 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all
 necessary right-of-way and relocation of all displacees.
 - Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a <u>not-to-exceed</u>, ACOG, TAP total estimated cost of \$600,000 as described below:

	FUNDING SOURCE =>	•	T	AP	Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
33271(05)	Railroad Construction	\$61,842			100%	\$61,842
33271(04)	Construction - (With 6% Inspection)	\$1,083,617	80 Capped at	\$600,000	Remainder	\$483,617
Total \$1		\$1,145,459	Total=>	\$600,000	Total=>	\$545,459

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases JP 33271(04)(05) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase,

within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

- 5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
- 5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this contract with the Department in compliance with State and federal regulations.
- 5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.
- 5.4 Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and Federal laws, regulations, orders, approvals as may be applicable hereto.

- 5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.
- 5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.
- 5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
 - Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - The Sponsor shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the

above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

- 5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:
 - 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
 - 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
 - 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
 - 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re- lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to insure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

6.1 During the performance of this Agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) Compliance with Regulations:

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- Withholding of payments to the Sponsor under the contract until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the contract in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of paragraphs 1 through 6 in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

- 7.1 This agreement may be terminated by any of the following conditions:
 - a) By mutual agreement and consent, in writing of both parties.
 - b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
 - c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
 - d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
 - e) By satisfactory completion of all services and obligations described herein.
- 7.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this Agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

10.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This contract shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This agreement shall become effective on the date of execution by the Department's Director or his designee.

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

Item 27.

URBAN PROJECT AGREEMENT – (NOT TO EXCEED)

K-2122-70 (11/23/2020)

The Sponsor, day of	on this	of, 20	, 20, and
<u>THE</u>	CITY OF 1	<u>NORMAN</u>	
APPROVED AS TO FORM AND LEGALITY			
By City Attorney		By Mayor	
ByAttest: City Clerk	(SE	EAL): Approved – TH	IE CITY OF NORMAN
	TE OF OKI	LAHOMA ANSPORTATION	
Recon	mmended fo	r Approval	
Local Government Division Manager		Director of Capital P	rograms
APPROVED AS TO FORM AND LEGALITY		APPROVED	
General Counsel		Deputy Director	

Item 27.

K-2122-70

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation Comptroller Division

200 N.E. 21st Street

Oklahoma City, Oklahoma 73105-3204

To: City of Norman

Department Invoice No 33271(04)(05)-01

10/20/2021

Project Type	Div	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	03	Cleveland	33271(04)(05)	TAP-214E(102)AG	PEDESTRIAN / BIKE IMPROVEMENTS	NORMAN: CONSTITUTION ST MULTIMODAL PATH

Construction JP# 33271(04)(08)

Description – Explanation of Charge	Total	Federal	Sponsor
Due Date: Upon Receipt			
(05) Railroad Construction	\$61,842	\$0	\$61,842
Accounting Use Only		Invoice Total	\$61,842.00

Distribution:

City Remit with Payment Division Project File Comptroller Division

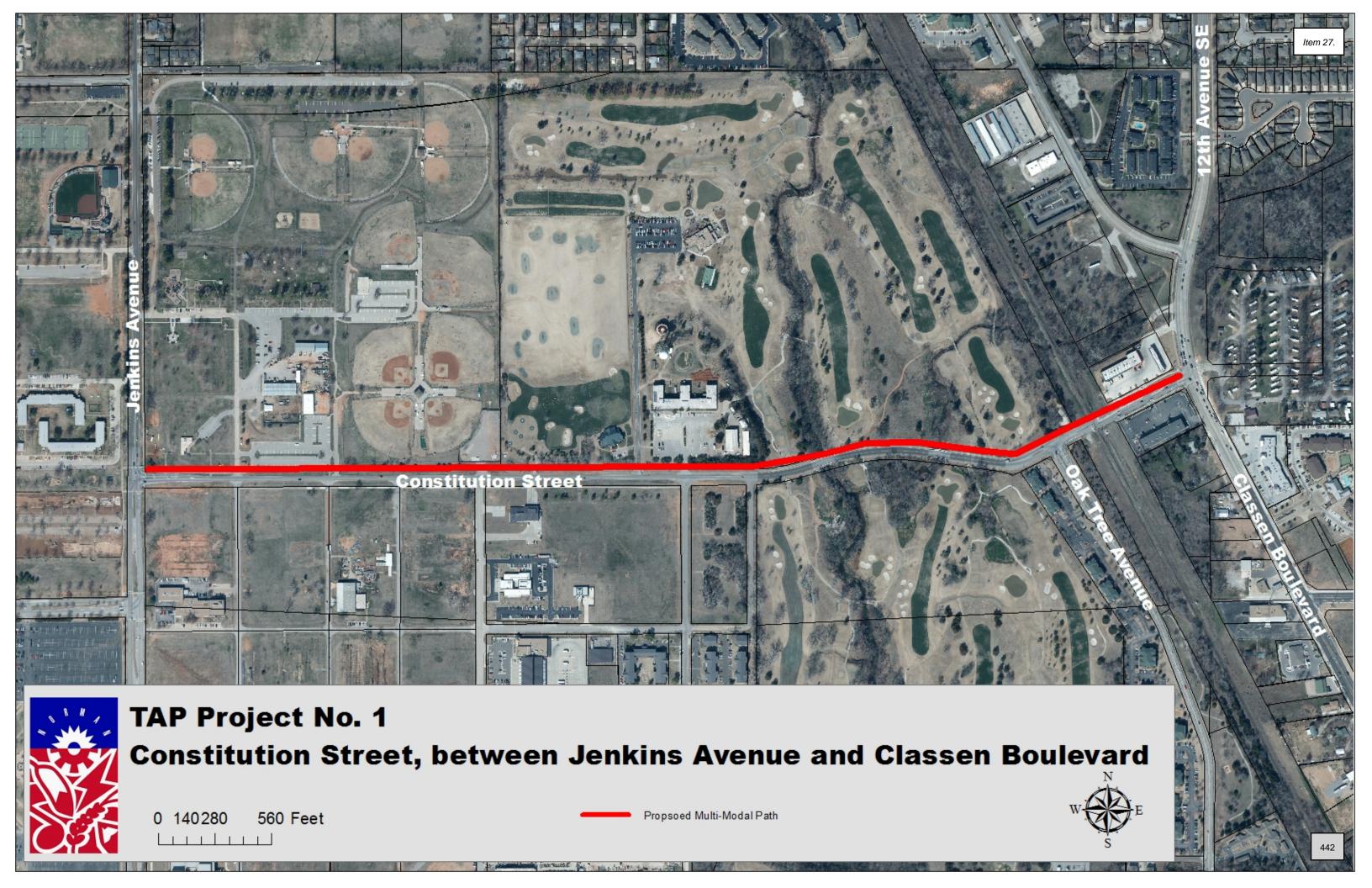
RESOLUTION NO. R-2122-62

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

WHEREAS, it is in the best interest of the City of Norman, Oklahoma, to execute that certain project agreement for Job Piece Number 33271 (04)(05), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this 30th day of November, 2021.

	CITY OF NORMAN	
	Mayor	
	ATTEST:	
	City Clerk	
Approved as to form and legality t	his 30 th day of November, 2021.	
	City Attorney	



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

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

POSTPONEMENT OF RESOLUTION R-2122-50: A RESOLUTION OF THE COUNCIL THE OF CITY OF NORMAN. PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROCK CREEK ROAD EXTENDING 850 FEET WEST OF **PORTER AVENUE ALONG** THE **FEDERAL FUNCTIONALLY**

CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality – AQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

Transportation is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing

transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The City of Norman's Comprehensive Transportation Plan (CTP), adopted in May 2014, contains a series of Guiding Principles. The second guiding principle involves Actions to Enhance Mobility for all User Groups. Within this guiding principle, Action M1a is: Complete the Missing Sidewalks and ADA-Compliant Ramps on Collector and Arterial Roadways. A sidewalk gap currently exists on the north side of Rock Creek Road (classified in the CTP as a Minor Urban Arterial) beginning at Porter Avenue and extending 850 feet to the west. Completing this gap will address Action M1a in the CTP.

Projects eligible to receive the AQ Small Grant Funding include bicycle and pedestrian infrastructure projects such as sidewalks. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 25% local match. The AQ Small Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-50 (Rock Creek Road Sidewalk Gap Project requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 75% of the anticipated \$46,155 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROCK CREEK ROAD EXTENDING 850 FEET WEST OF PORTER AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Completion of a Sidewalk Gap Project on the North Side of Rock Creek Road and Extending 850-feet West of Porter Avenue along the Federal Functionally Classified Transportation System in Norman

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$46,155 and Congestion Mitigation and Air Quality participation under the terms of the Air Quality Small Grant Program is capped at 80% (75% participation is requested to boost application status) Congestion Mitigation and Air Quality (AQ Small Grant) funds are hereby requested in the amount of \$34,616 or 75% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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
- WHEREAS, the City of Norman agrees to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-50

NOW, THEREFORE,	BE IT RESOLVED	BY THE COUNCIL	OF THE	CITY OF	NORMAN,
OKLAHOMA:					1

§ 8. That the Asselection an	sociation of Central Ok approval of this projec	lahoma Governments is hereby requet for construction.	ested to concur in the
PASSED AND AD	OPTED THIS	day of	, 2021.
	e inte	Mayor	
ATTEST:			

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

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

POSTPONEMENT OF RESOLUTION R-2122-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROBINSON STREET EXTENDING 420 FEET EAST OF PETERS AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED

TRANSPORTATION SYSTEM IN NORMAN.

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality – AQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

Transportation is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The City of Norman's Comprehensive Transportation Plan (CTP), adopted in May 2014, contains a series of Guiding Principles. The second guiding principle involves Actions to Enhance Mobility for all User Groups. Within this guiding principle, Action M1a is: Complete the Missing Sidewalks and ADA-Compliant Ramps on Collector and Arterial Roadways. A sidewalk gap currently exists on the north side of Robinson Street (classified in the CTP as a Principal Urban Arterial) beginning at Peters Avenue and extending 420 feet to the east. Completing this gap will address Action M1a in the CTP.

Projects eligible to receive the AQ Small Grant Funding include bicycle and pedestrian infrastructure projects such as sidewalks. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 25% local match. The AQ Small Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-51 (Robinson Street Sidewalk Gap Project) requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 75% of the anticipated \$23,600 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROBINSON STREET EXTENDING 420 FEET EAST OF PETERS AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Completion of a Sidewalk Gap Project on the North Side of Robinson Street and Extending 420-feet East of Peters Avenue along the Federal Functionally Classified Transportation System in Norman

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$23,600 and Congestion Mitigation and Air Quality participation under the terms of the Air Quality Small Grant Program is capped at 80% (75% participation is requested to boost application status) Congestion Mitigation and Air Quality (AQ Small Grant) funds are hereby requested in the amount of \$17,700 or 75% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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 to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-51

NOW, THEREFORE,	BE IT	RESOLVED	BY	THE	COUNCIL	OF	THE	CITY	OF	NORMA]	N,
OKLAHOMA:											

selection	on an approval of this project fo	oma Governments is hereby requer construction.	uested to concur in the
PASSED AND	ADOPTED THIS	day of	, 2021.
148. Light		Mayor	
ATTEST:			
1974 187 - 197			
City Clerk			

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

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

POSTPONEMENT OF RESOLUTION R-2122-52: A RESOLUTION OF THE THE COUNCIL OF CITY OF NORMAN. PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET **ALONG** THE **FEDERAL FUNCTIONALLY CLASSIFIED**

TRANSPORTATION SYSTEM IN NORMAN.

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality AQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

Transportation is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The City of Norman's Comprehensive Transportation Plan (CTP), adopted in May 2014, contains a series of Guiding Principles. The second guiding principle involves Actions to Enhance Mobility for all User Groups. Within this guiding principle, Action M6a is: Restripe Identified Existing Streets to Install Bike Lanes. Within M6a, five locations are specifically identified. One of these is to restripe Webster Avenue between Daws Street and Duffy Street from 15-foot lanes to 10-foot lanes with a 5-foot bicycle lane in each direction. Completing this project will address Action M6a in the CTP.

Projects eligible to receive the AQ Small Grant Funding include bicycle and pedestrian infrastructure projects such as sidewalks. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 31% local match. The AQ Small Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-52 (Webster Avenue Bicycle Lane Project) requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 69% of the anticipated \$11,610 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Addition of Bicycle Lanes along Both Sides of Webster Avenue between Daws Street and Duffy Street along the Federal Functionally Classified Transportation System in Norman

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$11,610 and Congestion Mitigation and Air Quality participation under the terms of the Air Quality Small Grant Program is capped at 80% (69% participation is requested to boost application status) Congestion Mitigation and Air Quality (AQ Small Grant) funds are hereby requested in the amount of \$7,976 or 69% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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 to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-52

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

§ 8. That the Association of Central Oklah selection an approval of this project f		uested to concur in the
PASSED AND ADOPTED THIS	day of	, 2021.
	Mayor	
ATTEST:		
City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

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

POSTPONEMENT OF RESOLUTION R-2122-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED

TRANSPORTATION SYSTEM IN NORMAN.

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality – AQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

Transportation is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The City of Norman's Comprehensive Transportation Plan (CTP), adopted in May 2014, contains a series of Guiding Principles. The second guiding principle involves Actions to Enhance Mobility for all User Groups. Within this guiding principle, Action M6a is: Restripe Identified Existing Streets to Install Bike Lanes. Within M6a, five locations are specifically identified. One of these is to restripe University Boulevard between Apache Street and Boyd Street from 15-foot lanes to 10-foot lanes with a 5-foot bicycle lane in each direction. Completing this project will address Action M6a in the CTP.

Projects eligible to receive the AQ Small Grant Funding include bicycle and pedestrian infrastructure projects such as sidewalks. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 35% local match. The AQ Small Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-53 (University Boulevard Bicycle Lane Project) requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 65% of the anticipated \$5,297.50 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Addition of Bicycle Lanes along Both Sides of University Boulevard between Apache Street and Boyd Street along the Federal Functionally Classified Transportation System in Norman

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$5,297.50 and Congestion Mitigation and Air Quality participation under the terms of the Air Quality Small Grant Program is capped at 80% (65% participation is requested to boost application status) Congestion Mitigation and Air Quality (AQ Small Grant) funds are hereby requested in the amount of \$3,426 or 65% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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 to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-53

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

§ 8. That the Association of Central Oklah selection an approval of this project f		uested to concur in the
PASSED AND ADOPTED THIS	day of	, 2021.
	Mayor	
ATTEST:		
City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

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

POSTPONEMENT OF RESOLUTION NO. R-2122-54 A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN REQUESTING CONGESTION MITIGATION AIR QUALITY – AQ SMALL GRANT FUNDING FOR AN ELIGIBLE TRANSIT IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT

PLAN.

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality – AQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

Transportation is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing

transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The Go Norman Transit Plan, adopted in June 2021, contains a series of recommendations and priorities for investments in the City's public transportation system. The main, near-term recommendation is to adjust the transit route network to make it easier to use for the passengers. With this route network adjustment, there is a need to establish 80 new bus stops, discontinue 49 existing stops, while leaving 63 existing stops unchanged. This would result in a total of 149 stops in the City of Norman, an increase of 37 bus stops in the City of Norman. The proposed, preliminary estimate outlined in the Go Norman Transit Plan for each new bus stop is \$2,000. This includes a concrete landing pad and associated signage. Some stop locations may be more or less depending on site specific situations.

Projects eligible to receive the AQ Small Grant Funding include transit improvements, such as bus stops. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 25% local match. The AQ Small Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2122-54 (New Bus Stops Associated with the Recommended Route Network in the Go Norman Transit Plan) requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 75% of the anticipated \$160,000 construction cost.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY **FUNDS FOR** SMALL GRANT **PROGRAM** THECONSTRUCTION OF **EIGHTY** (80) **NEW** BUS **STOPS WITH RECOMMENDED** ASSOCIATED THE **ROUTE** NETWORK IN THE GO NORMAN TRANSIT PLAN.

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Construction of Eighty (80) New Bus Stops associated with the Recommended Route Network in the Go Norman Transit Plan.

- § 3. WHEREAS, the preliminary estimate of total construction cost is \$160,000 and Congestion Mitigation and Air Quality participation under the terms of the Air Quality Small Grant Program is capped at 80% (75% participation is requested to boost application status). Congestion Mitigation and Air Quality (AQ Small Grant) funds are hereby requested in the amount of \$120,000 or 75% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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 to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-54

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

§ 9. That the Association of Central Okl selection and approval of this proje		quested to concur in the
PASSED AND ADOPTED THIS	day of	, 2021.
	Mayor	
ATTEST:		
City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/09/2021

REQUESTER: Wade Thompson, Parks Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

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

POSTPONEMENT OF RESOLUTION R-2122-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$50,000 FROM THE LEGACY PARK AUDIO EQUIPMENT PROJECT TO BE USED TO MAKE REPAIRS FOR DAMAGES FROM THE 2020-2021 STORMS, ELECTRICAL UPGRADES,

AND AIR COMPRESSOR REPLACEMENT AT LEGACY PARK.

BACKGROUND:

Legacy Park opened in 2015 as Norman's first Urban Community Park. Legacy Park has become a popular place for concerts, festivals, and events. The park contains an amphitheater, an architecturally designed pond with programmable lights and fountains, expansive decorative paving, arbor structures, custom site furniture, a stand-alone restroom facility, and acres of landscaping areas. The walking trails through the park connect it to neighboring retail, restaurants, hotels, and future corporate developments in the University North Park District. The original construction provided the infrastructure needed to install speakers and controllers, which would allow music to be integrated into the space and coordinated with the lights and fountains.

During the construction of Legacy Park, to get the project's cost under budget, the sound system that was initially designed to be a part of the amphitheater to host concerts and events in the park was reduced from the project scope. In preparation for this sound system, a 100 amp relay was installed to the back of the planter wall on the northwest side of the stage for future expansion.

In 2017, a capital project was requested and approved for \$50,000 to purchase and install the hardware for a system that would coordinate with the lights and fountains.

DISCUSSION:

Since the construction of Legacy Park, the Parks & Recreation Department has hosted and collaborated on numerous events with performers, artists, and musicians, and the information gathered through these events is that performing acts prefer their own sound, stage, lighting, and other production equipment. Where the stage at Legacy Park falls short for events is the electrical power needed to support even a moderate size event with lighting, sound, and other

performing equipment required to support higher quality productions. This proposed re-allocation will provide the power needed for larger events, in a weatherproof utility box near the stage. The cost for the stage power is approximately \$7,500.

The Legacy Park fountains also need a new air compressor to support the water cannons that coordinate with the fountains and lights inside the pond. The air compressor also supports the aerators in the corners of the pond, and aerators provide oxygen to the pond, which discourages algae growth and water stagnation. The City has identified a sole vendor in this region that installs and maintains air compressors for fountains and ponds the size of Legacy Park, and the vendor is Air Compressor Supply of Oklahoma City. The cost for a new air compressor, installation, and electrical support is \$25,000.

Over the past 13 months, this site has had an excessive amount of damage from the October 2020 ice storm; the February 2021 snowstorm and extreme freeze event; and the April & October 2021 hail storms. Legacy Park sustained damage to the fountain components, parts, pipes, 55 custom light fixtures and stone fascia in the amphitheater area were severely damaged during the April and October hail storms. The cost for storm damage repair is approximately \$15,000.

RECOMMENDATION:

Staff recommends that the City Council approve a budget transfer of \$50,000 from the Park Land and Development Fund, Project PC0020, Community Parks, Construction (52794442-46101) to Project PC0022, Legacy Park, Construction (52795518-46101) to fund repairs from the 2020-21 storm damage, electrical upgrades, and an air compressor replacement at Legacy Park.



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$50,000 FROM THE LEGACY PARK AUDIO EQUIPMENT PROJECT TO BE USED TO MAKE REPAIRS FOR DAMAGES FROM THE 2020-2021 STORMS, ELECTRICAL UPGRADES, AND AIR COMPRESSOR REPLACEMENT AT LEGACY PARK.

- § 1. WHEREAS, during the construction of Legacy Park, the sound system initially designed to be part of the amphitheater was taken out to keep the cost under budget; and
- § 2. WHEREAS, in 2017, a capital project was requested and approved for \$50,000 to purchase and install the hardware for a sound system that would coordinate with the lights and fountain; and
- § 3. WHEREAS, since the construction, several events have occurred with performers, artists, and musicians and staff was informed during these events that the performers prefer their own sound, stage, lighting and other production equipment; and
- § 4. WHEREAS, Staff has other needs at Legacy Park such as additional electrical power to support these events; a new air compressor to support the water cannons and aerators; and repairs due to an excessive amount of damage from the 2020 Ice Storm and the 2021 February Snow Storm.

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

§ 5. That the following transfer of unused funds be approved for the reason as stated above.

Account Name	Losing Account	Gaining Account	Amount
(Gaining Account)	Project PC0020	Number	
Project PC0022, Legacy Park	52794442-46101	52795518-46101	\$50,000
Fountain Storm Damage Repair,			
Construction			

PASSED AND ADOPTED this 30th day of November, 2021

	Mayor	
ATTEST:		



		9/28/2021
City of No	orman	NOR011
201 W Gr	ay St	
Norman,	OK 73069	
Phone:	405-366-5478	
Attn:	Wade Thompson	
Cell:	405-203-7284	
Email:	Wade.thompson@normanok.gov	
RE: Air C	Compressor Supply Quotation No:	SL-21-0087

Thank you for the opportunity to serve your compressed air needs. Please find the following quotation for a Gardner Denver air compressor.

OPTION A

Gardner Denver Air Compressor ENVSQ5-10A ES30 T | EnviroAire ES Series Oil-Less Rotary Scroll Air Compressor | 10HP (7kW) | 116 PSIG | 208V/3PH/60Hz | 93 CFM | Base Mount | Simplex | Less Tank | NEMA 1 | Enclosed Simplex Controller | CQGF3418 | BENVS10-Q

Installed in the building with underground piping to underground storage room.

This would require trenching and concrete cutting on your part and we would handle the piping and install

Price each \$20,000.00

F.O.B. Factory (freight will be added to invoice)

Delivery: Approx. 8-10 weeks to ship (subject to production schedule)







OPTION B

Gardner Denver Air Dryer ENVSQ5-10A ES30 T | EnviroAire ES Series Oil-Less Rotary Scroll Air Compressor | 10HP (7kW) | 116 PSIG | 208V/3PH/ 60Hz | 93 CFM | 120 Gallon Tank | Simplex | Standard Tank Type | Electric Tank Drain | Standard Tank Code | NEMA 1 | Enclosed Simplex Controller | CQGF3418 | HENVS10-12-Q

Installed in the current compressor location. This would require removal of the compressor and tank and installation of a new horizontal tank with new compressor mounted on top. Would require crane/lift on your part.

Price each \$25,000.00

F.O.B. Factory (freight will be added to invoice)

Delivery: Approx. 12-14 weeks to ship (subject to production schedule)



This price does not include any applicable sales tax or freight or installation charges Rotary Air Compressors MUST BE STARTED by Air Compressor Supply or all warranties are VOIDED Our standard terms for an open account are net 30 days Equipment will be billed on the ship date and payment due within 30 days Equipment and install/labor may be billed separately and projects billed weekly This quote is valid for 30 days

Stephen Lamb	SL
Air Compressor Supply	
Cell Phone: (405) 990-7767	
slamb@aircompressorsupply.com	





File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

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

POSTPONEMENT OF RESOLUTION R-2122-65 A RESOLUTION OF COUNCIL THE **NORMAN** OF CITY OF REQUESTING CONGESTION MITIGATION AIR **QUALITY PUBLIC** CONVERSION GRANT FUNDING FOR AN ELIGIBLE ALTERNATIVE FUEL INFRASTRUCTURE PROJECT CONSISTING OF TWO NEW ELECTRIC VEHICLE CHARGERS TO BE LOCATED IN THE MUNICIPAL

COMPLEX.

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.

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 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.

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 proposed 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. If the City is awarded the project, staff will bring a contract back to Council for approval. Upon approval, staff will begin work to complete the project which will consist of procuring the units and working with OG&E to bring the level of electrical service needed to power the units to this area.

Projects eligible to receive the Public Fleet Conversion Grant Funding include transportation projects and programs that work to alleviate air pollution, such as EV charging stations. Applications must be submitted with a minimum of 20% local match with additional points awarded for a higher local match. This project is being submitted with a 25% local match. The Fleet Conversion Grant Funding program is a reimbursement grant meaning that the amount of grant funding sought is reimbursed to the City following project completion.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-65 (City of Norman City Hall EV Charger Project) requesting Congestion Mitigation Air Quality-Public Fleet Conversion Grant Funding for 75% of the anticipated \$246,000 construction cost.

R-2122-65

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING CONGESTION MITIGATION AIR QUALITY (CMAQ) PUBLIC FLEET CONVERSION GRANT FUNDING FOR TWO NEW ELECTRIC VEHICLE CHARGERS TO BE LOCATED AT CITY HALL.

- § 1. WHEREAS, Air Quality Small Grant Program funds have been made available through the Association of Central Oklahoma Governments for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected an eligible improvement project described as follows:

Two new electric vehicle chargers to be located at City Hall.

- § 3. WHEREAS, the preliminary estimate of total construction cost is \$246,000 and Congestion Mitigation and Air Quality participation under the terms of the Public Fleet Conversion Grant Program is capped at 80% (75% participation is requested to boost application status). Congestion Mitigation and Air Quality (CMAQ) Public Fleet Conversion funds are hereby requested in the amount of \$184,500 or 75% of the construction cost.
- § 4. WHEREAS, the City of Norman will prepare 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 to become jointly responsible, with the Association of Central Oklahoma Governments 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-2122-65

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

§ 8. That the Association of Central Oklah selection and approval of this project		uested to concur in the
PASSED AND ADOPTED THIS	day of	, 2021.
	Mayor	
ATTEST:		
City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

POSTPONEMENT OF RESOLUTION R-2122-69: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY NORMAN UTILITIES AUTHORITY, AND THE NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING SCHEDULED FOR JANUARY 11, 2022, SHALL BE CANCELLED AND A CITY COUNCIL

MEETING SHALL BE SCHEDULED FOR JANUARY 18, 2022.



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING SCHEDULED FOR JANUARY 11, 2022, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR JANUARY 18, 2022.

- § 1. WHEREAS, Section 2-104 of the Code of the City of Norman, Oklahoma, states "The City Council shall meet in regular session the second and fourth Tuesday of each month at 6:30 p.m. unless otherwise announced or delegated by the Council"; and
- § 2. WHEREAS, the City Council is hereby cancelling the meeting scheduled for January 11, 2022, and scheduling a meeting for January 18, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF NORMAN, OKLAHOMA:

§ 3. That the regular City Council, Norman Municipal Authority, Norman Utilities Authority, and Norman Tax Increment Finance Authority meeting of January 11, 2022, shall not be held on this date and a regular City Council, Norman Municipal Authority, Norman Utilities Authority, and Norman Tax Increment Finance Authority meeting shall be scheduled for January 18, 2022.

PASSED AND ADOPTED this 30th day of November, 2021.

	Mayor
ATTEST:	
City Clerk	



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Sooner Traditions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

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

DESIGNATION. (1027 AND 1035 SOUTH BERRY ROAD)

SUMMARY OF REQUEST:

The applicant is proposing development of a commercial shopping center on a 1.33-acre parcel. This development proposal requires rezoning from R-1, Single Family Dwelling District, and CO, Suburban Office Commercial District, because of requested uses and a NORMAN 2025 Land Use and Transportation Plan amendment from Low Density Residential Designation and Office Designation to Commercial Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?

Public Works worked with Gateway Consulting and SAIC to develop a redesign of the streetscape on West Lindsey Street from 24th Ave S.W. to just east of South Berry Road. Construction of the project was completed in 2017. The project was created to help spark redevelopment of West Lindsey Street in this general area.

The lot to the south of the subject property, across West Lindsey Street, 1150 West Lindsey Street, was redeveloped as a restaurant and a lot south of the restaurant was developed as an additional parking area. The lot for the parking area was rezoned from R-1, Single-Family Dwelling District, to CO, Suburban Office Commercial District, with Special Use for a parking lot with Ordinance O-1314-3. The Land Use designation was changed from Low Density Residential to Commercial on the NORMAN 2025 Land Use and Transportation Plan with Resolution R-1314-7.

With the exception of the subject property, the corners of the intersection of West Lindsey Street and South Berry Road are zoned and designated as commercial.

Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?

The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Analysis was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on South Berry Rd. and one located on West Lindsey Street.

CONCLUSION:

Staff forwards this request, Resolution R-2122-31, for City Council's consideration.

At their meeting of October 14, 2021, Planning Commission recommended adoption of Resolution R-2122-31 by a vote of 5-1.

Resolution

R-2122-31

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

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and
- WHEREAS, Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. have requested that the following described property be moved from the Low Density Residential Designation and placed in the Commercial Designation for the hereinafter described property, to wit:

The North 150 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 4. WHEREAS, Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. have requested that the following described property be moved from the Office Designation and placed in the Commercial Designation for the hereinafter described property, to wit:

The South 152.5 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

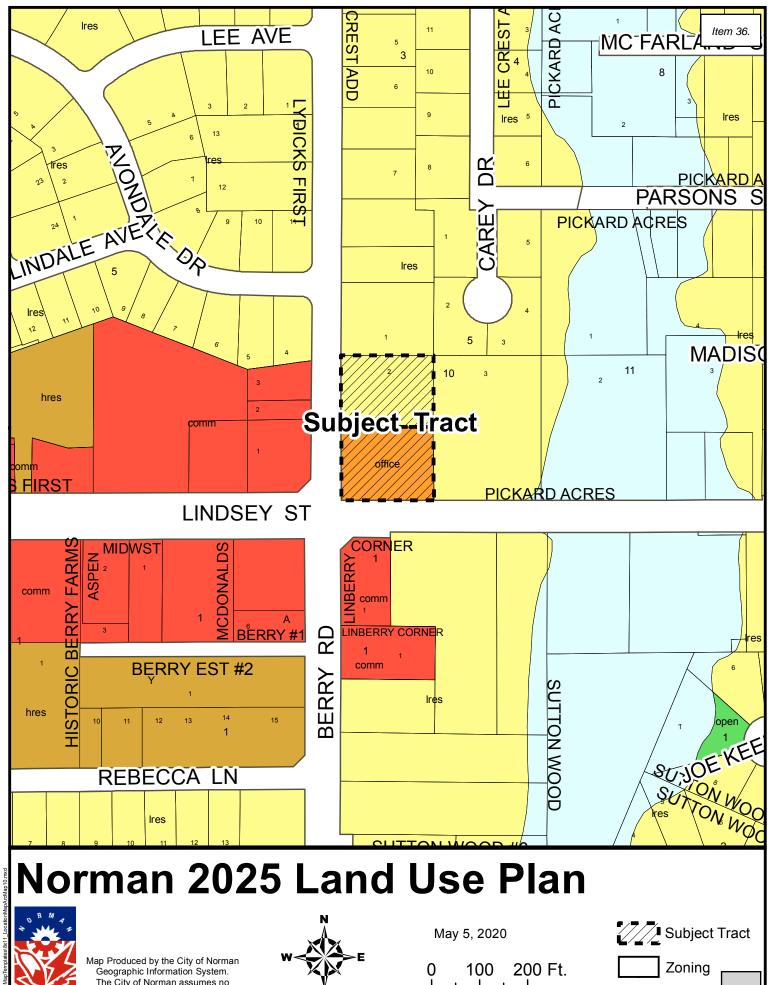


Resolution R-2122-31 Page 2

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

§ 5. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this	day of	, 2021.
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	(Mayor)	
ATTEST:		
\$		
(City Clerk)		



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responsibility for errors or omissions in the information presented.

Planning Commission Agenda October 14, 2021

RESOLUTION NO. R-2122-31

ITEM NO. 2

STAFF REPORT

ITEM: Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C. request amendment of the NORMAN 2025 Land Use & Transportation Plan from Office Designation and Low Density Residential Designation to Commercial Designation for 1.33 acres of property located at the northeast corner of S. Berry Road and W. Lindsey Street (1027 & 1035 S. Berry Road).

SUMMARY OF REQUEST: The applicant is proposing development of a commercial shopping center on a 1.33-acre parcel. This development proposal requires rezoning from R-1, Single Family Dwelling District, and CO, Suburban Office Commercial District, because of requested uses and a NORMAN 2025 Land Use and Transportation Plan amendment from Low Density Residential Designation and Office Designation to Commercial Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest? Public Works worked with Gateway Consulting and SAIC to develop a redesign of the streetscape on W. Lindsey Street from 24th Ave S.W. to just east of S. Berry Rd. Construction of the project was completed in 2017. The project was created to help spark redevelopment of W. Lindsey Street in this general area.

The lot to the south of the subject property, across W. Lindsey Street, 1150 W. Lindsey St., was redeveloped as a restaurant and a lot south of the restaurant was developed as an additional parking area. The lot for the parking area was rezoned from R-1, Single-Family Dwelling District, to CO, Suburban Office Commercial District, with Special Use for a parking lot with Ordinance O-1314-3. The Land Use designation was changed from Low Density Residential to Commercial on the NORMAN 2025 Land Use and Transportation Plan with Resolution R-1314-7.

With the exception of the subject property, the corners of the intersection of W. Lindsey St. and S. Berry Rd. are zoned and designated as commercial.

Item 36.

Is there a determination that the proposed change would not result in adverse land adverse traffic impacts to surrounding properties or the vicinity? The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Analysis was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on S. Berry Rd. and one located on W. Lindsey St.

CONCLUSION: Staff forwards this request, Resolution No. R-2122-31, for Planning Commission's consideration.

City of Norman Predevelopment

June 24, 2021

Applicant: Sooner Traditions, LLC

Project Location: 1027 & 1035 S. Berry Road

Case Number: PD21-23

<u>Time:</u> 5:30 p.m.

Applicant/Representative

Gunner Joyce, Rieger Law, PLLC Sean Rieger, Rieger Law, PLLC

Attendees

Robert Castleberry
John Cornwell
Michelle Nehrenz
Councilmember Hall
Dennis Yarbro
Susan Meyer
Councilmember Nash
Stephen Maple
Dana Drury
James Akey
Elizabeth Gohl
Mindy Wood, Kevin Potts

City Staff

Brevin Ghoram, Planner I Jane Hudson, Director, Planning & Community Development Beth Muckala, Assistant City Attorney Heather Poole, Assistant City Attorney Ken Danner, Subdivision Development Manager

Application Summary

The applicant seeks to rezone the properties to facilitate the operation of a commercial development on the subject properties. The applicant seeks to rezone to a SPUD, Simple Planned Unit Development. The updated site plan is submitted with this application. The building is brought forward of the lot, 25' setback, increased north setback, created a buffer, lighting ordinance in place, photometric plan, access points away from corner and a single-story structure.

Neighbor's Comments/Concerns/Responses

- City denied access to the property on the west side of Berry, why?
 - o (City staff responded we will have to research as we are not familiar with that request.)
- This is the third time the application has been submitted 2015, 2020 and 2021, why is this allowed to be submitted again?

- o (City staff responded an applicant has the right to submit an application to rezone/develop property. Council ultimately votes on the application.)
- Traffic backs up on Berry Road this will create more traffic.
- Will there be a traffic study?
 - o (Applicant's representative responded a traffic consultant has been hired.)
- Concern with access on Lindsey or people turning into the site from Lindsey this will create traffic congestion.
- Berry is a residential street.
- If the zoning is C-1, SPUD, then the uses can be anything.
- Neighbors fear commercial creep into neighborhood.
- Abundance of commercial property on Lindsey so go there don't buy residential and convert to commercial.
- Will this SPUD be the same uses as previously submitted?
 - o (Applicant's representative responded possibly, not finalized at this point.)

NORMAN PLANNING COMMISSION REGULAR SESSION MINUTES

OCTOBER 14, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of October, 2021.

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

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

ROLL CALL

MEMBERS PRESENT

Erin Williford Steven McDaniel Erica Bird Dave Boeck Sandy Bahan Michael Jablonski

MEMBERS ABSENT

Nouman Jan Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Roné Tromble, Recording Secretary
Todd McLellan, Development Engineer
Heather Poole, Asst. City Attorney
Jami Short, Traffic Engineer

Item No. 2, being:

R-2122-31 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM OFFICE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

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

and

Item No. 3, being:

O-2122-15 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Staff Report
- 3. SPUD Narrative with Exhibits A-D
- 4. Transportation Impacts
- 5. Revised Traffic Impact Analysis
- 6. Pre-Development Summary
- 7. Protest & Support Map October 6, 2021
- 8. Protests & Supports received by October 6, 2021

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 12.5% of the notification area. Support letters were received which represented 17.8% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Mr. Sean Rieger, Rieger Law Group, representing the applicant

AUDIENCE PARTICIPATION:

- 1. Mr. Jim Akey, 819 Carey Drive, spoke in opposition
- 2. Mr. David Nehrenz, 902 Carey Drive, spoke in opposition
- 3. Ms. Roxana Meyer, 1202 W. Brooks Street, spoke in opposition
- 4. Ms. Michelle Nehrenz, 906 Carey Drive, spoke in opposition
- 5. Ms. Gabrielle Mandeville, 905 Carey Drive, spoke in opposition
- 6. Mr. Dan Mains, 1128 W. Brooks Street, spoke in opposition
- 7. Ms. Lara Souza, 823 Carey Drive, spoke in opposition
- 8. Mr. Dennis Yarbro, 803 S. Berry Road, spoke in opposition
- 9. Ms. Susan Meyer, 808 Carey Drive, spoke in opposition
- 10. Mr. Steve Maple, 951 S. Berry Road, spoke in opposition
- 11. Mr. Kevin Connywerdy, 1132 W. Brooks Street, spoke in opposition
- 12. Ms. Nolita Morgan, 1027 Madison Street, spoke in opposition

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

- 1. Chair Erica Bird made comments
- 2. Commissioner Michael Jablonski made comments
- 3. Mr. Sean Rieger responded to a question
- 4. Commissioner Erin Williford made comments

- 5. Commissioner Dave Boeck made comments
- 6. Chair Erica Bird made comments

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-31 and Ordinance No. O-2122-15 to City Council. Erin Williford seconded the motion.

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

YEAS

Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck,

Michael Jablonski

NAYES

Sandy Bahan

MEMBERS ABSENT

Nouman Jan, Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 5-1.

* * *

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Sooner Traditions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

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

ROAD)

SYNOPSIS: The applicant, Sooner Traditions, L.L.C., is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District to allow for a commercial shopping center. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building area and height and requirements for tree replacement. Through the SPUD Narrative the applicant is limiting the building height to no more than one story, maximum impervious area for the lot is 65%, and there are replacement guidelines for removal of mature trees.

<u>HISTORY</u>: This site was subdivided by warranty deed many years ago; legally this property is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date.

ZONING ORDINANCE CITATION:

SEC 420.05 - SIMPLE PLANNED UNIT DEVELOPMENTS

General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and open area near residential neighborhoods. Neither of these zoning districts allow for retail sales or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a minimum 25' landscape buffer along the south and west property lines, a minimum 20' landscape buffer along the north property line and a minimum 16' landscape buffer along the east property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to develop the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should still provide adequate parking for the proposed facility. The site plan submitted shows the location of the bike racks; they are planned to be installed over impervious pavers.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. As shown on the proposed site plan, the building is located in excess of 90' from the east property line. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points — one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story and will have a pitched roof to conceal all mechanical equipment.

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential

property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:

PREDEVELOPMENT: PD21-23, June 24, 2021

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bio-retention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance O-2122-15 for the City Council's consideration.

At their meeting of October 14, 2021, Planning Commission recommended adoption of Ordinance No. O-2122-15 by a vote of 5-1.

O-2122-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), **ACRES** OF **PICKARD** ADDTION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE **SIMPLE PLANNED** SPUD, DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

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

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

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

Ordinance No. O-2122-15 Page 2

The North 150 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the CO, Suburban Office Commercial District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

The South 152.5 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

- § 6. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:
 - a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on October 14, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.
- § 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2021.		, 2021.
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			

1027 AND 1035 S. BERRY ROAD NORMAN OK

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

SOONER TRADITIONS L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted August 2, 2021 Revised November 2, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC 136 Thompson Drive Norman, Oklahoma 73069

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EXHIBITS

- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram
- D. Stormwater Enhancement Diagram

I. <u>INTRODUCTION</u>

This Simple Planned Unit Development (the "SPUD") is being submitted for the property located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, OK (the "Property"). The Property consists of one platted lot that was subdivided through different zoning requests over time. This request seeks to return the zoning classification and use of the Property back to a one single platted lot. Currently, the south half of the Property is zoned CO, Suburban Office Commercial District, and the north half is zoned R-1, Single-Family Dwelling District. However, the properties on all three other corners of the Lindsey Street and Berry Road intersection are all NORMAN 2025 Planned Commercial, and zoned C-1 or C-2 Commercial districts. The Applicant seeks to develop a small-scale commercial center that incorporates C-1 Local Commercial District allowable uses as more particularly detailed on Exhibit B. In keeping with the intent and spirit of the City of Norman's C-1 Zoning Ordinance, this request is intended to provide zoning for the conduct of uses that meet the regular needs and for the convenience of the people of adjacent residential areas.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, Oklahoma. The Berry Road and Lindsey Street intersection is a section line intersection featuring a combined daily traffic count (per ACOG) of almost 27,000 vehicles per day.

B. Existing Land Use and Zoning

The south half of the Property is currently zoned CO, Suburban Office Commercial District and the north half of the Property is zoned R-1, Single-Family Dwelling District. The south half of the Property is currently designated on NORMAN 2025 as Office and the north half of the Property is designated Low Density Residential. As noted above, all other corners of the Lindsey Street and Berry Road intersection are NORMAN 2025 Planned Commercial, and zoned C-1, Local Commercial or C-2, General Commercial.

C. Elevation and Topography; Drainage

The Property is developed with two older residential structures and gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. A drainage report has been conducted for the Property and provided to City Staff for review.

D. Utility Services

The necessary utility services for this project are already located on or near the Property as this is an already developed location.

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman's fire and building codes.

F. Traffic Circulation and Access

There are currently three access points on South Berry Road for the Property.

G. Fencing

The Property currently has no boundary fencing.

III. <u>DEVELOPMENT PLAN AND DESIGN CONCEPT</u>

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit A**. The exhibits attached hereto are incorporated herein by reference. The Property shall be developed in conformance with the Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

A. Uses Permitted

It is the intent of this SPUD to allow the Property to incorporate in, and provide for, the allowable uses provided under the City of Norman's C-1, Local Commercial District. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Area Regulations

<u>North Setback</u>: There shall be a ninety (90') foot building setback from the North property line.

<u>South Setback</u>: There shall be a twenty-five (25') foot building setback from the South property line.

<u>East Setback</u>: There shall be a forty-five (45') foot building setback from the East property line.

West Setback. There shall be a twenty-five (25') foot building setback from the West property line.

The building setbacks enumerated herein shall be applicable to vertical habitable or occupiable structures.

C. Open space and green space

The development of the Property will feature open space and green space areas, as illustrated on the Open Space Diagram, attached hereto as **Exhibit C**. The impervious area for the Property shall not exceed 65%. There shall be a minimum twenty-five (25') foot landscape buffer along the South and West property lines, a minimum twenty (20') foot landscape buffer along the North property line, and a minimum sixteen (16') foot landscape buffer along the East property line. Notwithstanding the foregoing, minor improvements, such as, but not limited to, the patio area, pedestrian bike access path, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers to the South and West of the building. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. Examples of potential LIDs and BMPs that may be utilized on the Property are indicated on the Stormwater Enhancement Diagram, attached hereto as **Exhibit D**. The locations and types of LIDs and BMPs are subject to modification during final site development.

D. Traffic access/circulation/sidewalks

There are currently three access points on South Berry Road for the Property, which as noted above is currently being used as if it were two separate lots. The Applicant proposes removing two of those access points, relocating one of them farther north, and providing a new access point on Lindsey Street. New sidewalks would be installed along Berry Road frontage. The access point from Lindsey Street shall be restricted access of right in, right out only. The Applicant has provided a Traffic Impact Analysis discussing the proposed development to City Staff.

E. Landscaping/Tree Preservation

Trees shall be preserved by the Applicant, when possible, to fit the proposed site plan. If the Applicant needs to remove a mature tree in order to facilitate the development of the Property per the site plan, the Applicant shall plant two (2) trees, minimum two-inch caliper, on the Property, in a location to be determined by the Applicant. Additionally, no trees located within the public right of ways, will be removed by the Applicant unless one or more of the following circumstances apply: (i) a tree needs to be removed or altered in order to comply with Norman's City Ordinances, as amended from time to time; (ii) a tree(s) needs to be removed to allow for installation of the new sidewalk and entry drive approaches, utility installation, bus stop changes, or other infrastructure modifications; or (iii) a tree is

a dangerous tree or diseased or infected tree as defined in Article X of Chapter 10 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

Signage will comply with the City of Norman's commercial signage ordinances applicable to Norman's C-1, Local Commercial District, as may be amended from time to time.

G. Lighting

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

H. Fencing

The Property currently has no boundary fencing. The Property will feature a six (6') foot wood privacy boundary fence along the North and East boundaries of the Property, provided that the fence may commence at the South setback line on the East boundary of the Property.

I. Height

Height shall be restricted to no more than one (1) story for all building structures.

J. Parking

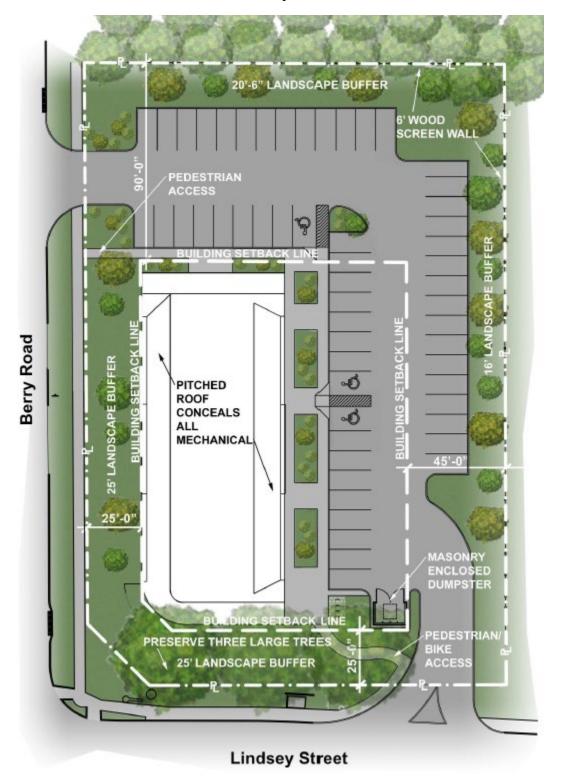
The Property shall comply with Norman's applicable parking ordinances, as amended from time to time. Additionally, bike racks will be provided on the Property to encourage and support multi-modal transportation to and from the development.

K. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

EXHIBIT A

Site Development Plan



6

EXHIBIT B

Allowable Uses

Commercial Uses:

(for purposes of familiarity, this list is based on the City of Norman's C-1, Local Commercial District. In the event of any ambiguity or conflict between the City of Norman's C-1, Local Commercial District Ordinance and this list, this list shall control)

- Apartment Hotel.
- Antique shop.
- Appliance Store.
- Art Gallery.
- Artist materials supply or studio.
- Assembly Halls of non-profit corporations.
- Automobile parking lots.
- Automobile supply store.
- Baby store.
- Bakery goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child care establishment.
- Churches.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and/or Laundry Plant with no more than three (3) dry cleaning machines and/or Laundry Pick-up Station.
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.

- Key shop.
- Leathergoods shop.
- Libraries.
- Medical Marijuana Dispensary, as allowed by state law.
- Museums.
- Music Conservatories.
- Messenger or telegraph service.
- Office business.
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail spirits store.
- Self service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor Shop.
- Trade schools and schools for vocational training.
- Theaters (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

EXHIBIT C

OPEN SPACE DIAGRAM



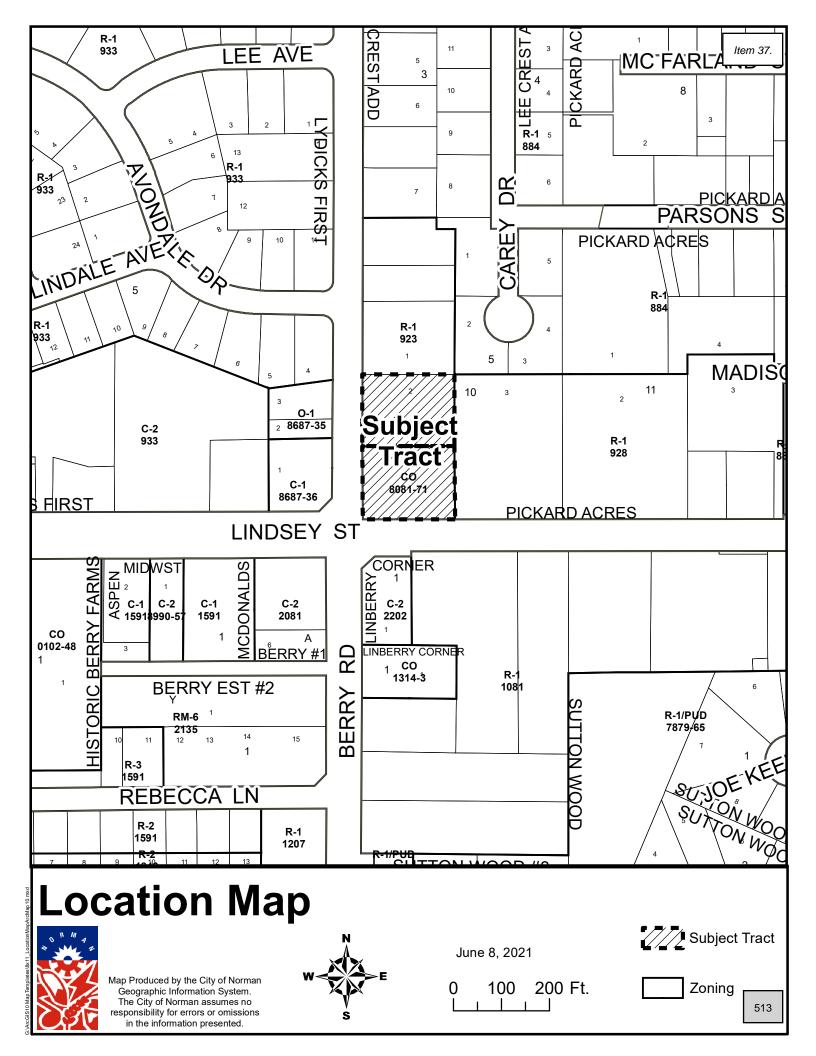


Open Space Diagram

EXHIBIT DSTORMWATER ENHANCEMENT DIAGRAM







Planning Commission Agenda October 14, 2021

ORDINANCE NO. O-2122-15

ITEM NO. 3

STAFF REPORT

GENERAL INFORMATION

APPLICANT Sooner Traditions, L.L.C. and Hunter Miller

Family, L.L.C.

REQUESTED ACTION Rezoning to SPUD, Simple Planned Unit

Development

EXISTING ZONING R-1, Single Family Dwelling District, and

CO, Suburban Office Commercial District

SURROUNDING ZONING North: R-1, Single Family Dwelling

District

East: R-1, Single Family Dwelling

District

South: C-2, General Commercial

District and R-1, Single Family

Dwelling District

West: O-1, Office Institutional District

and C-1, Local Commercial

District

LOCATION 1027 & 1035 South Berry Road

SIZE 1.33 acres, more or less

PURPOSE Commercial Retail Center

EXISTING LAND USE Vacant Residential and Office

SURROUNDING LAND USE North: Residential

East: Vacant

South: Commercial and Residential

West: Commercial

<u>SYNOPSIS:</u> The applicant, Sooner Traditions, L.L.C. is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District to allow for a commercial shopping center. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building height and

Item 37.

requirements for tree replacement. The applicant is limiting the building height to not than one story and establishing replacement guidelines for removal of mature trees.

<u>HISTORY:</u> This site was subdivided by warranty deed many years ago; legally this area is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date.

ZONING ORDINANCE CITATION: SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and

Item 37.

open area near residential neighborhoods. Neither of these zoning districts allow for reta or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a 10' landscape buffer along the south, east, and west property lines and a 20' landscape buffer along the north property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to development the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should provide adequate parking for the proposed facility.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points – one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story.

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:

PREDEVELOPMENT: PD21-23, June 24, 2021

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bioretention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance No. O-2122-15 for the Planning Commission's consideration.

City of Norman Predevelopment

June 24, 2021

Applicant: Sooner Traditions, LLC

Project Location: 1027 & 1035 S. Berry Road

Case Number: PD21-23

<u>Time:</u> 5:30 p.m.

Applicant/Representative

Gunner Joyce, Rieger Law, PLLC Sean Rieger, Rieger Law, PLLC

Attendees

Robert Castleberry
John Cornwell
Michelle Nehrenz
Councilmember Hall
Dennis Yarbro
Susan Meyer
Councilmember Nash
Stephen Maple
Dana Drury
James Akey
Elizabeth Gohl
Mindy Wood, Kevin Potts

City Staff

Brevin Ghoram, Planner I
Jane Hudson, Director, Planning & Community Development
Beth Muckala, Assistant City Attorney
Heather Poole, Assistant City Attorney
Ken Danner, Subdivision Development Manager

Application Summary

The applicant seeks to rezone the properties to facilitate the operation of a commercial development on the subject properties. The applicant seeks to rezone to a SPUD, Simple Planned Unit Development. The updated site plan is submitted with this application. The building is brought forward of the lot, 25' setback, increased north setback, created a buffer, lighting ordinance in place, photometric plan, access points away from corner and a single-story structure.

Neighbor's Comments/Concerns/Responses

- City denied access to the property on the west side of Berry, why?
 - o (City staff responded we will have to research as we are not familiar with that request.)
- This is the third time the application has been submitted 2015, 2020 and 2021, why is this allowed to be submitted again?

June 24, 2021

- o (City staff responded an applicant has the right to submit an application to rezone/develop property. Council ultimately votes on the application.)
- Traffic backs up on Berry Road this will create more traffic.
- Will there be a traffic study?
 - o (Applicant's representative responded a traffic consultant has been hired.)
- Concern with access on Lindsey or people turning into the site from Lindsey this will create traffic congestion.
- Berry is a residential street.
- If the zoning is C-1, SPUD, then the uses can be anything.
- Neighbors fear commercial creep into neighborhood.
- Abundance of commercial property on Lindsey so go there don't buy residential and convert to commercial.
- Will this SPUD be the same uses as previously submitted?
 - o (Applicant's representative responded possibly, not finalized at this point.)



CITY OF NORMAN

Development Review Form Transportation Impacts

DATE: October 5, 2021 CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: Sooner Traditions SPUD PROJECT TYPE: Commercial SPUD

Owner: Sooner Traditions LLC & Hunter Miller Family, LLC

Developer's Representative: Rieger Law Group PLLC

Developer's Traffic Engineer: Traffic Engineering Consultants, Inc. (TEC)

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site are generally commercial to the west and south and low density residential to the north and floodplain to the east. The development will connect to Berry Road to the west and Lindsey Street to the south.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

<u>Berry Road</u>: 2 lanes (existing and future). Speed Limit—30 mph. No sight distance problems. No median. <u>Lindsey Street</u>: Transitions from 2 lanes to 4 lanes with 2 bike lanes (existing and future). Speed Limit—30 mph. No sight distance problems. No median, but median exists further west of Berry Road.

ACCESS	MANAG	EMENT	CODE	COMPI	LIANCE:
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YES		NO	
~	_	1,0	_

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

	Total	In	Out
Weekday	404	202	202
A.M. Peak Hour	10	6	4
P.M. Peak Hour	41	20	21

TRANSPORTATION IMPACT STUDY REQUIRED?

The development is proposed for location at the northeast corner of the intersection of Lindsey Street and Berry Road with an access drive to Berry Road to the west and an access drive to Lindsey Street to the south. Even though being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this SPUD due to the concerns expressed by nearby residents that this development will have on traffic volumes on Berry Road and Lindsey Street. The traffic data was obtained in September of 2021 when schools were in session. The impact from the development to the delay at the signalized intersection of Berry Road and Lindsey Street is anticipated to be 4 to 6 seconds. Queuing at the signal during the PM peak hour is expected to extend to the development's proposed access driveways on Berry Road north of the signal and on Lindsey Street east of the signal. However queuing from the development will not impact the through movements on either Berry Road or Lindsey Street, as the queuing will be contained within the development. No traffic operational issues are anticipated during the AM peak hour or throughout the remainder of the day.

YES

RECOMMENDATION: APPROVA	L 📕	DENIAL N/A		STIPULATIONS	
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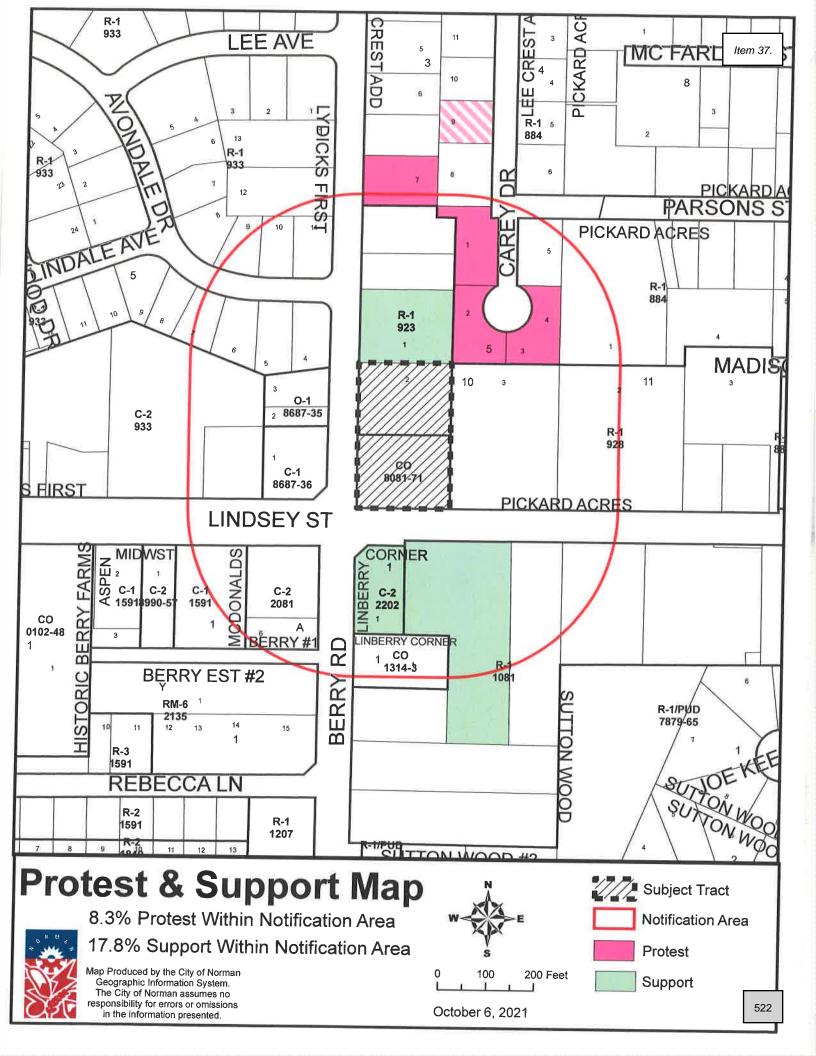
Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development will access Berry Road from the east by the proposed access drive located approximately 255 feet north of Lindsey Street and will access Lindsey Street from the north by the proposed access driveway located approximately 180 feet east of Berry Road. The proposed driveway on Lindsey Street will be designed for right turns in and right turns out only. Such a design will impact the current bus stop on Lindsey Street just east of Berry Road. The developer is willing to relocate this existing bus stop to just west of its current location. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PROTESTS & SUPPORTS Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C. 2025 Amendment & Rezoning from R-1 and CO to SPUD 1027 & 1035 S. Berry Road

We will update the map with any additional letters received prior to the meeting.



TO: Norman City Council

TO: City of Norman Planning CommissionTO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

, 2021

Signature:

Printed Name:

Date:

Address of all the Property(s) we own near the proposed development.

FILED IN THE OFFICE OF THE CITY CLERK ON 10/6/21-LW

TO: Norman City Council

TO: City of Norman Planning CommissionTO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature:

Printed Name:

Date:

2/12/21

, 2021

Address of all the Property(s) we own near the proposed development:

1104 W. LINDSEY STREET

TO: Norman City Council

TO: City of Norman Planning Commission TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you condopt the proposal. Thank you very much for your consideration

Signature.

Printed Name: HAL SMITH

Date:

08-18-2021 ,2021

Address of all the Property(s) we own near the proposed development:

1424 W. LINDSEY STREET

TO: Norman City Council

TO: City of Norman Planning CommissionTO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Carol West

Printed Name: CAROL WEST

Date: TUNE 28th, 2021

Address of all the Property(s) we own near the proposed development:

1017 G. BERRY ROAD

Re: PD21-23

Dear Planning Commission:

property located at 1027 South Berry Road.	
1, AUSE OSIS & DANIEL MAINS	(printed name)
Own or reside at the property located	
1128 W. BROOKS ST.	
NORMAN, OK 73069	
The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	
Am (check the one that applies)	
Approve of the rezoning	
Oppose the rezoning	OF THE CITY CLERK
Do not have an opinion about the rezoning	ON 9/9/21-LW
Sincerely,	
Stustant Dm 9	(signature)
9/2/21 (date)	,,

RE: PD21-23

Item 37.

Reasons for Opposition to Rezoning

- 1. The proposed rezoning will be a major nuisance to current residents who purchased their property with the understanding that they would be in a residential neighborhood. A commercial building will bring increased light and noise, disrupting the sleep and mental health of current residents. Additional vehicle exhaust will also undermine the health of current residents.
- 2. There is no need for commercial development on these lots. There is plenty of unused space in Norman that is already designated for commercial development. The city should first fill in this unused space before tearing down existing homes to make space for more businesses. At last year's planning commission meeting the attorney for the developers suggested that this new development would attract new businesses to Lindsey Street. There is no evidence that this would occur in Norman. Attorneys should be discouraged from making such statements without evidence that is specific to Norman. The city needs to invest in revitalizing and building up existing commercial districts rather than rezoning residential neighborhoods.
- 3. This new development will generate large volumes of additional storm water in Imhoff Creek. Although city regulations require new developments to not increase rates of flow, volume of flow will increase. Imhoff Creek is already extremely stressed due to development in the watershed, as evidenced by the recent closure of the Imhoff Road bridge a problem that will cost close to \$1 million to repair. A sixty car parking lot will place great stress on the city's stormwater system, leading to more expenses that must be covered by Norman residents.

TO: City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FROM:

David and Kathy Nehrenz 902 Carey Dr. Norman, OK. 73069

We received the letter about this re-zoning request. Our property in Ward 4 is within the 350-foot boundary and we have lived here since 1988.

We are <u>opposed</u> to the applicant's request that this property be re-zoned from CO/R-1 to SPUD and Commercial Designation, so that an office and commercial business complex can be built right next to our residential neighborhood.

Our house at 902 Carey Dr. and the house next door, in which our daughter lives at 906 Carey Dr., are the properties whose backyards will back up to those properties at 1027 and 1035 S. Berry Rd.

The reasons for our opposition are as follows:

- 1. The proposed plan to put a commercial building with 60 parking spaces right up against our residential neighborhood should be rejected now. It is an affront to all the people who live in the houses around these properties. The planning commission should not allow the applicant to have the SPUD zoning. We do not need another commercial property at that intersection. This has always been and should remain a residential area. There are vacant commercial properties all over Norman. We do not need more of them.
- 2. We request that a traffic study and a light-pollution study be ordered and paid for by the applicant, since a commercial building with 60 spaces would drastically impact the neighborhood. The increased traffic at the Berry and Lindsey intersection and the commercial lighting would ruin the residential atmosphere of all the houses around it. It is disconcerting that this request has been made again and is actually being reconsidered by the city. The traffic backup is already bad and will become even worse with a commercial building there.
- 3. Your decision about this request does not have to be based upon hypotheticals. Every one of you on the planning commission needs to go over to those two houses on Berry Rd. Walk up to the sides and backyards of those properties to see that over 11 large mature trees were clear cut and removed. Do we really want a strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would all the large trees already have been cut down? It is presently being prepared and groomed to be developed, before the case has even been considered by you.

FILED IN THE OFFICE OF THE CITY CLERK ON 8 30 21 - RW

- 4. We do not want a parking lot with 60 cars, the automobile exhaust, with noise and light pollution litem 37. backyards. We already have problems with transients coming off of Berry Rd., going through the properties without permission, and cutting through our back yards to come over to Carey Dr. This will increase if that becomes a commercial development with a parking lot and dumpsters by our properties.
- The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.? Placing another commercial development near our houses will decrease their resale values and adversely affect all the houses located on Berry Rd.
- On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

Please hear the concerns of neighbors like us, reject this re-zoning application.

Sincerely,

David and Kathy Nehrenz davenehrenz@aol.com

405-306-8464

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.



TO: City of Norman Department of Planning and Community Development

CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FROM INTERESTED NEIGHBORS:

David and Kathy Nehrenz 902 Carey Dr. Norman, OK. 73069



We received the letter about this re-zoning request. Our property in Ward 4 is within the 350-foot boundary and we have lived here since 1988.

We are opposed to the applicant's request that this property be re-zoned from R-1 to SPUD, so that an office and commercial business complex can be built right next to our residential neighborhood.

Our house at 902 Carey Dr. and the house next door, in which our daughter lives at 906 Carey Dr., are the properties whose backyards will back up to those properties at 1027 and 1035 S. Berry Rd.

The reasons for our opposition are as follows:

- 1. The proposed plan to put a commercial building with 60 parking spaces right up against our residential neighborhood should be rejected now. It is an affront to all the people who live in the houses around these properties. The planning commission should not allow the applicant to have the SPUD zoning. We do not need another commercial property at that intersection. This has always been and should remain a residential area. There are vacant commercial properties all over Norman. We do not need more of them.
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- 3. Your decision about this request does not have to be based upon hypotheticals. Every one of you on the planning commission needs to go over to those two houses on Berry Rd. Walk up to the sides and backyards of those properties to see that over 11 large mature trees were clear cut and removed. Do we really want a strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would all the large trees already have been cut down? It is presently being prepared and groomed to be developed, before the case has even been considered by you!
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- 5. The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.?
- 6. On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

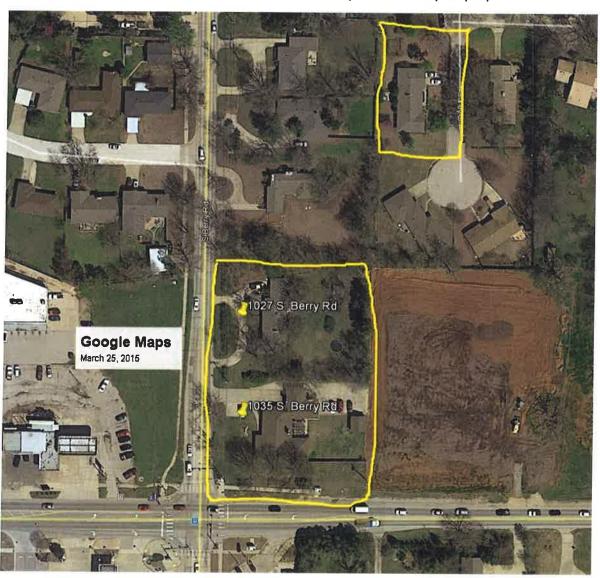
Please hear the concerns of neighbors like us, reject this re-zoning application.

Sincerely,

David and Kathy Nehrenz davenehrenz@aol.com

405-306-8464

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.





September 1, 2021 - Protest Letter

TO:

City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

Location: 1027 and 1035 South Berry Road

Ward: 4

FROM:

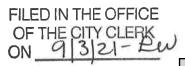
Michelle Nehrenz 906 Carey Drive Norman, OK 73069

I am writing in regards to the letter I received about the rezoning request for the properties at 1027 and 1035 South Berry Road. The property I reside in is in Ward 4 within the 350-foot boundary of those locations. I am adamantly **opposed** to the applicant's request that these properties should be rezoned from CO/R-1 to SPUD and Commercial Designation.

My house is at 906 Carey Drive, which comes right to the corner of the 1035 South Berry Road property. The house next door to me, 902 Carey Drive, is where my parents reside and the house where I grew up. Carey Drive is a wonderful, quiet, clean street that any family in Norman would be proud to live on. I know how fortunate I am to live in a neighborhood where we take care of each other and genuinely enjoy life. The request to rezone the properties that back up to this spectacular street will ruin that atmosphere. The proposed plan for a commercial development with parking spaces that back up to my house and encroach on our residential neighborhood should be rejected.

I am opposed to this rezoning request because of the following:

- 1. The traffic at Lindsey and Berry Road is already a nightmare. On a daily basis the stoplights are packed and with college students back in full force the cars back up for blocks. This intersection is completely unique. There is no other intersection in Norman which leads into the university taking the road from 4 lanes down to 2 with turn lanes and a bike lane in the mix. A traffic study of this specific intersection needs to be conducted as adding a commercial space with ingress and egress on both Lindsey and Berry will drastically impact the already congested traffic. The increased traffic at this intersection will ruin the residential feel of the surrounding neighborhoods and make it difficult for us to get in and out of our own driveways and streets. I'm very concerned that this request to rezone has been made without due diligence and consideration for how it will affect our streets.
- 2. The commercial lighting which would be installed will completely ruin the atmosphere of the houses around it. My property line backs up to the property which would contain the lighting and parking for the proposed plan. I do not want my entire back yard being illuminated by bright lights spilling over from the parking lot. A light-pollution and environmental study also needs to be conducted for this area to determine how much spillover the proposed lighting solution would have.



- 3. We do not need more commercial real estate space in Norman. There are countless vacant build ltem 37. this town where businesses could reside. Adding more commercial space that will end up sitting empty and eventually deteriorate is irresponsible, pointless, and not warranted at this intersection. This has always been a residential area and that is how it should remain.
- 4. Allowing this proposed project near our homes will decrease their resale values and negatively affect all surrounding properties. No one wants to live next to a commercial building with the smell of dumpsters in the parking lot, car exhaust from people coming and going, and trash blowing into their yards.

The representatives of the applicant have stated in previous city meetings that they want to better the Norman community, but trying to place a commercial development at this intersection does exactly the opposite. It does nothing to support our neighborhood and causes more problems that we, the actual residents of the area, will have to deal with on a daily basis.

Please listen to our concerns. This directly affects our lives and I ask that you reject the rezoning application.

Midelle NMrung

Sincerely,

Michelle Nehrenz michellenehrenz@gmail.com Gabrielle Mandeville 905 Carey Drive Norman, OK 73069

The City of Norman
Planning and Community Development
City Clerk
201 W. Gray, Bldg. A
Norman, OK 73069

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115 Re-zoning from R-1 to SPUD

It is incredible that we have to object to this request once again. This neighborhood's unified protest last year appears to have been ignored by the City and an apparantly influential developer is able to yet make another attempt to encroach our purely residential neighborhood, requesting re-zoning to establish a strip-mall – practically in my and my neighbors backyard.

This is simply outrageous.

I strongly protest this request, as it is based on greed and certainly not need. There are many other properties available. That particular part of Berry Road/Lindsey has a traffic congestion problem already, because the City of Norman failed to establish a right-turn lane from Berry unto Lindsey Street when that street was "improved". That oversight not only created a serious traffic jam at peak hours, but it is virtually impossible for an emergency vehicle to turn from Berry unto Lindsey Street (heading South from Berry) now. A strip-mall would make any emergency approach impossible in that area.

There are serious security, sanitary and noise issues to be addressed as well. My house is within 200 feet of those properties requested for re-zoning. I hope the City of Norman shows that they care about their citizens in this neighborhood and understands our concerns and uses common sense in their decision.

Jasvielle Mandille

FILED IN THE OFFICE OF THE CITY CLERK ON 2-31-21

Re: PD21-23

Dear Planning Commission:

, Gynthia Brnx Mills (printed name)
Own or reside at the property located
1119 W. Parooks
·
FILED IN THE OFFICE OF THE CITY CLERK 1 ON 9/2/21-FW
Am (check the one that applies)
Approve of the rezoning
Do not have an opinion about the rezoning as at the way of Carer Dr. and a can
Do not have an opinion about the rezoning was at the wall of called
pr. and & can
Sincerely, See the cass of
Cynthia Buy Mills (signature)
8/30/24 (date) Please no more

Re: PD21-23

Dear Planning Commission:

, Polbert L. Mills	(printed name)
Own or reside at the property located	
1119 W Brook St	
Norman, OK	
73069	
Am (check the one that applies)	
Approve of the rezoning	
Oppose the rezoning	
Do not have an opinion about the rezoning	FILED IN THE OFFICE OF THE CITY CLERK ON 9/2/21-74
Sincerely,	
Aldnes	(signature)
8-20.2021 (data)	

Re: PD21-23

Dear Planning Commission:

property located at 1027 South Berry Road.	
1, FARY KRUK	(printed name)
Own or reside at the property located	
816 CAREY Dr.	
Norman, 04, 73069	
Am (check the one that applies)	
Approve of the rezoning Oppose the rezoning Strongly	oppose, this to happen to or neighborhood.
Do not have an opinion about the rezonin	neighborhood,
Sincerely,	
Day Plus	(signature)
august 30, 7021 (date)	FILED IN THE OFFICE OF THE CITY CLERK)

MICAH ALCORN, CCIM

906 Carey Drive Norman, OK 73069 mail@micahalcorn.com 405.818.2257

August 28, 2021

City of Norman City Clerk P.O. Box 370 201 West Gray Norman, OK 73070

Re: Cases No. O-1920-58 & R-1920-115

To Whom It May Concern:

Please accept this letter as my protest in the matter of the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning request by Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. in regard to the properties commonly known as 1027 S. Berry and 1035 S. Berry as described in the letter from the Norman Planning Commission dated August 18, 2021. The subject property touches my property at the subject's northeast corner and I do not support an encroachment of commercial uses further into an established residential neighborhood. I would encourage members of the Planning Commission and City Council to vote to deny the request.

Sincerely,

Micah Alcorn



Dana Drury and Stephen Maple 951 South Berry Road Norman, OK 73069

Norman Planning Commission 201-A West Gray Street (PO Box 370) Norman, OK 73069

RE: 1027 and 1035 South Berry Road

FILED IN THE OFFICE OF THE CITY CLERK ON 9 3 21 - EW

Dear Commissioners,

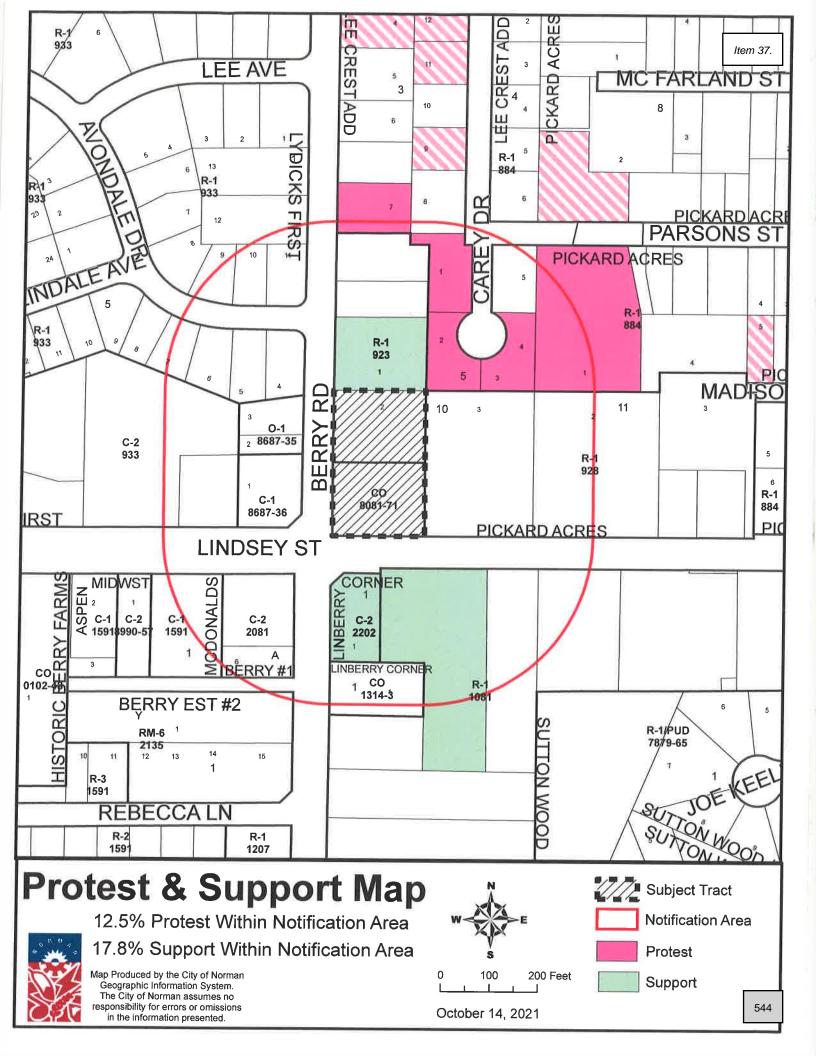
We are once again protesting the Sooner Traditions proposal to change the zoning from R-1/C0 to commercial for the subject parcels at the northeast corner of Berry Road and Lindsay.

- Berry Road north of Lindsay is essentially a residential street: narrow, two-lane, single family houses, nice trees, with deteriorating sidewalk on only the west side of Berry. At night the area is poorly lit.
- Proximity to the university and west Lindsay commerce results in frequent bicycle, skateboard, scooter and pedestrian traffic on Berry at all hours of the day and night.
- Southbound traffic on Berry already backs up to Lee daily during lunch and evening commutes. In the 20 years we have lived here, we have seen it back up to Brooks, especially when students are in town. Adding a commercial center requiring left turn from southbound Berry will likely increase traffic backups throughout the day, beyond just the current high traffic times.
- To accommodate the additional traffic entering and exiting a commercial property, the Lindsay/Berry intersection could be widened. Who will pay for that? And is that even the answer? Seems like a "build it and they will come" ... a nice wide, modern intersection that eases traffic flow would of course increase traffic ... which will only make things worse farther north on Berry, which like the area just north of Lindsay is residential, narrow two lane, lots of pedestrian/bicycle/scooter traffic, with a deteriorating sidewalk on only the west side until north of the Berry/Brooks intersection.
- There is plenty of unoccupied and empty commercial space in the area. Assuming there is an actual legitimate business



UPDATED PROTESTS & SUPPORTS As of October 14, 2021 Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C. 2025 Amendment & Rezoning from R-1 and CO to SPUD 1027 & 1035 S. Berry Road



To: The City of Norman
Planning and Community Development
201 West Gray, Bldg A
Norman, OK, 73069

From: Nathalie Rocher and Solon Clinton 903 Carey Drive, Norman, OK 73069 October 12rd, 2021

Dear Planning Commission,

My husband and I own a home at 903 Carey Drive, which is located within the 350 feet radius of the two properties that are being considered for re-zoning at the corner of Berry Road and Lindsey Street.

We **oppose the proposed re-zoning of these two properties** because we believe that the proposed changes would impact our neighborhood and Norman in the following negative ways:

- Norman is already full of half-empty strip malls that do not cater to the local residents. This project misses an opportunity for a locally owned business to create a carefully and thoughtfully designed plan that nearby residents would cherish.
- An increase in light and noise pollution due to a busy commercial property adjacent to multiple residential lots.
- An impact from the water run-off as the property would become mostly paved.
- A large increase in the vehicular traffic coming and going from this property will cause an already chaotic intersection to become far less safe for cars, bikes, and pedestrians. This intersection regularly backs up in all directions and the small size of the parcel will not allow the entrances to the property to be far enough from the Berry/Lindsey corner to avoid causing major issues.
- A decrease in pedestrian safety along both Lindsey St and Berry Rd due to the number of vehicles entering a congested traffic zone.

While the list of negative impacts is significant, the proposed rezoning project does not seem to bring any benefits to the community as a whole, and especially not to the neighborhood. The City of Norman website states that "the Department of Planning & Community Development at the City of Norman nurtures the growth of the City and aims to improve the health, safety, and welfare of the citizens." In our judgement, the proposed zoning changes would in no way improve the health, safety or welfare of the citizens of Norman, and would have serious negative impacts on the neighborhood.

We hope that you will take our concerns into consideration, and we thank you for your time.

Kind regards, Nathalie Rocher, PhD and Solon Clinton

SolnQ

OF THE CITY CLERK ON 10 13 21 - XW

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

10/5/2021

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is:	Kon Laspisa	
I live at:	2811 Walnut Rl	
,	Norman 73072	
Signed:	Ry Laspisa	

FILED IN THE OFFICE OF THE CITY CLERK ON 10 1 21 - V Sept 30, 2021

Dear Planning Commissioners,

I am AGAINST the rezoning of the property located a 1027 South Berry Road. I live at 808 Carey Drive (Carey Drive is a cul-de-sac within the impacted area.) Please realize the developer bought property in this area with full knowledge at time of purchase it could only be used for R1 and CO.

Zoning is a contractual agreement between a city and its residents. We homeowners, bought and maintain our houses in this stable high-end R-1 neighborhood, next to other R-1 families. I am asking the Planning Commission to continue to honor their part in Norman's R-1 zoning agreement.

You are being asked to vote for? What business? I'm sure you will be shown some pretty architectural drawings; however, I would like you to picture those pretty plans on the vacant property catty corner across the street - property which is already zoned commercial. Linsey Street has many vacant commercially zoned properties within this market area; and if the developer has development money then why isn't it being used in an already commercially zoned area? Your vote comes down to simply being asked to add another vacant commercial building because this is a speculative developer. This development will only add to the commercial vacancy problem in Norman.

There are several other important reasons to vote No.

Emergency Services: Consider the direct impact it would have to emergency services. Berry Road in this area is only a two-lane road. This traffic safety corridor serves a very large residential area in Norman. This development would slow and constrict emergency services along the Berry Road safety corridor; and restrict traffic along Lindsey while cars are waiting to turn left.

Support of Existing Businesses: Lindsey Street, is an area which has been clearly defined as commercial with traffic controlled turning medians. The developer wants to <u>circumvent these traffic controls</u> that the City placed on existing businesses. Lindsey Street needs all the help it can get. Lindsey Street is one of four OU "first impression" streets from I-35, and Norman should put it's best foot forward with a vibrant first view when people exit on Lindsey Street.



Stormwater: Please learn from Penny Hill with the Imhoff bridge washout and the adjoining home auctioned off. This development will add almost an acre of impervious surface, increasing the intensity of stormwater runoff directly into Imhoff Creek. (By the way, Imhoff bridge is being repaired using Covid relief funds because the City of Norman lacked local repair funding)

Back to my plea to <u>please keep this R-1 Neighborhood stable.</u> People do not remodel their homes nor plant gardens near commercial dumpsters.

I'm trusting you as a Planning Commissioner to carefully consider the harmful consequences of this speculative vacant structure for some unknown commercial business in my healthy R-1 neighborhood.

Susan Meyer

808 Carey Drive

Norman, OK 73069

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsey and Berry

FROM:

Dennis Yarbro 803 S Berry Rd Norman, OK 73069

Planning Commission Members:

I am emphatically AGAINST the re-zoning of property for merely greedy purposes. Not just here, but anywhere. Re-zoning of well established neighborhood properties should be reserved for the best interests of the whole community. Not for speculation and profiteering. Not to the detriment of the existing residents and the livability of this area.

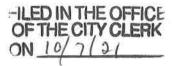
When I retired in 2016, my wife and I were discussing where to move and she wanted to return her birth city of Norman, OK to be near her aging family members and her "home town".

We looked around and invested our retirement dollars in property in a well established, stable neighborhood, near her families' homes. We invested more of our retirement savings to make the property more suitable for our needs. We could have bought in a new neighborhood on the fringes of Norman, but chose to rehabilitate a structure in an older neighborhood, thinking we would be insulated from radical changes in land use. We followed Norman's processes, obtained permits, used local contractors, got inspections, etc. We did not ask for special favors or try to circumvent the established zoning and stability of any neighborhood. We now ask that Norman honor its long term commitment to the neighborhood into which we placed our life savings.

This developer chose to purchase a property which had been changed from R-1 to CO for a residential style office. CO use has a low amount of traffic, noise or light pollution, not much different from a normal residence. That change from R-1 to CO was most likely approved because it presented a use fundamentally very little different from just a normal residence. Re-zoning to SPUD radically changes that use: higher traffic; more noise; more intense lighting; extended operational hours. All adjacent to the backyards of long term residents who want a quiet, peaceful neighborhood in which to raise their families and enjoy retirement and quiet evenings.

The developer also purchased an adjacent property zoned R-1, knowing full well how both these were zoned and intended to be used. They <u>speculated</u> that if they hired the right attorney, the properties could be shoved through, re-zoned and they could make a huge profit on their speculation and greed. There is no telling which of the numerous possible uses of a SPUD will go into these spaces, now or in the future, as business ventures come and go and indeed, traditional businesses are shuttered and new previously unimagined of uses emerge in a neighborhood where they previously were not allowed.

The developer did not want to re-invest in the numerous already commercially zoned, vacant properties which line both sides of Lindsey, west of Berry. They want to impose



their greed-based development into a long established residential neighborhood and disregard both the neighborhood residents and previous Planning Commission votes. They continue to bring this back time and time again with the hopes that the members of the Planning Commission will one day change and then support the re-zoning.

The Planning Commission serves as part of a check and balance system for the benefit of all residents of the City of Norman. Building standards, permitting, licensing, other rules are all part of that same system. It presents a method for a planned, consistent and thoughtful process for bringing Norman and it residents toward a bright future which is inviting for people and businesses alike. Un-checked development is not the way to make people want to move into and stay in Norman. That is a well known fact in all modern cities.

In contrast, actions like this proposed re-zoning, and the accompanying uncertainty it presents, make people want to move out of the core city, which increases traffic and increases the amount of vacant and run-down properties to a point which is detrimental to the citizens and to established businesses. Or, move even father away into some of the bedroom communities which are near, but not too near. We need to encourage reinvestment in established, properly zoned areas, in a planned and consistent method, not shoehorn commercial zones into neighborhoods.

This proposed development will increase traffic in an already congested intersection. The proposal ADDS a left turn entrance off East Lindsey in very close proximity to the traffic control signal which at times will back up traffic into the Lindsey/Berry intersection: Result - Gridlock. It also increases the likelihood of impeding traffic along Berry, making it even more difficult for residents to exit and enter their homes.

Further traffic congestion slows Emergency Response and adds precious minutes to life and property saving efforts on the staff of the Fire Department, the Police Department and Emergency Services.

I implore the Commission to continue to hold to the core values which have long guided Norman as a people-friendly, neighborhood focused community, not give in to Wild West developers and speculators, which can only drive residents away from Norman.

Re-zoning of these properties is WRONG.

It is WRONG for the established neighborhood.

It is WRONG minded to rezone when there are so many vacant commercial properties.

It is WRONG for Norman and the future of this city.

The RIGHT thing would be to re-establish the R-1 designation for the CO property, to protect residents investments and to provide a neighborhood where people want to live, they know their neighbors, raise their families by building attractive, well-maintained, enticing homes which encourage generations to stay and help Norman grow.

June 8, 2020 Oct 10, 2021

Planning Commission
Planning and Community Development
201 West Gray Street - Building A
Norman, OK 73069

Dear Planning Commission,

I am opposed to the PD20-10 zoning request for the property located at 1035 and 1027 South Berry Road.

I live near the corner of Berry and Brooks Street and often travel through that congested intersection.

I also own commercial rental property on Main Street and the City should not destabilize R1 residential area and Suburban Office Commercial. This SPUD request hinders the filling of the vacant commercial properties directly across the street and all along Lindsey where there are appropriate traffic controls.

Please deny the PD20-10 request on the corner of Berry and Lindsey.

Thank you,

Roxana Leonard 1202 West Brooks Street Norman, OK 73069

OF THE CITY CLERK

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsay and Berry

FROM: Konstantinos Karathanasis and Ekaterini Akarepi 804 Carey Dr. Norman, OK, 73069

10-08-2021

Dear Planning Commission Members:

We are strongly opposed to the rezoning of the said property from CO/R1 to SPUD.

The quiet, family-oriented character of the little cul-de-sac neighborhood at Carey Drive was the primary reason that attracted us to buy our property on the street. Colleagues and friends at the University of Oklahoma were commenting that this neighborhood is one of the most well kept and charming streets in Central Norman. We are one of six families in Carey with elementary aged children who meet and play in the street with no worries about traffic and strangers coming and going.

We are deeply concerned that the proposed rezoning will drastically alter the residential character of our neighborhood and have a dramatically negative impact on the quality of our lives. Should the proposed rezoning is approved, the value of our property will get a direct hit. In matter of fact, the applicant has already caused harm to the neighborhood by cutting large trees that filtered traffic noise from Lindsey.

Why would we want another strip mall in Norman, in such a close proximity to historic and long-established family neighborhoods, while there are vacant commercial lots on Lindsey and Main? There are no other reasons apart from profiteering. We firmly believe that the Norman Planning Commission should protect the residents of Carey Drive and their quality of life instead of rewarding the blind corporate greed of the applicant.



Thank you for your consideration and support,

Konstantinos Karathanasis, Ph.D.

Professor of Music Technology & Composition

School of Music, The University of Oklahoma

Ekaterini Akarepi, Ph.D.

Lecturer of World Music

The University of Oklahoma

816 Carey Drive Norman, OK 73069 October 8, 2021

The City of Norman Planning and Community Development 201 W. Gray, Bldg. A Norman, OK 73069

> Re: O-2122-15 and R-2122-31 Rezoning from R-1 and CO to SPUD

To whom it may concern:

Six years ago, our neighborhood, just northeast of South Berry Road and Lindsey Street, thwarted an attempt to rezone some residential lots for a strip mall. Before it was all over, most of the big trees on the lots along Lindsey Street were cut down. These trees blocked the view of traffic on Lindsey Street from our neighborhood. Two of the four lots were recently sold to Sooner Traditions who has again applied to rezone these two lots for a strip mall. Our neighborhood is working to stop this rezoning. On Monday, September 14th, 2020 ten large Oak, Pecan and Sweetgum trees on one of the lots subject to the rezoning application were cut down. A few months ago, all the trees on the lot just north of those subject to the rezoning application were removed.

So, I guess this is a form of punishment that is taken out on trees! I think those involved in the rezoning will continue the effort to build a strip mall in a residential area as it seems that money can do whatever it wants. We need to protect our neighborhoods and our TREES!

I have lived on Carey Drive for 33 years. When I moved here I was a young adult with three children and now I am one of the seniors on the block. It is a great place to live because we all know and care about each other. We have block parties in our quiet street and talk to each other outside frequently. I can't imagine how much this would change our street to have a strip mall that close to us. The strip mall would be within 300 feet of our block party site!

The closeness of the commercial development and the increased traffic are major concerns to me. Therefore, I oppose the rezoning.

Leslie Cornwell

Sincerely,

Leslie Cornwell

FILED IN THE OFFICE OF THE CITY CLERK ON 10/8/21-PW

818 Carey Drive Norman, OK 73069 October 8, 2021

City or Norman Planning Department 201 West Gray, Building A Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

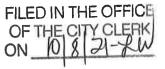
Dear Planning Commission:

I am writing this letter of protest to highlight several issues for your consideration during the planning commission meeting of October 14, 2021. Unfortunately, I will be out of town during the meeting and unable to attend.

- 1. The "traffic study" that was presented in the agenda meeting packet is
 - a. not a true traffic study since it did not address the issues that will arise if the strip mall is in place, and
 - b. is in violation of current City of Norman rules/guidelines for the distance between a commercial driveway and an intersection.

There are other issues with the traffic study as presented. The most notable is that there is not another intersection in Norman designed or operated as the one at the intersection of South Berry Road and West Lindsey Street. The generic traffic counts are meaningless.

- 2. The letters of "support" for the proposed rezoning are indeed self-serving. Mr. Miller has an interest (direct as in owing the commercial property or indirect through employment of persons owning property) in the support letters. As there are only three in the packet and Mr. Miller has an interest in all three, they deserve careful scrutiny.
- 3. I moved to Norman in 1981. The neighborhood of which Carey Drive is a part has always been and was initially designated as residential. The subdivision of the lot in question from 100 % R-1 to a 50/50 mix of R-1 and CO was done in 1981 according to the agenda packet. A CO designation is a far cry from a C-1 designation. The driveways at 1027 and 1035 South Berry Road are appropriately spaced by City of Norman standards since they were developed as residential properties.



- 4. As you already know, if the two subject properties are rezoned to C-1 the owner can sell them instantly with the C-1 zoning intact. Only the SPUD restrictions will need to be followed. A strip mall by any other name is still a strip mall.
- 5. The current SPUD is identical to the one presented last year with the exception that the building is now turned around. There is really nothing new. In fact, the "new" layout could be considered worse than the one presented last year (voted down by a 6-1 vote of the planning commission). A summary of a few reasons are as follows.
 - a. The back of the building now faces South Berry Road. The aesthetics of this are obvious. The back of the building will now be located beside the sidewalk and just on the other side of the sidewalk is South Berry Road. How would the Hollywood Shopping Center look if it were turned around and moved up to West Lindsey Street?
 - b. The lighting will now more easily infiltrate the residential area.
 - c. The noise will now more easily infiltrate the residential area.
 - d. The odors will infiltrate the residential area.
 - e. The parking will now be in the front (East) of the building and the noise, odor, lights, and pollution will now be closer to the residential area.
- 6. The six feet of wooden fence on the North and East side of the proposed strip mall will not make any difference when the issues above are considered.

There are a host of other issues (traffic, pedestrian safety, corporate creep into a neighborhood, etc.) that can be raised and may be raised by others.

In summary, I urge you to vote not to allow the proposed development of this strip mall in a long-standing residential neighborhood.

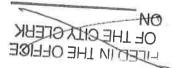
Thank you for reading.

Sincerely,

John B. Cornwell

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

FILED IN THE OFFICE OF THE CITY CLERK ON 10/8/21-2W



Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: follower

I live at: 16/8 Homeland av

Signed: folin Oliver

We do not need another

empty strip mall near

or on Lindsay St.

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Cinda offert

I live at: Commol 7307

Signed: Commol 7307

OF THE CITY CLERK ON 10/12/21-XW The City of Norman
Planning and Community Development
City Clerk
201 W. Gray, Bldg. A
Norman, OK 73069

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115

Re-zoning from R-1 to SPUD

I protest the re-zoning and development proceedings for the proposed building and parking lot at the Berry and Lindsey intersection.

I am advocating for my neighborhood to remain peaceful and safe for families to flourish. The proposed development is not a good fit for our neighborhood and the last thing Lindsey Street needs is another strip mall.

Thank you for your dedication to the City of Norman, it's a great place.

Name and address:

WILLIAM FAKRELL À LAKA SL 873 Caray drive Norman OR

ON TO 13 OF

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: William LocalSett
I live at: 1720 Chenry Stone
Norman 73072
Signed: Zilliam Kachelf

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21-RW

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Keoin & Kvicket Conny we

Hive at: 1132 W. Brooks, Norman OK 73069

Signed:

* frels / Gol

FILED IN THE OFFICE OF THE CITY CLERK ON 10/12/21

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Carolyn and Gary Kouley
llive at: 1628 Rosemont Drive
Norman OK 73072
Signed: Carolyn Kardy Day Kauley

OF THE CITY CLERK

OF THE CITY CLERK ON 10122

City of Norman Planning Department 201 West Gray, Building A Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

Dear Planning Commission,

I am writing this letter in protest to the rezoning of the properties at 1027 and 1035 South Berry Road. I have lived in Norman since 1979. My husband and I moved into our home in Pickard Acres on Madison Street 16 years ago so that our daughter would be in a diverse school setting and neighborhood. Since that time, we have adopted 2 more children who are enjoying the diversity of our neighborhood and school and the wonderful things that living close to the university has to offer.



Our property is on the East side of Imhoff Creek, just to the Northeast of the property at Lindsey and Berry.



My concerns with the residential property becoming a strip mall are rooted in safety and environmental issues and are as follows:

- 1) Many of the properties in our neighborhood are along Imhoff Creek. My back drive, which runs along Imhoff Creek from Madison Street to Parsons, along with my detached garage are in a flood plain which was created by the concreting of Imhoff Creek. The concrete ditch is shallow on the North side of the Lindsey Street bridge and deeper and box shaped on the South side of Lindsey causing major flooding at times of torrential downpours in Central Norman. This is already an issue that residents along the creek face with our properties flooding (including basements and garages). Adding more concrete along a poorly developed drainage system for Central Norman will only add to the flood issues that current residents experience.
- 2) Another concern is increased traffic in the creek, especially if the strip mall is East facing and visible to the creek. With increased traffic in the creek comes increased littering and other crimes such as graffiti.
- 3) Increased traffic at the Berry and Lindsey intersection is another big concern for our family and neighbors.

 Traffic is already congested in the mornings before school and after school at this intersection. My children use the bike path on Lindsey street and my son has almost been hit twice since the beginning of this school year by drivers who are not paying attention when he has the right of way.
- 4) There are public bus stops on both the NE and SE corners of Lindsey and Berry adding to the congestion in this area with buses picking up passengers every 30 minutes. Adding another driveway/entrance to this busy corner will likely cause more issues with auto/pedestrian/biker accidents.



I urge you to vote against the proposed development of this strip mall in our wonderful neighborhood.

Thank you,

Nolita C. Morgan

SWIFT Cº

Dear Mayor & City Council,

As a resident of Ward 4 and a developer of projects throughout Norman's Core, I am in support of the proposed rezoning and development for the corner of Berry Road and Lindsey Street. This intersection is the gateway to our city to those visiting The University of Oklahoma. This project will bring new life to this corner that is desperately needed. I also believe the proposed site plan allows for a gentle transition from the busy commercial nature west of the site with the calmer residential aspect to the east of the site.

Sincerely,

FILED IN THE OFFICE OF THE CITY CLERK ON 10/14/21 - LW



REVISED TRAFFIC IMPACT ANALYSIS

Sooner Traditions Development
Lindsey Street and Berry Road
Norman, Oklahoma

Prepared for:

Shops at Berry, LLC.

October 2021

Prepared by:

Traffic Engineering Consultants, Inc.



B.J. Afawkins, P.E., PTOE Oklahoma P.E. # 25164

CA # 1160

10 / 4 / 2021

Date



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1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained by Shops at Berry, LLC. to conduct a traffic impact analysis (TIA) for a proposed commercial development to be constructed in Norman, Oklahoma. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development, and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

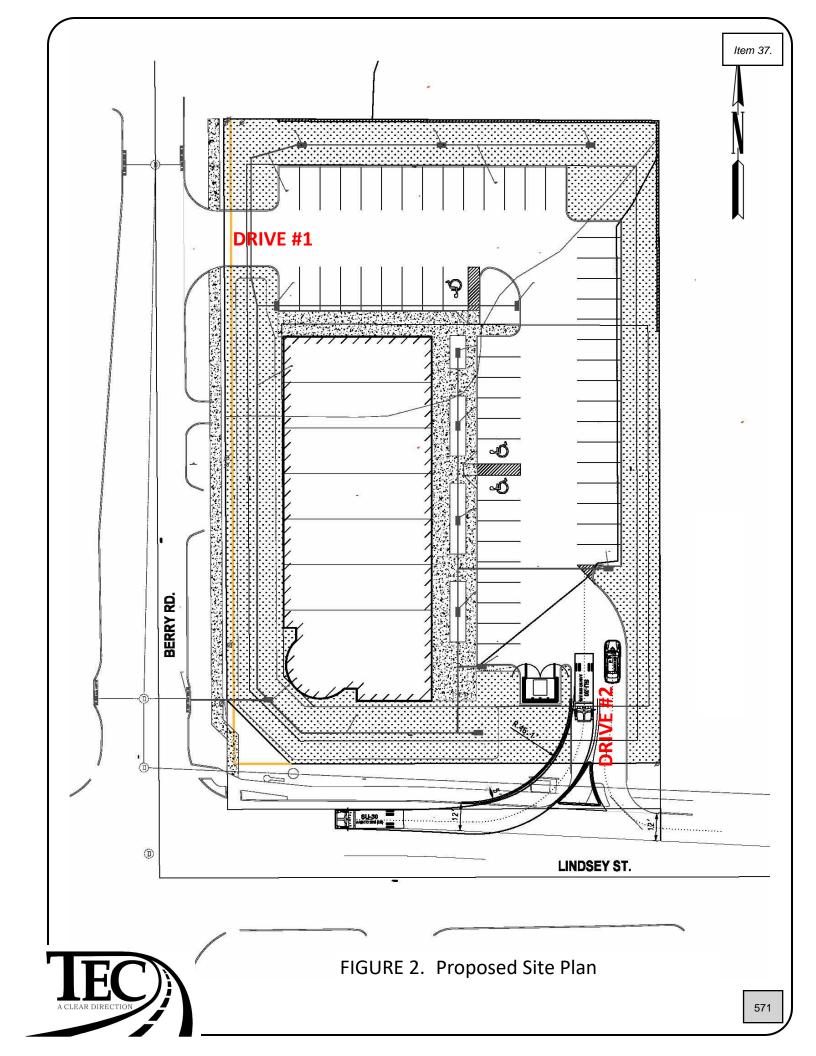
The site of the proposed development is located north of Lindsey Street and east of Berry Road as shown in **Figure 1**. The proposed development would be an approximate 10,700 square foot retail strip center. Access to the new development, as shown in **Figure 2**, is proposed via one full-access driveway on Berry Road and one right-in/right-out driveway on Lindsey Street. To properly design the proposed right-in/right-out driveway on Lindsey Street, the developer is willing to relocate the existing bus stop just to the west of its current location. The developer will coordinate with the City of Norman to determine the proper relocation of the bus stop.

2.2 EXISTING ROADWAY NETWORK

Lindsey Street is a four-lane divided east/west principal urban arterial west of Berry Road and a two-lane minor urban arterial east of Berry Road. It has a posted speed limit of 30 mph and carries an approximate average daily traffic (ADT) of 22,300 vehicles per day (vpd) west of Berry Road and a posted speed limit of 25 mph and carried an approximate ADT of 20,300 vpd east of Berry Road. Berry Road is a two-lane north/south minor urban arterial. It has a posted speed limit of 30 mph and carries an approximate ADT of 8,400 vpd north of Lindsey Street and 5,200 vpd south of Lindsey Street.

The intersection of Lindsey Street and Berry Road is a signalized intersection with protected/permissive "flashing yellow arrow" left turn movements on each approach and an eastbound right turn lane with a protected overlap.







3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected adjacent to the proposed development in September of 2021 when school was in session. Twenty-four hour turning movement volumes were collected at the intersection of Lindsey Street and Berry Road which was utilized to determine the peak hour turning movement volumes as well as daily bi-directional traffic volumes on each approach of the intersection. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a "worst-case scenario" with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. The 2021 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

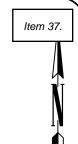
3.2 FUTURE BACKGROUND TRAFFIC

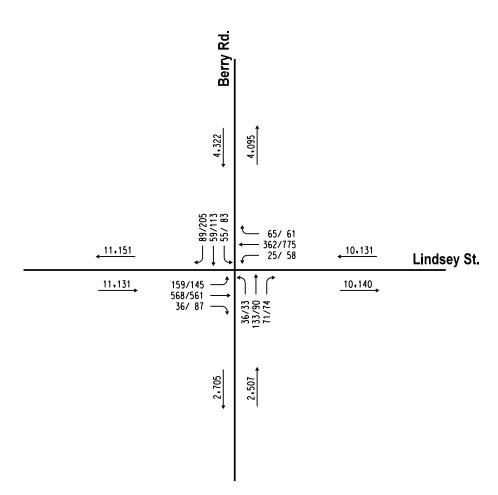
The 2021 existing traffic volumes were utilized to determine the background traffic for 2023. The 2023 year was selected as a future design year the development is estimated to be completed. The background traffic was determined for the 2023 future design year by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The annual growth rate was provided by the City of Norman staff and represents the assumed traffic growth in addition to the projected development traffic. The 2023 future background traffic is summarized in **Figure 4**.

4.0 DEVELOPMENT TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.







G:\OProjects\I-2794A - Study, Sooner Traditions, Lindsey and Berry - Norman, OK\CAD\FIG 3.dgn

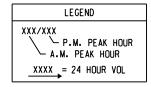
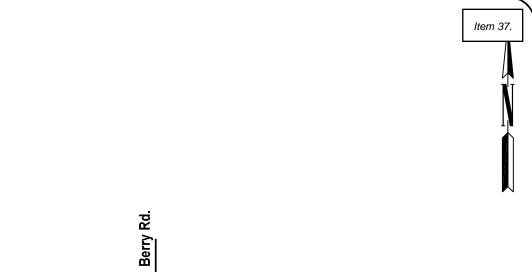
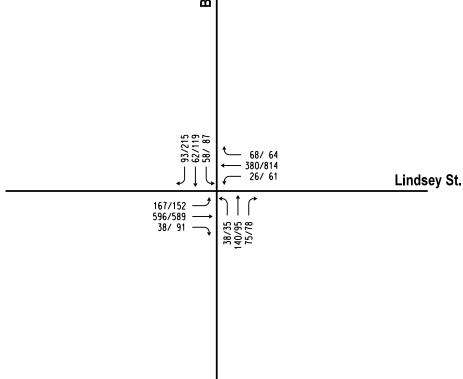


FIGURE 3. 2021 Existing Traffic







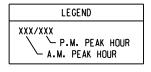


FIGURE 4. 2023 Future Background Traffic



Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Shopping Center* land use category was selected to determine the trip generation for the proposed development. The exact tenant(s) for the retail strip center is currently unknown. For the purpose of this analysis, the *Shopping Center* land use category was selected to represent the retail property and encompasses a wide variety of land uses including retail, restaurants, office, and more and will appropriately represent any possible retail businesses which may develop on that property. The resulting traffic volumes projected to be generated by the proposed development once fully constructed and occupied are indicated in **Table 1**.

TABLE 1PROJECTED SITE GENERATED TRAFFIC VOLUMES

		Approximate	Average Weekday Vehicle Trip Ends											
				Per Peak Hour of Adjacent Street Traffic		Average AM Peak Hour		Average AM Peak Hour		Average PM Peak Hour		Average PM Peak Hour		
Building Type (Land Use)	ITE Land Use Code		Per Day	One Hour Between 7am & 9am	One Hour Between 4pm & 6pm	Distril	Directional Distribution		Directional Volume (vph)		Directional Distribution		Directional Volume (vph)	
			(vpd)	(vph)	(vph)	IN	OUT	IN	OUT	IN	OUT	IN	OUT	
Trip Rate*		(sf)	37.75	0.94	3.81									
Shopping	820					0.62	0.38	6	4	0.48	0.52	20	21	
Center		10,700	404	10	41									

^{*} Trip Rates from "TRIP GENERATION MANUAL", 10th Ed., Volume 2: Data, Institute of Transportation Engineers

The proposed development would be expected to generate 404 vehicle trips per day with 6 entering and 4 exiting vehicles during the a.m. peak hour and 20 entering and 21 exiting vehicles during the p.m. peak hour.

4.2 DISTRIBUTION OF PROPOSED DEVELOPMENT TRAFFIC

The traffic expected to be generated by the proposed development was then distributed among the point of access and surrounding roadway network for the a.m. and p.m. peak hours. The distribution of the proposed development traffic was based on anticipated usage of the site and traffic patterns in the area which were obtained from the traffic data that was collected for this study. The directional distribution of the site generated traffic for the adjacent future development is expected to be:

- 39% to/from Lindsey Street west of the development
- 35% to/from Lindsey Street east of the development
- 16% to/from Berry Road north of the development
- 11% to/from Berry Road south of the development



The traffic expected to be generated from the proposed development is summarized in Figure 5.

4.3 PROJECTED COMBINED TRAFFIC

The proposed development traffic was then added to the future background traffic for the 2023 design year. The 2023 projected combined traffic (2023 future background traffic + proposed development traffic) for each access point to the proposed development as well as the surrounding roadway network are summarized in **Figure 6**.

5.0 CAPACITY ANALYSIS

5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 11*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*. The *Highway Capacity Manual* is published by the Transportation Research Board of the National Research Council, Washington, D.C. The information has been widely accepted throughout the U.S. as a guide for defining and solving transportation challenges. The information is approved and distributed by the U.S. Department of Transportation, Federal Highway Administration.

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from "A" to "F", with level-of-service "A" representing the best operating conditions and level-of-service "F" the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is



G:\OProjects\I-2794A - Study, Sooner Traditions, Lindsey and Berry - Norman, OK\CAD\FIG 5.dgn

9/14/2021

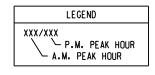
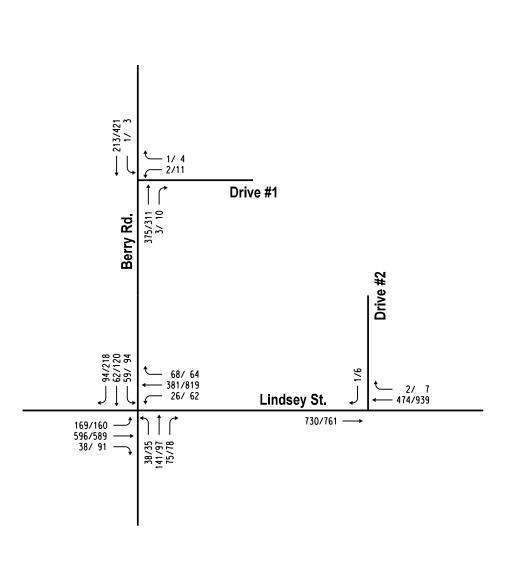


FIGURE 5. Proposed Development Traffic





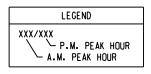


FIGURE 6. 2023 Projected Combined Traffic

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directly related to the control delay value. The criteria for stop controlled or unsignalized intersections have different threshold values than do those for signalized intersections. A higher level of control delay has been determined to be acceptable at a signalized intersection for the same level-of-service. The level-of-service criteria are summarized in **Table 2**. For purposes of this report an overall intersection level-of-service "D" or better and a critical approach (approach with the lowest level-of-service) level-of-service "E" or better was considered an acceptable level-of-service.

TABLE 2Level-of-Service Criteria

Level of Service	Average Delay (s	seconds/vehicle)	Traffic Condition
Level of Service	Unsignalized	Signalized	Traffic Collection
А	≤10	≤10	Free Flow
В	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
С	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally
J D	> 25 - 35	> 35 - 35	wait through more than one signal cycle before proceeding)
Е	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	>50	> 80	Forced Flow (congested and queues fail to clear)

5.2 SCENARIOS

Capacity analyses were conducted for the a.m. and p.m. peak hours at each access point to the proposed development as well as the study intersection of Lindsey Street and Berry Road. The intersections were analyzed and reviewed under the 2021 existing traffic, 2023 future background traffic, and 2023 projected combined traffic. The existing traffic signal timing parameters were obtained from the City of Norman and utilized in the analyses to accurately model existing conditions. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3Intersection Capacity Analysis Results

			AM Pe	ak Ho	ur			PM Pe	ak Ho	ır	
Intersection	Type of Traffic Control	Critica	al Approacl	h	Intersec	tion	Critica	l Approac	h	Intersec	tion
intersection	Type of Traffic Control	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
	20	021 Existing	Traffic								
Lindsey Street and Berry Road	Signalized	NB	54.4	D	43.8	D	SB	67.9	Е	42.4	D
	2023 Fu	ture Backgi	round Traf	fic							
Lindsey Street and Berry Road	Signalized	EB	60.8	Е	47.7	D	SB	72.9	Е	45.8	D
	2023 Pro	jected Con	nbined Tra	ffic							
Lindsey Street and Berry Road	Signalized	EB	60.8	Е	47.7	D	SB	74.7	Е	46.9	D
Berry Road and Drive #1	Unsignalized/WB Stop	WB	12.4	В	0.1	Α	WB	14.3	В	0.3	Α
Lindsey Street and Drive #2	Unsignalized/SB Stop	SB	11.5	В	0.0	Α	SB	17.9	С	0.1	Α



5.2.1 2021 EXISTING TRAFFIC

The analyses conducted under the 2021 existing traffic indicated that the critical approach at the intersection of Lindsey Street and Berry Road currently operates at level-of-service "D" during the a.m. peak hour and level-of-service "E" during the p.m. peak hour. The intersection currently operates at an overall level-of-service "D" during the peak hours.

5.2.2 2023 FUTURE BACKGROUND TRAFFIC

Under the 2023 future background traffic, the intersection would be expected to continue operating at acceptable levels-of-service during the peak hours.

5.2.3 2023 PROJECTED COMBINED TRAFFIC

Once the proposed development traffic was added to the 2023 future background traffic, the intersection and each development drive would be expected to operate at acceptable levels-of-service during the peak hours and throughout the remainder of the day and week.

6.0 DRIVEWAY SPACING

In accordance with "City of Norman Engineering Criteria for Streets, Storm Drainage, Waterlines and Sanitary Sewers", July 11, 2006 the following types of driveway criteria were evaluated:

- 1) Minimum spacing requirements for driveways along arterial roadways.
- 2) Corner clearance for driveways next to public road intersections

6.1 MINIMUM SPACING

According to the above-mentioned publication, the minimum spacing requirements for a driveway along an arterial roadway is based on the amount of traffic the development is expected to generate and the posted speed limit on the adjacent roadway which the driveways intersect. The proposed development is considered a small generator (0 to 100 peak hour trips) and Lindsey Street and Berry Road both have



posted speed limits less than 40 mph. Based on these criteria, the minimum spacing between driveways is 220 feet centerline to centerline.

Drive #1 on Berry Road has three private residential driveways within 220 feet. One driveway is the secondary access to the rear of a single-family residence and the other two driveways form a circular drive for one single-family residence. Drive #2 on Lindsey Street has two driveways spaced within 220 feet. One of the driveways is an exit-only driveway for Penny Hill Deli and the other driveway accesses a single-family residence. Due to the specific types of the existing driveways, traffic operational issues would not be anticipated as a result of the close driveway spacing.

6.2 CORNER CLEARANCE

According to the above-mentioned publication, the corner clearance for a driveway next to a public road intersection is based on the posted speed limit of the adjacent street which the driveway intersects and the traffic control at the intersection. The intersection of Lindsey Street and Berry Road is signalized and the posted speed limit on Lindsey Street and Berry Road is less than 40 miles per hour. Based on these criteria, the minimum required corner clearance from the edge of pavement of the intersecting street to the centerline of driveway 175 feet on Lindsey Street and Berry Road.

The centerline of Drive #1 on Berry Road is proposed to be constructed approximately 255 feet north of the edge of road of Lindsey Street. The centerline of Drive #2 on Lindsey Street is proposed to be constructed approximately 180 feet east of the edge of road of Berry Road. Therefore, both development driveways satisfy the City's minimum corner clearance requirement.

7.0 QUEUING ANALYSIS

Development Drive #1 is proposed to be located approximately 240 feet north of the southbound stop bar and development Drive #2 is proposed to be located approximately 160 feet east of the westbound stop bar at the intersection of Lindsey Street and Berry Road. The southbound and westbound queue lengths at the intersection of Lindsey Street and Berry Road were evaluated to determine the 95th percentile queue length to determine if the through traffic on Lindsey Street and Berry Road would queue beyond the development driveways. The 95th percentile queue is defined as the queue length of vehicles



which has only a five percent probability of being exceeded during the analysis periods and is commonly used to determine the appropriate storage length for turn lanes. The queuing analyses were conducted in Synchro SimTraffic and the results were based on the average of five sixty-minute traffic models. The results of the queuing analyses have been included in the appendix.

The queuing analysis of the southbound approach indicated the 95th percentile queue length would be 223 feet during the a.m. peak hour and 274 feet during the p.m. peak hour under the 2023 projected combined traffic scenario. Based on the results of the analyses, the southbound movement on Berry Road would not be expected to queue to or beyond Drive #1 except for a brief period during the p.m. peak hour. Drive #1 would not impact traffic operations of the through traffic on Berry Road, but the southbound queuing may increase vehicular delay of left turning vehicles exiting Drive #1 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

The queuing analysis of the westbound approach indicated the 95th percentile queue length would be 156 feet during the a.m. peak hour and 178 feet during the p.m. peak hour. Based on the results of the analyses, the westbound movement on Lindsey Street would not be expected to queue to or beyond Drive #2 except for a brief period during the p.m. peak hour. Drive #2 would not impact traffic operations of the through traffic on Lindsey Street, but the westbound queuing may increase vehicular delay of right turning vehicles exiting Drive #2 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

8.0 CONCLUSIONS

8.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed commercial development in Norman, Oklahoma. Existing traffic volume data was collected adjacent to the proposed development. The existing traffic was utilized to determine the background traffic for 2023 by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The 2023 design period was selected as



the year the development is projected to be completed. The proposed development traffic was then determined and added to the 2023 future background traffic for conducting the reviews and analyses.

The analyses conducted under the 2021 existing traffic and 2023 future background traffic indicated that the intersection of Lindsey Street and Berry Road currently operates and would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours. Once the proposed development traffic was added to the 2023 future background traffic, each study intersection and the development driveway would be expected to continue operating at an acceptable level-of-service during the peak hours and throughout the remainder of the day and week.

8.2 RECOMMENDATIONS

The small amount of traffic projected to be generated by the development would have minimal effects on the surrounding roadway network. The analyses indicate the additional development traffic would not increase vehicle delay during the a.m. peak hour, when retail shops are typically closed, and would only increase vehicle delay by less than two seconds during the p.m. peak hour. Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed development for traffic to operate at an acceptable level-of-service through 2023 when the proposed development is estimated to be completed.

Wed Sep 1, 2021 Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg	No						East					South					West					
Direction	Sou	uthbound					Westbound					Northbound					Eastbound					
Time		L	T	R	U	Арр	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App I	
2021-09-01 12:00	AM	2	5	3	0	10	0	13	2	0	15	1	4	3	0	8	5	24	0	0	29	
12:15	AM	2	1	0	0	3	3	21	3	0	27	3	0	2	0	5	2	27	2	0	31	(
12:30	AM	2	3	0	0	5	0	17	0	0	17	1	2	0	0	3	2	28	0	0	30	
12:45	AM	0	1	3	0	4	0	12	2	0	14	0	0	1	0	1	5	20	1	0	26	
Hourly T	otal	6	10	6	0	22	3	63	7	0	73	5	6	6	0	17	14	99	3	0	116	22
1:00	AM	1	2	1	0	4	0	8	0	0	8	0	1	1	0	2	2	10	0	0	12	:
1:15	AM	1	0	2	0	3	0	13	1	0	14	0	0	0	0	0	1	13	0	0	14	:
1:30	AM	0	0	1	0	1	1	8	0	0	9	0	0	2	0	2	1	12	0	0	13	:
1:45	AM	1	3	0	0	4	0	10	0	0	10	1	0	0	0	1	0	5	1	0	6	2
Hourly T	otal	3	5	4	0	12	1	39	1	0	41	1	1	3	0	5	4	40	1	0	45	10
2:00	AM	0	2	3	0	5	0	4	0	0	4	0	1	0	0	1	4	9	0	0	13	:
2:15	AM	0	0	2	0	2	0	6	3	0	9	0	0	0	0	0	1	9	1	0	11	:
2:30	AM	0	1	3	0	4	0	4	0	0	4	0	0	0	0	0	1	7	0	0	8	:
2:45	AM	0	0	2	0	2	0	3	2	0	5	0	0	0	0	0	0	4	2	0	6	
Hourly T	otal	0	3	10	0	13	0	17	5	0	22	0	1	0	0	1	6	29	3	0	38	7
3:00	AM	0	1	1	0	2	0	7	0	0	7	0	0	0	0	0	1	5	0	0	6	1
3:15	AM	1	0	0	0	1	0	9	0	0	9	0	0	1	0	1	0	2	0	0	2	1
3:30	AM	0	1	1	0	2	0	4	0	0	4	1	1	0	0	2	0	3	0	0	3	1
3:45	AM	0	0	2	0	2	0	3	1	0	4	0	0	0	0	0	1	6	0	0	7	1
Hourly T	otal	1	2	4	0	7	0	23	1	0	24	1	1	1	0	3	2	16	0	0	18	į
4:00	AM	1	0	0	0	1	0	7	0	0	7	0	0	1	0	1	0	5	0	0	5	:
4:15	AM	1	0	2	0	3	1	12	0	0	13	0	1	1	0	2	0	10	0	0	10	
4:30	AM	4	0	1	0	5	0	10	0	0	10	0	0	5	0	5	0	9	0	0	9	2
4:45	AM	1	1	3	0	5	0	16	2	0	18	0	0	2	0	2	0	7	0	0	7	3
Hourly T	otal	7	1	6	0	14	1	45	2	0	48	0	1	9	0	10	0	31	0	0	31	10
5:00	AM	1	0	1	0	2	0	15	0	0	15	0	0	2	0	2	2	11	1	0	14	3
5:15	AM	4	1	0	0	5	0	13	2	0	15	0	2	2	0	4	2	25	0	0	27	
5:30	AM	3	0	3	0	6	0	24	2	0	26	3	3	1	0	7	4	25	0	0	29	(
5:45	AM	5	2	5	0	12	0	38	4	0	42	3	2	0	0	5	4	26	1	0	31	9
Hourly T	otal	13	3	9	0	25	0	90	8	0	98	6	7	5	0	18	12	87	2	0	101	24
6:00		3	2	5	0	10	0	32	3	0	35	2	5	4	0	11	6	30	2	0	38	9
6:15	AM	3	2	3	0	8	0	44	1	0	45	1	6	5	0	12	2	36	2	0	40	10
6:30	_	5	3	4	0	12	3	67	3	0	73	3	10	0	0	13	5	31	5	0	41	13
6:45	_	9	4	14	0	27	2	75	5	0	82	5	16	2	0	23	16	67	3	0	86	2
Hourly T		20	11	26	0	57	5	218	12	0	235	11	37	11	0	59	29	164	12	0	205	5
7:00	_	9	3	11	0	23	2	85	13	0	100	11	20	6	0	37	18	65	6	0	89	2
7:15		5	14	13	0	32	1	86	10	0	97	6	24	8	0	38	31	73	3	1	108	
7.13	7 1		11	35		69	5		10	0	141	12	23		-	40		115	9	-	164	

Leg	North					East					South					West					Item 37.
Direction	Southbound					Westbound					Northbound					Eastbound					item 37.
Time	L	Т	R	U	Арр	L	T	R	U	Арр	L	Т	R	U	Арр	L	T	R	U	Арр	Int
7:45AM	21	14	24	2	61	6	87	16	0	109	9	26	17	0	52	52	152	6	0	210	432
Hourly Total	. 57	42	83	3	185	14	376	57	0	447	38	93	36	0	167	141	405	24	1	571	1370
8:00AM	10	11	19	1	41	5	119	18	0	142	9	29	21	0	59	32	124	11	0	167	409
8:15AM	11	13	22	1	47	6	74	12	0	92	9	34	11	0	54	33	145	10	0	188	381
8:30AM	13	21	24	0	58	8	82	19	0	109	9	44	22	0	75	42	147	9	0	198	440
8:45AM	29	30	33	0	92	5	91	12	0	108	4	41	13	0	58	32	117	11	0	160	418
Hourly Total	63	75	98	2	238	24	366	61	0	451	31	148	67	0	246	139	533	41	0	713	1648
9:00AM	16	10	30	0	56	3	69	10	0	82	9	25	17	0	51	31	148	7	0	186	375
9:15AM	11	10	26	0	47	3	105	19	0	127	7	19	16	0	42	28	94	4	0	126	342
9:30AM	7	9	27	0	43	6	128	14	0	148	4	12	9	0	25	30	105	7	0	142	358
9:45AM	13	21	30	0	64	6	93	11	0	110	4	18	8	0	30	31	114	10	0	155	359
Hourly Total	47	50	113	0	210	18	395	54	0	467	24	74	50	0	148	120	461	28	0	609	1434
10:00AM	11	9	20	0	40	7	93	18	0	118	5	13	12	0	30	44	116	4	0	164	352
10:15AM	13	9	30	0	52	12	91	14	0	117	8	21	10	0	39	28	106	11	0	145	353
10:30AM	16	23	24	0	63	10	133	19	0	162	5	16	6	0	27	29	97	12	0	138	390
10:45AM	12	17	23	1	53	4	115	14	1	134	6	19	12	0	37	29	96	7	0	132	356
Hourly Total	52	58	97	1	208	33	432	65	1	531	24	69	40	0	133	130	415	34	0	579	1451
11:00AM	22	19	24	1	66	3	101	11	0	115	5	17	10	0	32	24	114	10	0	148	361
11:15AM	10	11	30	0	51	8	106	12	0	126	7	22	12	0	41	39	102	15	0	156	374
11:30AM	19	32	27	0	78	9	148	13	0	170	20	25	7	0	52	35	105	16	0	156	456
11:45AM	19	19	41	1	80	8	145	21	0	174	11	25	10	0	46	41	102	17	0	160	460
Hourly Total	70	81	122	2	275	28	500	57	0	585	43	89	39	0	171	139	423	58	0	620	1651
12:00PM	15	26	54	0	95	10	142	16	0	168	10	21	18	0	49	39	134	19	0	192	504
12:15PM	16	18	37	0	71	9	125	9	0	143	11	18	16	0	45	43	145	21	0	209	468
12:30PM	17	25	40	0	82	14	178	16	0	208	9	21	19	0	49	53	124	24	0	201	540
12:45PM	23	22	40	0	85	11	123	17	0	151	8	20	19	0	47	45	140	18	0	203	486
Hourly Total	71	91	171	0	333	44	568	58	0	670	38	80	72	0	190	180	543	82	0	805	1998
1:00PM	29	22	44	0	95	0	101	13	1	115	7	17	7	0	31	44	140	7	0	191	432
1:15PM	21	17	45	0	83	11	121	23	0	155	8	15	17	0	40	31	109	13	0	153	431
1:30PM	6	27	38	0	71	12	177	19	1	209	13	11	12	0	36	26	110	13	0	149	465
1:45PM	17	17	32	0	66	7	175	19	0	201	7	14	10	0	31	38	128	12	0	178	476
Hourly Total	73	83	159	0	315	30	574	74	2	680	35	57	46	0	138	139	487	45	0	671	1804
2:00PM	14	18	31	1	64	7	113	12	1	133	10	12	8	0	30	26	115	14	0	155	382
2:15PM	18	27	29	0	74	7	126	16	1	150	8	15	11	0	34	44	125	16	0	185	443
2:30PM	18	24	44	0	86	11	150	14	1	176	9	17	13	0	39	43	129	13	0	185	486
2:45PM	19	25	46	0	90	8	179	16	0	203	10	22	16	0	48	30	118	16	0	164	505
Hourly Total	69	94	150	1	314	33	568	58	3	662	37	66	48	0	151	143	487	59	0	689	1816
3:00PM	26	30	49	0	105	15	202	17	1	235	4	13	8	0	25	30	108	9	0	147	512
3:15PM	15	27	36	0	78	13	164	15	0	192	11	19	4	0	34	27	138	12	0	177	481
3:30PM	12	21	44	1	78	14	165	17	0	196	16	26	15	0	57	35	124	16	0	175	506
3:45PM	31	18	30	1	80	11	157	22	0	190	13	30	14	0	57	40	139	16	0	195	522
Hourly Total	84	96	159	2	341	53	688	71	1	813	44	88	41	0	173	132	509	53	0	694	2021
4:00PM	31	37	31	0	99	7	148	18	0	173	5	24	18	0	47	32	132	20	0	184	503
4:15PM	23	37	57	1	118	18	142	8	1	169	4	15	16	0	35	34	130	14	0	178	
4:30PM	22	26	53	0	101	12	196	18	0	226	11	23	12	0	46	33	140	26	0	199	587

Leg	North					East					South				West					Item 37.
Direction	Southbour	nd				Westboun	d				Northbound	d			Eastbound	i				item 37.
Time	L	T	R	U	Арр	L	Т	R	U	Арр	L	T	R U	Арр	L	T	R	U	App	Int
4:45PM	20	28	60	0	108	23	188	13	1	225	9	28	22 0	59	37	136	23	0	196	588
Hourly Total	96	128	201	1	426	60	674	57	2	793	29	90	68 0	187	136	538	83	0	757	2163
5:00PM	23	33	40	3	99	11	200	20	0	231	6	19	24 0	49	43	134	17	0	194	573
5:15PM	18	26	52	0	96	12	191	10	0	213	7	20	16 0	43	32	151	21	0	204	556
5:30PM	27	31	32	1	91	16	191	7	0	214	10	16	15 0	41	31	147	27	0	205	551
5:45PM	9	36	40	0	85	13	166	11	1	191	4	24	20 0	48	38	147	21	0	206	530
Hourly Total	. 77	126	164	4	371	52	748	48	1	849	27	79	75 0	181	144	579	86	0	809	2210
6:00PM	11	17	40	2	70	23	185	20	0	228	10	16	21 0	47	35	133	27	0	195	540
6:15PM	15	32	34	1	82	10	143	12	0	165	14	17	19 0	50	21	152	23	0	196	493
6:30PM	10	27	25	1	63	10	137	18	0	165	5	9	8 0	22	34	137	20	0	191	441
6:45PM	14	15	34	0	63	7	131	9	0	147	10	20	13 0	43	35	150	18	0	203	456
Hourly Total	. 50	91	133	4	278	50	596	59	0	705	39	62	61 0	162	125	572	88	0	785	1930
7:00PM	10	21	19	0	50		153	8	0	172	6	12	12 0	30	21	136	17	0	174	426
7:15PM	8	14	21	0	43		129	4	0	140	7	11	18 0	36	20	149	9	0	178	397
7:30PM	15	21	26	1	63		112	5	0	128	7	11	13 0	31	21	118	21	0	160	382
7:45PM		20	29	1	64	10	112	8	0	130	10	18	10 0	38	24	105	13	0	142	374
Hourly Total	47	76	95	2	220		506	25	0	570	30	52	53 0	135	86	508	60	0	654	1579
8:00PM		18	25	0	56	12	116	14	0	142	6	6	13 0	25	30	122	8	0	160	383
8:15PM	12	12	20	0	44	9	122	15	0	146	9	20	13 0	42	16	136	15	0	167	399
8:30PM	13	18	18	0	49		105	10	1	124	4	10	4 0	18	24	113	15	0	152	343
8:45PM	8	19	14	0	41	12	107	15	0	134	7	10	7 0	24	19	138	13	0	170	369
Hourly Total	46	67	77	0	190	41	450	54	1	546	26	46	37 0	109	89	509	51	0	649	1494
9:00PM	15	10	16	0	41	10	105	12	0	127	6	10	7 0	23	14	105	10	0	129	320
9:15PM	15	14	19	1	49	11	98	7	0	116	6	4	8 0	18	11	103	7	0	121	304
9:30PM	9	10	12	0	31	5	96	8	0	109	2	4	3 0	9	10	97	10	0	117	266
9:45PM	10	7	15	0	32	2	66	4	0	72	0	3	8 0	11	8	85	6	0	99	214
Hourly Total	49	41	62	1	153	28	365	31	0	424	14	21	26 0	61	43	390	33	0	466	1104
10:00PM	7	7	9	0	23	6	68	5	0	79	0	3	2 0	5	6	72	5	0	83	190
10:15PM	9	3	9	0	21	3	35	3	0	41	2	3	2 0	7	9	81	4	0	94	163
10:30PM		1	4	0	8		49	5	0	58	2	2	3 0	7	5	70	3	0	78	151
10:45PM		1	11	0	18		56	7	0	66	0	3	5 0	8		55	0	0	64	156
Hourly Total	25	12	33	0	70		208	20	0	244	4	11	12 0	27	29	278	12	0	319	660
11:00PM	6	3	2	0	11	5	51	2	0	58	0	1	2 0	3	4	43	0	0	47	119
11:15PM	8	3	4	0	15		26	2	0	29	2	1	2 0	5	6	55	0	0	61	110
11:30PM	5	3	3	0	11	3	39	2	0	44	2	0	2 0	4	3	38	5	0	46	105
11:45PM	_	1	4	0	8		19	2	0	22	0	1	2 0	3		28	3	0	33	66
Hourly Total	. 22	10	13	0	45	10	135	8	0	153	4	3	8 0	15	15	164	8	0	187	400
Total		1256	1995	23	4322	583	8644	893	11	10131	511	1182	814 0	2507	1997	8267	866	1	11131	28091
% Approach		29.1%	46.2%	0.5%	-	5.8%	85.3%	8.8%	0.1%	-		47.1%	32.5% 0%	-	17.9%	74.3%	7.8%	0%	-	
% Total		4.5%	7.1%	0.1%	15.4%	2.1%	30.8%	3.2%	0%	36.1%	1.8%	4.2%	2.9% 0%	8.9%	7.1%	29.4%	3.1%	0%	39.6%	-
Lights	_	1248	1971	23	4283	577	8534	889	11	10011	503	1165	803 0	2471	1969	8152	857	1	10979	27744
% Lights		99.4%	98.8%	100%	99.1%		98.7%	99.6%	100%	98.8%		98.6%	98.6% 0%	98.6%	98.6%	98.6%	99.0%	100%	98.6%	98.8%
Articulated Trucks	0	0	0	0	0		18	1	0	21	0	0	2 0	2	2	25	0	0	27	50
% Articulated Trucks	0%	0%	0%	0%	0%	0.3%	0.2%	0.1%	0%	0.2%	0%	0%	0.2% 0%	0.1%	0.1%	0.3%	0%	0%	0.2%	500
Buses and Single-Unit Trucks	7	8	24	0	39	4	92	3	0	99	8	17	9 0	34	26	90	9	0	125	588

Leg	North					East					South				West					Item 37.
Direction	Southbour	nd				Westboun	d				Northboun	d			Eastbound	l				110111 011
Time	L	T	R	U	App	L	T	R	U	App	L	T	R U	Арр	L	T	R	U	App	Int
% Buses and Single-Unit Trucks	0.7%	0.6%	1.2%	0%	0.9%	0.7%	1.1%	0.3%	0%	1.0%	1.6%	1.4%	1.1% 0%	1.4%	1.3%	1.1%	1.0%	0%	1.1%	1.1%

*L: Left, R: Right, T: Thru, U: U-Turn

Wed Sep 1, 2021

Full Length (12 AM-12 AM (+1))

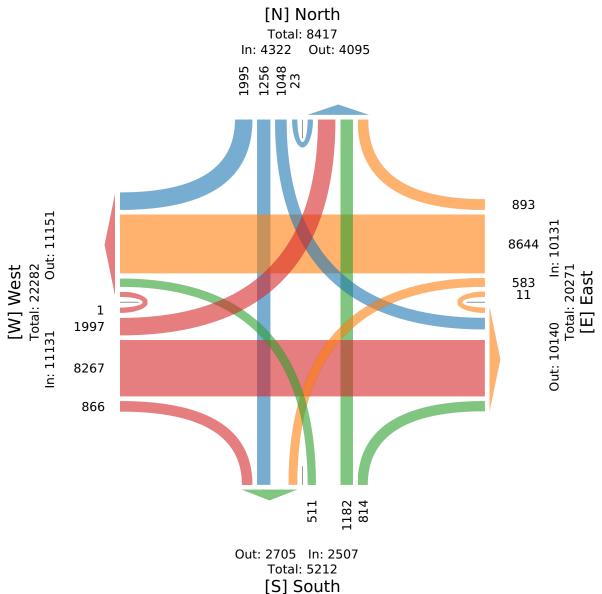
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Wed Sep 1, 2021

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg	North					East					South					West					
Direction	Southbour	nd				Westboun	d				Northboun	d				Eastbound	l				
Time	L	T	R	U	Арр	L	T	R	U	App	L	T	R	U	App	L	T	R	U	Арр	Int
2021-09-01 7:45AM	21	14	24	2	61	6	87	16	0	109	9	26	17	0	52	52	152	6	0	210	432
8:00AM	10	11	19	1	41	5	119	18	0	142	9	29	21	0	59	32	124	11	0	167	409
8:15AM	11	13	22	1	47	6	74	12	0	92	9	34	11	0	54	33	145	10	0	188	381
8:30AM	13	21	24	0	58	8	82	19	0	109	9	44	22	0	75	42	147	9	0	198	440
Total	55	59	89	4	207	25	362	65	0	452	36	133	71	0	240	159	568	36	0	763	1662
% Approach	26.6%	28.5%	43.0%	1.9%	-	5.5%	80.1%	14.4%	0%	-	15.0%	55.4%	29.6%	0%	-	20.8%	74.4%	4.7%	0%	-	-
% Total	3.3%	3.5%	5.4%	0.2%	12.5%	1.5%	21.8%	3.9%	0%	27.2%	2.2%	8.0%	4.3%	0%	14.4%	9.6%	34.2%	2.2%	0%	45.9%	-
PHF	0.655	0.702	0.927	0.500	0.848	0.781	0.761	0.855	-	0.796	1.000	0.756	0.807	-	0.800	0.764	0.934	0.818	-	0.908	0.944
Lights	55	59	89	4	207	24	355	64	0	443	36	133	71	0	240	157	553	36	0	746	1636
% Lights	100%	100%	100%	100%	100%	96.0%	98.1%	98.5%	0%	98.0%	100%	100%	100%	0%	100%	98.7%	97.4%	100%	0%	97.8%	98.4%
Articulated Trucks	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	3	0	0	3	4
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.3%	0%	0%	0.2%	0%	0%	0%	0%	0%	0%	0.5%	0%	0%	0.4%	0.2%
Buses and Single-Unit Trucks	0	0	0	0	0	1	6	1	0	8	0	0	0	0	0	2	12	0	0	14	22
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	4.0%	1.7%	1.5%	0%	1.8%	0%	0%	0%	0%	0%	1.3%	2.1%	0%	0%	1.8%	1.3%

^{*}L: Left, R: Right, T: Thru, U: U-Turn

Wed Sep 1, 2021

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005

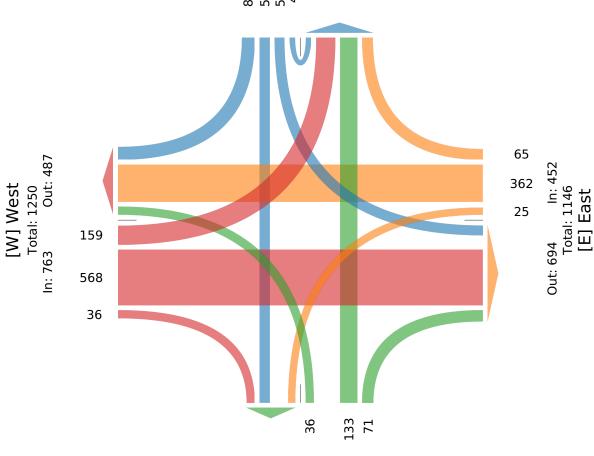


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In: 207 Out: 361

89 59 55 4



Out: 120 In: 240 Total: 360 [S] South

Wed Sep 1, 2021

Midday Peak (12 PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg	North					East					South					West					
Direction	Southboun	d				Westboun	d				Northboun	d				Eastbound					
Time	L	T	R	U	App	L	T	R	U	Арр	L	T	R	U	Арр	L	T	R	U	App	Int
2021-09-01 12:00PM	15	26	54	0	95	10	142	16	0	168	10	21	18	0	49	39	134	19	0	192	504
12:15PM	16	18	37	0	71	9	125	9	0	143	11	18	16	0	45	43	145	21	0	209	468
12:30PM	17	25	40	0	82	14	178	16	0	208	9	21	19	0	49	53	124	24	0	201	540
12:45PM	23	22	40	0	85	11	123	17	0	151	8	20	19	0	47	45	140	18	0	203	486
Total	71	91	171	0	333	44	568	58	0	670	38	80	72	0	190	180	543	82	0	805	1998
% Approach	21.3%	27.3%	51.4%	0%	-	6.6%	84.8%	8.7%	0%	-	20.0%	42.1%	37.9%	0%	-	22.4%	67.5%	10.2%	0%	-	-
% Total	3.6%	4.6%	8.6%	0%	16.7%	2.2%	28.4%	2.9%	0%	33.5%	1.9%	4.0%	3.6%	0%	9.5%	9.0%	27.2%	4.1%	0%	40.3%	-
PHF	0.772	0.875	0.792	-	0.876	0.786	0.798	0.853	-	0.805	0.864	0.952	0.947	-	0.969	0.849	0.936	0.854	-	0.963	0.925
Lights	71	90	168	0	329	43	559	58	0	660	37	79	70	0	186	178	536	80	0	794	1969
% Lights	100%	98.9%	98.2%	0%	98.8%	97.7%	98.4%	100%	0%	98.5%	97.4%	98.8%	97.2%	0%	97.9%	98.9%	98.7%	97.6%	0%	98.6%	98.5%
Articulated Trucks	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.1%	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.1%	0.1%
Buses and Single-Unit Trucks	0	1	3	0	4	1	8	0	0	9	1	1	2	0	4	2	6	2	0	10	27
% Buses and Single-Unit Trucks	0%	1.1%	1.8%	0%	1.2%	2.3%	1.4%	0%	0%	1.3%	2.6%	1.3%	2.8%	0%	2.1%	1.1%	1.1%	2.4%	0%	1.2%	1.4%

^{*}L: Left, R: Right, T: Thru, U: U-Turn

Wed Sep 1, 2021

Midday Peak (12 PM - 1 PM)

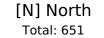
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005

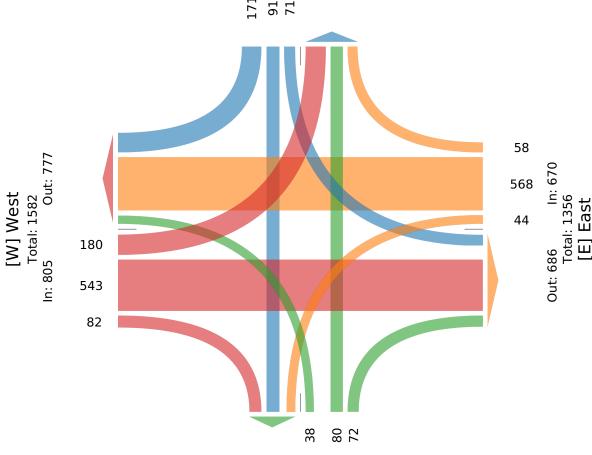


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In: 333 Out: 318





Out: 217 In: 190 Total: 407 [S] South

Wed Sep 1, 2021

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

Leg	North					East					South					West					
Direction	Southbour	nd				Westbou	nd				Northboun	ıd				Eastbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2021-09-01 4:30PM	22	26	53	0	101	12	196	18	0	226	11	23	12	0	46	33	140	26	0	199	572
4:45PM	20	28	60	0	108	23	188	13	1	225	9	28	22	0	59	37	136	23	0	196	588
5:00PM	23	33	40	3	99	11	200	20	0	231	6	19	24	0	49	43	134	17	0	194	573
5:15PM	18	26	52	0	96	12	191	10	0	213	7	20	16	0	43	32	151	21	0	204	556
Total	83	113	205	3	404	58	775	61	1	895	33	90	74	0	197	145	561	87	0	793	2289
% Approach	20.5%	28.0%	50.7%	0.7%	-	6.5%	86.6%	6.8%	0.1%	-	16.8%	45.7%	37.6%	0%	-	18.3%	70.7%	11.0%	0%	-	-
% Total	3.6%	4.9%	9.0%	0.1%	17.6%	2.5%	33.9%	2.7%	0%	39.1%	1.4%	3.9%	3.2%	0%	8.6%	6.3%	24.5%	3.8%	0%	34.6%	-
PHF	0.902	0.856	0.854	0.250	0.935	0.630	0.969	0.763	0.250	0.969	0.750	0.804	0.771	-	0.835	0.843	0.929	0.837	-	0.972	0.973
Lights	82	113	204	3	402	58	769	61	1	889	33	89	73	0	195	143	555	87	0	785	2271
% Lights	98.8%	100%	99.5%	100%	99.5%	100%	99.2%	100%	100%	99.3%	100%	98.9%	98.6%	0%	99.0%	98.6%	98.9%	100%	0%	99.0%	99.2%
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Buses and Single-Unit Trucks	1	0	1	0	2	0	6	0	0	6	0	1	1	0	2	2	6	0	0	8	18
% Buses and Single-Unit Trucks	1.2%	0%	0.5%	0%	0.5%	0%	0.8%	0%	0%	0.7%	0%	1.1%	1.4%	0%	1.0%	1.4%	1.1%	0%	0%	1.0%	0.8%

^{*}L: Left, R: Right, T: Thru, U: U-Turn

Wed Sep 1, 2021

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

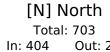
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

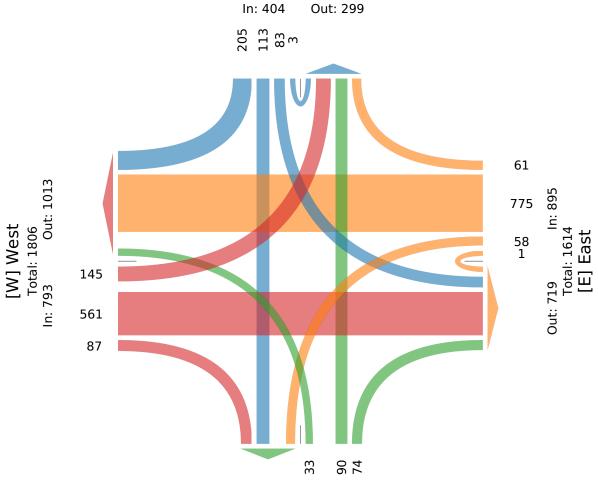
All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc. 6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US





Out: 258 In: 197 Total: 455 [S] South



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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	7		7	7	ħβ		ሻ	₽		ሻ	₽	
Traffic Volume (veh/h)	159	568	36	25	362	65	36	133	71	55	59	89
Future Volume (veh/h)	159	568	36	25	362	65	36	133	71	55	59	89
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	1070	No	1070	1070	No	1070	1070	No	1070	1070	No	1070
Adj Sat Flow, veh/h/ln Adj Flow Rate, veh/h	1870 173	1870 617	1870 39	1870 27	1870 393	1870 71	1870 39	1870 145	1870 77	1870 60	1870 64	1870 97
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	334	655	603	452	1425	255	195	169	90	157	104	158
Arrive On Green	0.09	0.35	0.35	0.21	0.47	0.47	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3011	539	1781	1150	611	1781	671	1017
Grp Volume(v), veh/h	173	617	39	27	231	233	39	0	222	60	0	161
Grp Sat Flow(s), veh/h/ln	1781	1870	1585	1781	1777	1773	1781	0	1760	1781	0	1687
Q Serve(g_s), s	8.9	38.4	0.7	0.0	9.4	9.6	2.2	0.0	14.8	3.4	0.0	10.7
Cycle Q Clear(g_c), s	8.9	38.4	0.7	0.0	9.4	9.6	2.2	0.0	14.8	3.4	0.0	10.7
Prop In Lane	1.00		1.00	1.00		0.30	1.00		0.35	1.00		0.60
Lane Grp Cap(c), veh/h	334	655	603	452	841	840	195	0	258	157	0	262
V/C Ratio(X)	0.52	0.94	0.06	0.06	0.27	0.28	0.20	0.00	0.86	0.38	0.00	0.61
Avail Cap(c_a), veh/h	336	655	603	452	841	840	245	0	440	191	0	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.5	37.8	7.6	36.7	19.1	19.2	41.9	0.0	50.0	42.1	0.0	47.3
Incr Delay (d2), s/veh	1.1	23.6	0.2	0.0	0.8	0.8	0.4	0.0	6.5	1.1	0.0	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	21.6	0.4	0.6	4.1	4.2	1.0	0.0	7.0	1.6	0.0	4.6
Unsig. Movement Delay, s/veh LnGrp Delay(d),s/veh	33.5	41 /	7.8	36.8	19.9	20.0	42.3	0.0	56.5	43.3	0.0	49.0
LnGrp LOS	33.5 C	61.4 E	7.8 A	30.8 D	19.9 B	20.0 B	42.3 D	0.0 A	30.3 E	43.3 D	0.0 A	49.0 D
Approach Vol, veh/h	C	829	A	U	491	ь	D	261	<u> </u>	D	221	D
Approach Delay, s/veh		53.1			20.9			54.4			47.5	
Approach LOS		55.1 D			20.9 C			D D			47.5 D	
											D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	17.9	63.8	12.7	25.6	32.7	49.0	11.6	26.7				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+l1), s	10.9	11.6	5.4	16.8	2.0	40.4	4.2	12.7				
Green Ext Time (p_c), s	0.0	2.6	0.0	0.8	0.0	0.6	0.0	0.7				
Intersection Summary												
HCM 6th Ctrl Delay			43.8									
HCM 6th LOS			D									



	۶	→	•	•	—	•	1	†	<i>></i>	/	↓	✓
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	7	+	7	ሻ	Φ₽		ሻ	f)		ሻ	f)	
Traffic Volume (veh/h)	145	561	87	58	775	61	33	90	74	83	113	205
Future Volume (veh/h)	145	561	87	58	775	61	33	90	74	83	113	205
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach Adj Sat Flow, veh/h/ln	1870	No 1870	1870	1870	No 1870	1870	1870	No 1870	1870	1870	No 1870	1870
Adj Flow Rate, veh/h	158	610	95	63	842	66	36	98	80	90	123	223
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	215	701	641	325	1448	113	130	187	152	281	131	238
Arrive On Green	0.07	0.38	0.38	0.13	0.43	0.43	0.03	0.20	0.20	0.05	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3338	262	1781	953	778	1781	596	1080
Grp Volume(v), veh/h	158	610	95	63	448	460	36	0	178	90	0	346
Grp Sat Flow(s), veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1730	1781	0	1676
Q Serve(g_s), s	7.8	36.3	2.2	0.0	22.9	22.9	1.9	0.0	11.1	4.8	0.0	24.3
Cycle Q Clear(g_c), s	7.8	36.3	2.2	0.0	22.9	22.9	1.9	0.0	11.1	4.8	0.0	24.3
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.64
Lane Grp Cap(c), veh/h	215	701	641	325	771	791	130	0	339	281	0	370
V/C Ratio(X)	0.73	0.87	0.15	0.19	0.58	0.58	0.28	0.00	0.53	0.32	0.00	0.94
Avail Cap(c_a), veh/h	215	701	641	325	771	791	182	0	389	289	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.7	34.8	7.4	43.7	25.7	25.7	38.8	0.0	43.2	36.1	0.0	45.9
Incr Delay (d2), s/veh	11.7	13.9	0.5	0.2	3.2	3.1	0.8	0.0	0.9	0.5	0.0	30.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	18.9	1.2	1.7	10.4	10.6	0.9	0.0	4.8	2.1	0.0	13.2
Unsig. Movement Delay, s/veh LnGrp Delay(d),s/veh	44.4	48.6	7.9	43.9	28.9	28.8	39.6	0.0	44.2	36.6	0.0	76.0
LnGrp LOS	44.4 D	40.0 D	7.9 A	43.9 D	20.9 C	20.0 C	39.0 D	Α	44.2 D	30.0 D	0.0 A	70.0 E
Approach Vol, veh/h	U	863		D	971	<u> </u>	ט	214	ט	U	436	<u>L</u>
Approach Delay, s/veh		43.4			29.9			43.4			67.9	
Approach LOS		D			C C			D			E	
•												
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	59.0	14.5	31.5	22.0	52.0	11.5	34.5				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+l1), s	9.8	24.9	6.8	13.1	2.0	38.3	3.9	26.3				
Green Ext Time (p_c), s	0.0	5.4	0.0	0.7	0.1	2.1	0.0	0.1				
Intersection Summary												
HCM 6th Ctrl Delay			42.4									
HCM 6th LOS			D									



2023 Future Background Traπic A.M. Peak Hour raffic Engineering Consultants, In

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	↑	7	ሻ	∱ ∱		7	₽		ሻ	₽	
Traffic Volume (veh/h)	167	596	38	26	380	68	38	140	75	58	62	93
Future Volume (veh/h)	167	596	38	26	380	68	38	140	75	58	62	93
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	182	648	41	28	413	74	41	152	82	63	67	101
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	327	655	604	426	1399	249	201	176	95	160	110	166
Arrive On Green	0.09	0.35	0.35	0.21	0.46	0.46	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3015	536	1781	1143	617	1781	673	1015
Grp Volume(v), veh/h	182	648	41	28	242	245	41	0	234	63	0	168
Grp Sat Flow(s), veh/h/ln	1781	1870	1585	1781	1777	1774	1781	0	1759	1781	0	1688
Q Serve(g_s), s	9.4	41.3	0.7	0.0	10.1	10.3	2.3	0.0	15.6	3.5	0.0	11.1
Cycle Q Clear(g_c), s	9.4	41.3	0.7	0.0	10.1	10.3	2.3	0.0	15.6	3.5	0.0	11.1
Prop In Lane	1.00	/ [[1.00	1.00	025	0.30	1.00	٥	0.35	1.00	٥	0.60
Lane Grp Cap(c), veh/h	327 0.56	655 0.99	604 0.07	426 0.07	825	823 0.30	201 0.20	0	270 0.87	160 0.39	0.00	275 0.61
V/C Ratio(X) Avail Cap(c_a), veh/h	327	655	604	426	0.29 825	823	250	0.00	440	191	0.00	422
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.8	38.8	7.6	37.9	20.0	20.0	41.2	0.00	49.6	41.4	0.00	46.7
Incr Delay (d2), s/veh	1.7	32.8	0.2	0.0	0.9	0.9	0.4	0.0	8.1	1.2	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.2	24.6	0.4	0.7	4.5	4.5	1.0	0.0	7.4	1.6	0.0	4.8
Unsig. Movement Delay, s/veh		21.0	0.1	0.7	110	1.0	1.0	0.0	7	1.0	0.0	1.0
LnGrp Delay(d),s/veh	34.5	71.6	7.8	37.9	20.9	20.9	41.6	0.0	57.7	42.6	0.0	48.3
LnGrp LOS	С	E	A	D	C	С	D	A	E	D	A	D
Approach Vol, veh/h		871			515			275			231	
Approach Delay, s/veh		60.8			21.8			55.3			46.7	
Approach LOS		Е			С			Е			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.0	62.7	12.9	26.4	31.7	49.0	11.7	27.6				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+l1), s	11.4	12.3	5.5	17.6	2.0	43.3	4.3	13.1				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.9	0.0	0.0	0.0	0.7				
Intersection Summary												
			47.7									
HCM 6th Ctrl Delay HCM 6th LOS												
HOW OU LUS			D									



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		→	*	•	•	_	7	ı		*	+	*
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			7		Φ₽		ሻ	₽		7	₽	
Traffic Volume (veh/h)	152	589	91	61	814	64	35	95	78	87	119	215
Future Volume (veh/h)	152	589	91	61	814	64	35	95	78	87	119	215
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	165	640	99	66	885	70	38	103	85	95	129	234
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	204	701	642	298	1429	113	124	188	155	281	134	243
Arrive On Green	0.07	0.38	0.38	0.12	0.43	0.43	0.03	0.20	0.20	0.06	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3336	264	1781	948	782	1781	596	1080
Grp Volume(v), veh/h	165	640	99	66	471	484	38	0	188	95	0	363
Grp Sat Flow(s), veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1730	1781	0	1676
Q Serve(g_s), s	8.0	39.0	2.3	0.0	24.8	24.8	2.0	0.0	11.7	5.0	0.0	25.7
Cycle Q Clear(g_c), s	8.0	39.0	2.3	0.0	24.8	24.8	2.0	0.0	11.7	5.0	0.0	25.7
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.64
Lane Grp Cap(c), veh/h	204	701	642	298	761	781	124	0	344	281	0	377
V/C Ratio(X)	0.81	0.91	0.15	0.22	0.62	0.62	0.31	0.00	0.55	0.34	0.00	0.96
Avail Cap(c_a), veh/h	204	701	642	298	761	781	175	0	389	285	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	33.7	35.6	7.5	45.7	26.7	26.7	38.7	0.0	43.2	35.8	0.0	46.0
Incr Delay (d2), s/veh	20.2	18.3	0.5	0.3	3.8	3.7	1.0	0.0	1.0	0.5	0.0	36.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.7	21.0	1.2	1.8	11.3	11.6	0.9	0.0	5.1	2.2	0.0	14.4
Unsig. Movement Delay, s/veh		21.0		1.0	11.0	11.0	0.7	0.0	0.1	2.2	0.0	
LnGrp Delay(d),s/veh	53.9	53.9	8.0	46.0	30.4	30.4	39.7	0.0	44.2	36.3	0.0	82.4
LnGrp LOS	D	D	A	D	С	С	D	A	D	D	A	F
Approach Vol, veh/h		904			1021			226			458	
Approach Delay, s/veh		48.9			31.4			43.5			72.9	
Approach LOS		D			C			D			E	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	58.4	14.7	31.9	21.4	52.0	11.6	35.0				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+l1), s	10.0	26.8	7.0	13.7	2.0	41.0	4.0	27.7				
Green Ext Time (p_c), s	0.0	5.6	0.0	0.7	0.1	1.5	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			45.8									
HCM 6th LOS			40.0 D									

2023 Future Background Traffic PM 2023 Future Background Traffic 4:24 pm 09/16/2021 P.M. Peak Hour Traffic Engineering Consultants, Inc.

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HCM 6th LOS



3: Berry Rd & Lindsey St

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	†	7	ሻ	∱ ∱		ሻ	₽		ሻ	₽	
Traffic Volume (veh/h)	169	596	38	26	381	68	38	141	75	59	62	94
Future Volume (veh/h)	169	596	38	26	381	68	38	141	75	59	62	94
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	184	648	41	28	414	74	41	153	82	64	67	102
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	327	655	604	424	1396	248	202	177	95	161	110	167
Arrive On Green	0.09	0.35	0.35	0.20	0.46	0.46	0.03	0.15	0.15	0.04	0.16	0.16
Sat Flow, veh/h	1781	1870	1585	1781	3016	535	1781	1146	614	1781	669	1018
Grp Volume(v), veh/h	184	648	41	28	243	245	41	0	235	64	0	169
Grp Sat Flow(s), veh/h/ln	1781	1870	1585	1781	1777	1774	1781	0	1760	1781	0	1687
Q Serve(g_s), s	9.6	41.3	0.7	0.0	10.2	10.3	2.3	0.0	15.6	3.6	0.0	11.2
Cycle Q Clear(g_c), s	9.6	41.3	0.7	0.0	10.2	10.3	2.3	0.0	15.6	3.6	0.0	11.2
Prop In Lane	1.00	/ [[1.00	1.00	ດລາ	0.30	1.00	0	0.35	1.00	0	0.60
Lane Grp Cap(c), veh/h	327	655	604	424	823 0.29	821 0.30	202	0	271 0.87	161	0.00	277
V/C Ratio(X)	0.56 327	0.99 655	0.07 604	0.07 424	823	821	0.20 251	0.00	440	0.40 191	0.00	0.61 422
Avail Cap(c_a), veh/h HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	32.8	38.8	7.5	38.0	20.0	20.1	41.2	0.00	49.5	41.4	0.00	46.6
Incr Delay (d2), s/veh	1.9	32.8	0.2	0.0	0.9	0.9	0.4	0.0	8.2	1.2	0.0	1.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.3	24.6	0.4	0.7	4.5	4.6	1.0	0.0	7.5	1.6	0.0	4.8
Unsig. Movement Delay, s/veh		24.0	0.4	0.7	7.0	4.0	1.0	0.0	7.0	1.0	0.0	4.0
LnGrp Delay(d),s/veh	34.7	71.6	7.8	38.0	21.0	21.0	41.6	0.0	57.8	42.6	0.0	48.2
LnGrp LOS	С	E	A	D	C	C	D	A	E	D	A	D
Approach Vol, veh/h		873			516			276			233	
Approach Delay, s/veh		60.8			21.9			55.3			46.6	
Approach LOS		E			C			E			D	
	1		2	4	_	,	7					
Timer - Assigned Phs	10.0	2	3	27.5	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.0	62.6	12.9	26.5	31.6	49.0	11.7	27.7				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	11.0	42.0	7.0	30.0	11.0	42.0	7.0	30.0				
Max Q Clear Time (g_c+l1), s	11.6	12.3	5.6	17.6	2.0	43.3	4.3	13.2				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.9	0.0	0.0	0.0	0.7				
Intersection Summary												
HCM 6th Ctrl Delay			47.7									
HCM 6th LOS			D									

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	LDL	<u> </u>	₩ Ъ	WUIN	JUL	JDIK *
Traffic Vol, veh/h	0	7 30	474	2	0	ր 1
Future Vol, veh/h	0	730	474	2	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free		
RT Channelized	riee -	None	riee -		Stop	Stop None
			-		-	
Storage Length	<u>-</u>	-	-	-		0
Veh in Median Storage,		0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	793	515	2	0	1
Major/Minor N	1ajor1	N	/lajor2	٨	/linor2	
Conflicting Flow All	-	0	-	0	-	516
Stage 1	-	U	-	-	-	310
Stage 2	-	-	_	-	-	_
	-	-	-		-	6.22
Critical Hdwy	-	-	-	-	-	0.22
Critical Hdwy Stg 1	-	-	-	-	-	
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-		3.318
Pot Cap-1 Maneuver	0	-	-	-	0	559
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	559
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		11.5	
HCM LOS					В	
Minor Lane/Major Mvmt		EBT	WBT	WBR S	SBLn1	
Capacity (veh/h)						
HCM Lane V/C Ratio		_	_		0.002	
HCM Control Delay (s)					11.5	
HCM Lane LOS			-	-	В	
HCM 95th %tile Q(veh)						
HOIVI YOUT WITHE (LIVEN)		-	-	-	0	

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	, A		₽			ની
Traffic Vol, veh/h	2	1	375	3	1	213
Future Vol, veh/h	2	1	375	3	1	213
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storag	e, # 0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	408	3	1	232
	_	-				
				_		
Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	644	410	0	0	411	0
Stage 1	410	-	-	-	-	-
Stage 2	234	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	437	642	-	-	1148	-
Stage 1	670	-	-	-	-	-
Stage 2	805	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	437	642	-	-	1148	-
Mov Cap-2 Maneuver		-	_	_	-	_
Stage 1	670	_	_	_	_	_
Stage 2	804	_	_	_	_	_
Stuge 2	504					
Approach	WB		NB		SB	
HCM Control Delay, s	12.4		0		0	
HCM LOS	В					
						CDT
	nt	NDT	NDD	N/DI ∽1	CDL	
Minor Lane/Major Mvi	nt	NBT		VBLn1	SBL	SBT
Minor Lane/Major Mvi Capacity (veh/h)	nt	-	-	489	1148	-
Minor Lane/Major Mvi Capacity (veh/h) HCM Lane V/C Ratio		-	-	489 0.007	1148 0.001	-
Minor Lane/Major Mvi Capacity (veh/h) HCM Lane V/C Ratio HCM Control Delay (s		- -	- - -	489 0.007 12.4	1148 0.001 8.1	- - 0
Minor Lane/Major Mvi Capacity (veh/h) HCM Lane V/C Ratio)	-	-	489 0.007	1148 0.001	-



	۶	→	•	•	—	•	•	†	~	/	+	✓
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	¥	†	7	ሻ	∱ ∱		7	f)		7	f)	
Traffic Volume (veh/h)	160	589	91	62	819	64	35	97	78	94	120	218
Future Volume (veh/h)	160	589	91	62	819	64	35	97	78	94	120	218
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	174	640	99	67	890	70	38	105	85	102	130	237
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	203	701	642	298	1430	112	121	188	152	280	134	243
Arrive On Green	0.07	0.38	0.38	0.12	0.43	0.43	0.03	0.20	0.20	0.06	0.22	0.22
Sat Flow, veh/h	1781	1870	1585	1781	3337	262	1781	957	774	1781	594	1082
Grp Volume(v), veh/h	174	640	99	67	474	486	38	0	190	102	0	367
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1777	1823	1781	0	1731	1781	0	1676
Q Serve(g_s), s	8.0	39.0	2.3	0.0	24.9	24.9	2.0	0.0	11.9	5.4	0.0	26.1
Cycle Q Clear(g_c), s	8.0	39.0	2.3	0.0	24.9	24.9	2.0	0.0	11.9	5.4	0.0	26.1
Prop In Lane	1.00		1.00	1.00		0.14	1.00		0.45	1.00		0.65
Lane Grp Cap(c), veh/h	203	701	642	298	761	781	121	0	340	280	0	377
V/C Ratio(X)	0.86	0.91	0.15	0.22	0.62	0.62	0.31	0.00	0.56	0.36	0.00	0.97
Avail Cap(c_a), veh/h	203	701	642	298	761	781	172	0	389	280	0	377
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	35.1	35.6	7.5	45.7	26.7	26.7	38.9	0.0	43.5	36.0	0.0	46.1
Incr Delay (d2), s/veh	27.8	18.3	0.5	0.3	3.8	3.7	1.1	0.0	1.1	0.6	0.0	39.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.3	21.0	1.2	1.8	11.4	11.7	0.9	0.0	5.2	2.4	0.0	14.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.9	53.9	8.0	46.0	30.5	30.5	40.0	0.0	44.6	36.6	0.0	85.3
LnGrp LOS	E	D	A	D	С	С	D	A	D	D	A	F
Approach Vol, veh/h		913			1027			228			469	
Approach Delay, s/veh		50.6			31.5			43.8			74.7	
Approach LOS		D			С			D			Е	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.0	58.4	15.0	31.6	21.4	52.0	11.6	35.0				
Change Period (Y+Rc), s	7.0	7.0	8.0	8.0	7.0	7.0	8.0	8.0				
Max Green Setting (Gmax), s	8.0	48.0	7.0	27.0	11.0	45.0	7.0	27.0				
Max Q Clear Time (g_c+I1), s	10.0	26.9	7.4	13.9	2.0	41.0	4.0	28.1				
Green Ext Time (p_c), s	0.0	5.6	0.0	0.7	0.1	1.5	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			46.9									
HCM 6th LOS			D									

Intersection Int Delay, s/veh	0.1					
		EDT	MDT	WDD	CDI	CDD
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	0	^	\$	-	0	7
Traffic Vol, veh/h	0	761	939	7	0	6
Future Vol, veh/h	0	761	939	7	0	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage,	# -	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	827	1021	8	0	7
NA - ' / NA' NA	1 - !1		4-1		/! ·· O	
	1ajor1		Major2		/linor2	
Conflicting Flow All	-	0	-	0	-	1025
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	285
Stage 1	0	-	_	_	0	-
Stage 2	0	_	_	_	0	_
Platoon blocked, %	- 0	_	_	_	- 0	
Mov Cap-1 Maneuver	_	-	-	-	_	285
	-	-	•	-		200
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
		- - -	- - -	- -	- - -	- - -
Stage 1	-	- - -	- - -	- - -	- - -	-
Stage 1	-	-	- - - WB	-	- - - SB	-
Stage 1 Stage 2 Approach	- - EB	-	- - WB	-	SB	-
Stage 1 Stage 2 Approach HCM Control Delay, s	-	-	-	-	SB 17.9	-
Stage 1 Stage 2 Approach	- - EB	-	- - WB		SB	-
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS	EB 0	-	- - WB 0	-	SB 17.9 C	-
Stage 1 Stage 2 Approach HCM Control Delay, s	EB 0	EBT	- - WB 0	- - - WBR S	SB 17.9 C	-
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS	EB 0	-	- - WB 0	-	SB 17.9 C	
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt	EB 0	-	- - WB 0	WBRS	SB 17.9 C	
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h) HCM Lane V/C Ratio	EB 0	-	WB 0	WBR S	SB 17.9 C SBLn1 285 0.023	
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h)	EB 0	-	WB 0	WBR S	SB 17.9 C SBLn1 285	
Stage 1 Stage 2 Approach HCM Control Delay, s HCM LOS Minor Lane/Major Mvmt Capacity (veh/h)	EB 0	-	WB 0	WBRS	SB 17.9 C SBLn1 285	

09/16/2021

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	N/F		₽			ની
Traffic Vol, veh/h	11	4	311	10	3	421
Future Vol, veh/h	11	4	311	10	3	421
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage	e, # 0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	4	338	11	3	458
WWW. LIOW	12	•	000		U	100
	Minor1		/lajor1		Major2	
Conflicting Flow All	808	344	0	0	349	0
Stage 1	344	-	-	-	-	-
Stage 2	464	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	350	699	-	-	1210	-
Stage 1	718	-	-	_	-	_
Stage 2	633	-	-	-	-	-
Platoon blocked, %	300		_	_		_
Mov Cap-1 Maneuver	349	699	_	_	1210	_
Mov Cap-1 Maneuver	349	077	-		1210	-
Stage 1	718	-	-	-	-	-
· ·	631			-		-
Stage 2	031	-	-	-	-	-
Approach	WB		NB		SB	
HCM Control Delay, s	14.3		0		0.1	
HCM LOS	В					
Ndinan Lana/Ndaian Ndin	-1	NDT	MDDW	VDI 1	CDI	CDT
Minor Lane/Major Mvn	nı	NBT	NRKA	VBLn1	SBL	SBT
Capacity (veh/h)		-	-	403	1210	-
HCM Lane V/C Ratio		-	-		0.003	-
	1		_	14.3	8	0
HCM Control Delay (s))	_				
HCM Control Delay (s, HCM Lane LOS HCM 95th %tile Q(veh		-	-	B 0.1	A 0	A

10/04/2021

Intersection: 3: Berry Rd & Lindsey St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	
Directions Served	L	T	R	L	T	TR	L	TR	L	TR	
Maximum Queue (ft)	274	409	108	89	163	153	124	300	124	200	
Average Queue (ft)	84	234	13	28	99	98	38	135	49	88	
95th Queue (ft)	201	396	70	72	156	151	108	238	105	167	
Link Distance (ft)		402	402		147	147		336		223	
Upstream Blk Time (%)		1	0		2	1		0		0	
Queuing Penalty (veh)		0	0		4	3		0		0	
Storage Bay Dist (ft)	250			65			100		100		
Storage Blk Time (%)		5		0	18		0	23	1	13	
Queuing Penalty (veh)		9		1	5		0	9	2	7	

Intersection: 6: Lindsey St & Drive #2

Movement	WB	SB
Directions Served	TR	R
Maximum Queue (ft)	69	22
Average Queue (ft)	7	1
95th Queue (ft)	45	11
Link Distance (ft)	150	57
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Berry Rd & Drive #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	30	12
Average Queue (ft)	2	1
95th Queue (ft)	16	7
Link Distance (ft)	123	140
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 40

10/04/2021

Intersection: 3: Berry Rd & Lindsey St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	
Directions Served	L	Т	R	L	Т	TR	L	TR	L	TR	
Maximum Queue (ft)	275	428	412	89	185	179	124	224	125	233	
Average Queue (ft)	137	288	59	47	159	156	30	93	81	182	
95th Queue (ft)	279	454	234	92	175	178	82	179	149	274	
Link Distance (ft)		402	402		147	147		336		223	
Upstream Blk Time (%)		8	1		30	24				12	
Queuing Penalty (veh)		0	0		140	116				51	
Storage Bay Dist (ft)	250			65			100		100		
Storage Blk Time (%)		13		4	46			11	5	41	
Queuing Penalty (veh)		22		15	28			4	16	38	

Intersection: 6: Lindsey St & Drive #2

Movement	WB	SB
Directions Served	TR	R
Maximum Queue (ft)	184	31
Average Queue (ft)	151	7
95th Queue (ft)	220	25
Link Distance (ft)	150	57
Upstream Blk Time (%)	26	0
Queuing Penalty (veh)	0	0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 7: Berry Rd & Drive #1

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	43	159
Average Queue (ft)	11	44
95th Queue (ft)	35	142
Link Distance (ft)	123	140
Upstream Blk Time (%)		5
Queuing Penalty (veh)		0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 429

NORMAN PLANNING COMMISSION REGULAR SESSION MINUTES

OCTOBER 14, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14^{th} day of October, 2021.

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

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

ROLL CALL

MEMBERS PRESENT

Erin Williford Steven McDaniel Erica Bird Dave Boeck Sandy Bahan Michael Jablonski

MEMBERS ABSENT

Nouman Jan Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Roné Tromble, Recording Secretary
Todd McLellan, Development Engineer
Heather Poole, Asst. City Attorney
Jami Short, Traffic Engineer

Item No. 2, being:

R-2122-31 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM OFFICE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

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

and

Item No. 3, being:

O-2122-15 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Staff Report
- 3. SPUD Narrative with Exhibits A-D
- 4. Transportation Impacts
- 5. Revised Traffic Impact Analysis
- 6. Pre-Development Summary
- 7. Protest & Support Map October 6, 2021
- 8. Protests & Supports received by October 6, 2021

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 12.5% of the notification area. Support letters were received which represented 17.8% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Mr. Sean Rieger, Rieger Law Group, representing the applicant

AUDIENCE PARTICIPATION:

- 1. Mr. Jim Akey, 819 Carey Drive, spoke in opposition
- 2. Mr. David Nehrenz, 902 Carey Drive, spoke in opposition
- 3. Ms. Roxana Meyer, 1202 W. Brooks Street, spoke in opposition
- 4. Ms. Michelle Nehrenz, 906 Carey Drive, spoke in opposition
- 5. Ms. Gabrielle Mandeville, 905 Carey Drive, spoke in opposition
- 6. Mr. Dan Mains, 1128 W. Brooks Street, spoke in opposition
- 7. Ms. Lara Souza, 823 Carey Drive, spoke in opposition
- 8. Mr. Dennis Yarbro, 803 S. Berry Road, spoke in opposition
- 9. Ms. Susan Meyer, 808 Carey Drive, spoke in opposition
- 10. Mr. Steve Maple, 951 S. Berry Road, spoke in opposition
- 11. Mr. Kevin Connywerdy, 1132 W. Brooks Street, spoke in opposition
- 12. Ms. Nolita Morgan, 1027 Madison Street, spoke in opposition

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

- 1. Chair Erica Bird made comments
- 2. Commissioner Michael Jablonski made comments
- 3. Mr. Sean Rieger responded to a question
- 4. Commissioner Erin Williford made comments

- 5. Commissioner Dave Boeck made comments
- 6. Chair Erica Bird made comments

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-31 and Ordinance No. O-2122-15 to City Council. Erin Williford seconded the motion.

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

YEAS

Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck,

Michael Jablonski

NAYES

Sandy Bahan

MEMBERS ABSENT

Nouman Jan, Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 5-1.

* * *

1027 AND 1035 S. BERRY ROAD NORMAN OK

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

SOONER TRADITIONS L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted August 2, 2021 Revised November 29, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC 136 Thompson Drive Norman, Oklahoma 73069

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Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Utility Services
- E. Fire Protection Services
- F. Traffic Circulation and Access
- G. Fencing

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permitted Uses
- B. Area Regulations
- C. Open Space
- D. Traffic Access, Circulation, Sidewalks
- E. Landscaping/Tree Preservation
- F. Signage
- G. Lighting
- H. Fencing
- I. Height
- J. Parking
- K. Exterior Materials

EXHIBITS

- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram
- D. Stormwater Enhancement Diagram

I. <u>INTRODUCTION</u>

This Simple Planned Unit Development (the "SPUD") is being submitted for the property located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, OK (the "Property"). The Property consists of one platted lot that was subdivided through different zoning requests over time. This request seeks to return the zoning classification and use of the Property back to a one single platted lot. Currently, the south half of the Property is zoned CO, Suburban Office Commercial District, and the north half is zoned R-1, Single-Family Dwelling District. However, the properties on all three other corners of the Lindsey Street and Berry Road intersection are all NORMAN 2025 Planned Commercial, and zoned C-1 or C-2 Commercial districts. The Applicant seeks to develop a small-scale commercial center that incorporates C-1 Local Commercial District allowable uses as more particularly detailed on Exhibit B. In keeping with the intent and spirit of the City of Norman's C-1 Zoning Ordinance, this request is intended to provide zoning for the conduct of uses that meet the regular needs and for the convenience of the people of adjacent residential areas.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, Oklahoma. The Berry Road and Lindsey Street intersection is a section line intersection featuring a combined daily traffic count (per ACOG) of almost 27,000 vehicles per day.

B. Existing Land Use and Zoning

The south half of the Property is currently zoned CO, Suburban Office Commercial District and the north half of the Property is zoned R-1, Single-Family Dwelling District. The south half of the Property is currently designated on NORMAN 2025 as Office and the north half of the Property is designated Low Density Residential. As noted above, all other corners of the Lindsey Street and Berry Road intersection are NORMAN 2025 Planned Commercial, and zoned C-1, Local Commercial or C-2, General Commercial.

C. Elevation and Topography; Drainage

The Property is developed with two older residential structures and gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. A drainage report has been conducted for the Property and provided to City Staff for review.

D. Utility Services

The necessary utility services for this project are already located on or near the Property as this is an already developed location.

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman's fire and building codes.

F. Traffic Circulation and Access

There are currently three access points on South Berry Road for the Property.

G. Fencing

The Property currently has no boundary fencing.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit A**. The exhibits attached hereto are incorporated herein by reference. The Property shall be developed in conformance with the Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

A. Uses Permitted

It is the intent of this SPUD to allow the Property to incorporate in, and provide for, the allowable uses provided under the City of Norman's C-1, Local Commercial District. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Area Regulations

<u>North Setback</u>: There shall be a ninety (90') foot building setback from the North property line.

<u>South Setback</u>: There shall be a twenty-five (25') foot building setback from the South property line.

<u>East Setback</u>: There shall be a forty-five (45') foot building setback from the East property line.

West Setback. There shall be a twenty-five (25') foot building setback from the West property line.

The building setbacks enumerated herein shall be applicable to vertical habitable or occupiable structures.

C. Open space and green space

The development of the Property will feature open space and green space areas, as illustrated on the Open Space Diagram, attached hereto as **Exhibit C**. The impervious area for the Property shall not exceed 65%. There shall be a minimum twenty-five (25') foot landscape buffer along the South and West property lines, a minimum twenty (20') foot landscape buffer along the North property line, and a minimum sixteen (16') foot landscape buffer along the East property line. Notwithstanding the foregoing, minor improvements, such as, but not limited to, the patio area, pedestrian bike access path, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers to the South and West of the building. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. Examples of potential LIDs and BMPs that may be utilized on the Property are indicated on the Stormwater Enhancement Diagram, attached hereto as **Exhibit D**. The locations and types of LIDs and BMPs are subject to modification during final site development.

D. Traffic access/circulation/sidewalks

There are currently three access points on South Berry Road for the Property, which as noted above is currently being used as if it were two separate lots. The Applicant proposes removing two of those access points, relocating one of them farther north, and providing a new access point on Lindsey Street. New sidewalks would be installed along Berry Road frontage. The access point from Lindsey Street shall be restricted access of right in, right out only. The Applicant has provided a Traffic Impact Analysis discussing the proposed development to City Staff.

E. Landscaping/Tree Preservation

Trees shall be preserved by the Applicant, when possible, to fit the proposed site plan. If the Applicant needs to remove a mature tree in order to facilitate the development of the Property per the site plan, the Applicant shall plant two (2) trees, minimum two-inch caliper, on the Property, in a location to be determined by the Applicant. Additionally, no trees located within the public right of ways, will be removed by the Applicant unless one or more of the following circumstances apply: (i) a tree needs to be removed or altered in order to comply with Norman's City Ordinances, as amended from time to time; (ii) a tree(s) needs to be removed to allow for installation of the new sidewalk and entry drive approaches, utility installation, bus stop changes, or other infrastructure modifications; or (iii) a tree is

a dangerous tree or diseased or infected tree as defined in Article X of Chapter 10 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

Signage will comply with the City of Norman's commercial signage ordinances applicable to Norman's C-1, Local Commercial District, as may be amended from time to time.

G. Lighting

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

H. Fencing

The Property currently has no boundary fencing. The Property will feature a six (6') foot high brick masonry privacy boundary wall along the North and East boundaries of the Property, provided that the wall may commence at the South setback line on the East boundary of the Property. The wall may be of panelized construction.

I. Height

Height shall be restricted to no more than one (1) story for all building structures.

J. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time. Additionally, bike racks will be provided on the Property to encourage and support multi-modal transportation to and from the development.

K. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

EXHIBIT A

Site Development Plan
The note of 6' screen wall below is changed to 6' brick wall

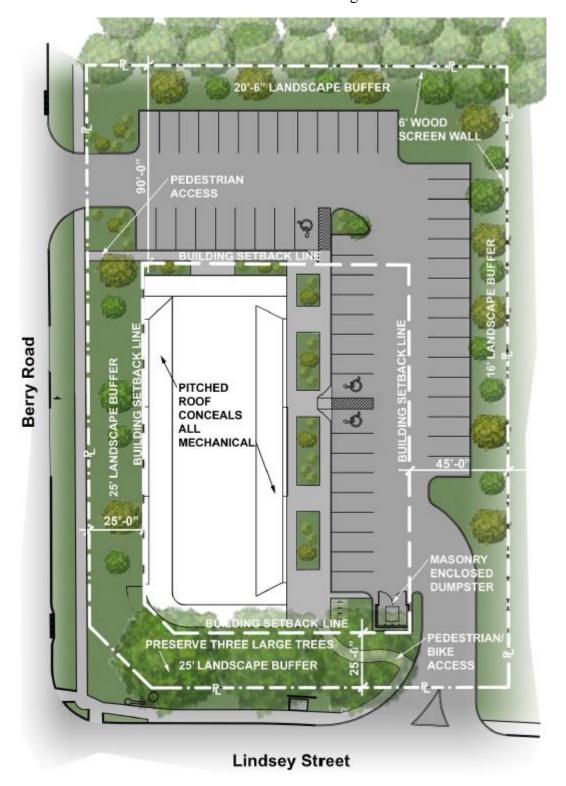


EXHIBIT B

Allowable Uses

Commercial Uses:

(for purposes of familiarity, this list is based on the City of Norman's C-1, Local Commercial District. In the event of any ambiguity or conflict between the City of Norman's C-1, Local Commercial District Ordinance and this list, this list shall control)

- Antique shop.
- Appliance Store.
- Art Gallery.
- Artist materials supply or studio.
- Assembly Halls of non-profit corporations.
- Automobile parking lots.
- Baby store.
- Bakery goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child care establishment.
- Churches.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning Pick-up Station.
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leathergoods shop.
- Libraries.
- Medical Marijuana Dispensary, as allowed by state law.

- Museums.
- Music Conservatories.
- Messenger or telegraph service.
- Office business.
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television, mobile phones or electronics sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail spirits store.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor Shop.
- Trade schools and schools for vocational training; or educational services such as tutoring.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

EXHIBIT C

OPEN SPACE DIAGRAM





Open Space Diagram

EXHIBIT DSTORMWATER ENHANCEMENT DIAGRAM





File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Heather Poole, Assistant City Attorney

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

POSTPONEMENT OF ORDINANCE O-2122-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND

PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City of Norman is receiving numerous forms and documents that have been signed and the document scanned rather than receiving a document with an original "wet" signature. The benefits of electronic signatures are simple and numerous: they cut down on the paper, time, and cost associated with transmitting and approving physical documents, and they can offer an easily accessible audit trail of when documents were modified and when they were signed. The Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C., Section 7001 et seq. was signed into law in June 2000 and many states, including Oklahoma, passed similar laws based on the federal legislation.

DISCUSSION:

Oklahoma's Uniform Electronic Transactions Act, Title 12A O.S. Art. 15, also enacted in 2000, covers all electronic records and electronic signatures relating to a transaction. This Act only applies to transactions related to business, commercial (including consumer) and governmental matters. Electronic signatures cannot be accepted for wills, codicils or testamentary trusts, items covered by the consumer protection laws of Oklahoma, and transactions covered by the Uniform Commercial Code except those relating to leases, contracts, sales of goods and other areas covered under Title 12 A O.S. Articles 2 and 2A.

This Act applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored. Title 12A O.S. §15-104. This Act applies only to transactions between parties each of which has agreed to conduct transactions by electronic means. 12A

O.S. §15-105 (b). A party that agrees to conduct a transaction by electronic means may refuse to conduct other transactions by electronic means.

An "electronic signature" is defined as: "an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record." 12A O.S. § 15-102(10).

Other Oklahoma Statutes have already adopted the explicit acceptance of electronic signatures. 11 O.S. §28-113.1(B) covers municipal courts of record and specifically states that "As used in this section, the term 'signature' shall include a digital or electronic signature, as defined in Section 15-102 of Title 12A of the Oklahoma Statutes." The exact same language is found in 22 O.S. §1115.1A(H) which covers State and Municipal Traffic Bail Bond Procedures.

In addition, the Oklahoma adoption of the Uniform Electronic Transactions Act states: "(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form. (b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation. (c) If a law requires a record to be in writing, an electronic record satisfies the law. (d) If a law requires a signature, an electronic signature satisfies the law." 12A O.S. §15-107.

Finally, 12A O.S. §15-117 allows "each government agency of this state, in cooperation with the Archives and Records Commission, to determine whether, and the extent to which, it will create and retain electronic records." 12 A O.S. §15-118 specifies that "each governmental agency of this state shall determine whether, and the extent to which, it will send and accept electronic records and signatures to and from other persons and otherwise create, generate, communicate, store, processes, use, and rely upon electronic records and signatures." Municipalities are included under the definition of "government agency". 12A O.S. §15-102

12A O.S. §15-111 states that "[I]f a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts.... Is attached to or logically associated with the signature or record." This allows documents that require a notary acknowledgment to also be received electronically.

Transactions that cannot be conducted by electronic signature (wills, trusts, etc.) are not conducted by municipalities and thus do not have to be specifically excluded from the City's ordinance.

RECOMMENDATION:

Staff recommends approval of Ordinance O-2122-26 adding Article VI to Chapter 2 of the Code of the City of Norman to allow the use of consensual, authorized electronic signature and electronic records that comply with the requirements of the Oklahoma Uniform Electronic Transaction Act and City policy in City transactions and communications, and providing for the severability thereof.

Ordinance O-2122-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Article VI of Chapter 2 of the Code of Ordinances of the City of Norman shall be added to read as follows:

Sec. 6-101. Definitions.

Unless otherwise stated in this article, the terms defined in the Oklahoma Uniform Electronic Transactions Act ("OUETA") (12A O.S., Section 15-101 et seq.) apply.

Sec. 6-102. Scope.

- (a) The City of Norman may utilize and accept all electronic signatures ("e-signatures") and electronic records ("e-records") that comply with the requirements of the OUETA, City of Norman administrative policies and procedures, and other applicable state and federal laws.
- (b) The use of e-signatures and e-records is acceptable for:
 - (1) Any transaction or communication with the City of Norman where both parties have agreed to conduct the transaction or communication electronically;
 - (2) Any City of Norman policies, laws, regulations, and rules that require a signature or written record;
 - (3) Any other situation where the OUETA, City of Norman's administrative policies and procedures, and other applicable state and federal law allow the use of esignatures and e-records.

Sec. 6-103. Purpose

This section is intended to enable the City of Norman to use e-signatures and e-records to the fullest extent allowed by law and the City of Norman's administrative policies and procedures.

Ordinance No. O-2122-26 Page 2 of 3

Sec. 6-104. Limitations.

- (a) Use of e-signatures and e-records must be consistent with the City of Norman's administrative policies and procedures, which may be designated and amended at any time by the City Manager or the City Manager's designee.
- (b) Use of e-signatures and e-records by the City of Norman or its agents that is not consistent with this section and City of Norman's administrative policies and procedures will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.
- (c) Authority to sign or execute contracts, records, or other documents via e-signature may be delegated by the City Manager and other city department heads to designated city staff members. Delegation of e-signature authority must be memorialized in writing, including, but not limited to, memorandum, city form, e-mail, or a delegation process recorded within e-signature software.
- (d) Any unauthorized electronic signing of any contract, record, or other document, will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.
- § 2. 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	NOT ADOPTED this _	day
of	, 2021.	of	, 2021
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			

Electronic Signature Ordinance

City Council

November 30, 2021



Background

- Federal Electronic Signatures in Global and National Commerce Act (E-Sign Act) – June 2000
- Oklahoma Uniform Electronic Transactions Act November 2000



Norman Policy

- Requires "wet" signatures for contracts,
 MOU, other agreements with City
- Most such documents also require an attestation or notarization of signature
- Insures individual with authority is signing



State Statute

- Requires both parties using electronic signatures agree to conduct transactions electronically
- State does not require authentication measures for electronic signatures



Authentication

 Authentication measures include requiring sign in measures, passwords to access document, other means to limit access to document to the individual authorized to sign



Enforcement

• State statute also denies the ability to refuse to accept the legal effect or enforceability of a signature or contract solely because it is in electronic form.



Demand for Electronic Signatures

- State statute allows each government agency (includes municipalities) to determine whether it will accept electronic signatures
- Cities and public entities (University of Oklahoma included) are conducting business with electronic signatures
- Becoming harder to track down the "wet"
 signatures required by City



Proposed Ordinance

- Codifies the ability of the City to start accepting electronic signatures and electronic records in certain situations
- transactions and communications where both parties have consented,
 - City of Norman rules requiring a signature or written record,
 - As otherwise allowed by state and federal law.
- City of Norman will continue to require notarization (attestation) of documents to insure validity
- Other authentication measures not being implemented
- Identities of signatories clear after negotiations and presentation of documents related to projects, contracts being signed

QUESTIONS?

NormanOK.gov



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Ordinance O-2122-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. THAT Article VI of Chapter 2 of the Code of Ordinances of the City of Norman shall be added to read as follows:

Sec. 6-101. Definitions.

<u>Unless otherwise stated in this article, the terms defined in the Oklahoma Uniform Electronic Transactions Act ("OUETA") (12A O.S., Section 15-101 et seq.) apply.</u>

Sec. 6-102. Scope.

- (a) The City of Norman may utilize and accept all electronic signatures ("e-signatures") and electronic records ("e-records") that comply with the requirements of the OUETA, City of Norman administrative policies and procedures, and other applicable state and federal laws.
- (b) The use of e-signatures and e-records is acceptable for:
 - (1) <u>Any transaction or communication with the City of Norman where both parties</u> have agreed to conduct the transaction or communication electronically;
 - (2) Any City of Norman policies, laws, regulations, and rules that require a signature or written record;
 - (3) Any other situation where the OUETA, City of Norman's administrative policies and procedures, and other applicable state and federal law allow the use of esignatures and e-records.

Sec. 6-103. Purpose

This section is intended to enable the City of Norman to use e-signatures and e-records to the fullest extent allowed by law and the City of Norman's administrative policies and procedures.

Sec. 6-104. Limitations.

- (a) <u>Use of e-signatures and e-records must be consistent with the City of Norman's administrative policies and procedures, which may be designated and amended at any time by the City Manager or the City Manager's designee.</u>
- (b) <u>Use of e-signatures and e-records by the City of Norman or its agents that is not consistent with this section and City of Norman's administrative policies and procedures will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.</u>
- (c) Authority to sign or execute contracts, records, or other documents via e-signature may be delegated by the City Manager and other city department heads to designated city staff members. Delegation of e-signature authority must be memorialized in writing, including, but not limited to, memorandum, city form, e-mail, or a delegation process recorded within e-signature software.
- (d) Any unauthorized electronic signing of any contract, record, or other document, will render such contract, record, or other document invalid as not fully and properly executed by the City of Norman.
- § 2. 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	NOT ADOPTED thi	is day
of	, 2021.	of	, 2021.
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			



⊜Oklahoma Statutes Citationized **⊜**Title 12A. Uniform Commercial Code

Article 15 - Uniform Electronic Transactions Act

Section 15-101 - Short Title

Cite	as:	O.S.	§,	_	_
------	-----	------	----	---	---

This act shall be known and may be cited as the "Uniform Electronic Transactions Act".

Historical Data

Laws 2000, SB 1598, c. 372, § 1, eff. November 1, 2000.

U.S. Code Title 15 CHAPTER 96 SUBCHAPTER I § 7001

15 U.S. Code § 7001 - General rule of validity

(a)In general

Notwithstanding any statute, regulation, or other rule of law (other than this subchapter and subchapter II), with respect to any transaction in or affecting interstate or foreign commerce—

- (1)a signature, contract, or other record relating to such transaction may not be denied legal effect, validity, or enforceability solely because it is in electronic form; and
- (2)a contract relating to such transaction may not be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- (b)Preservation of rights and obligations

This subchapter does not—

- (1)limit, alter, or otherwise affect any requirement imposed by a statute, regulation, or rule of law relating to the rights and obligations of persons under such statute, regulation, or rule of law other than a requirement that contracts or other records be written, signed, or in nonelectronic form; or
- (2) require any person to agree to use or accept electronic records or electronic signatures, other than a governmental agency with respect to a record other than a contract to which it is a party.
- (c)Consumer disclosures
- (1)Consent to electronic records

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a consumer in writing, the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing if—

- (A)the consumer has affirmatively consented to such use and has not withdrawn such consent;
- (B) the consumer, prior to consenting, is provided with a clear and conspicuous statement—
- (i)informing the consumer of (I) any right or option of the consumer to have the record provided or made available on paper or in nonelectronic form, and (II) the right of the consumer to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;
- (ii)informing the consumer of whether the consent applies (I) only to the particular transaction which gave rise to the obligation to provide the record, or (II) to identified categories of records that may be provided or made available during the course of the parties' relationship;
- (iii)describing the procedures the consumer must use to withdraw consent as provided in clause (i) and to update information needed to contact the consumer electronically; and

(iv)informing the consumer (I) how, after the consent, the consumer may, upon request, obtain a paper copy of an electronic record, and (II) whether any fee will be charged for such copy;

(C)the consumer—

- (i)prior to consenting, is provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and
- (ii)consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent; and
- (D)after the consent of a consumer in accordance with subparagraph (A), if a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that the consumer will not be able to access or retain a subsequent electronic record that was the subject of the consent, the person providing the electronic record—
- (i)provides the consumer with a statement of (I) the revised hardware and software requirements for access to and retention of the electronic records, and (II) the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed under subparagraph (B)(i); and
- (ii)again complies with subparagraph (C).
- (2)Other rights
- (A)Preservation of consumer protections

Nothing in this subchapter affects the content or timing of any disclosure or other record required to be provided or made available to any consumer under any statute, regulation, or other rule of law.

(B) Verification or acknowledgment

If a law that was enacted prior to this chapter expressly requires a record to be provided or made available by a specified method that requires verification or acknowledgment of receipt, the record may be provided or made available electronically only if the method used provides verification or acknowledgment of receipt (whichever is required).

(3) Effect of failure to obtain electronic consent or confirmation of consent

The legal effectiveness, validity, or enforceability of any contract executed by a consumer shall not be denied solely because of the failure to obtain electronic consent or confirmation of consent by that consumer in accordance with paragraph (1)(C)(ii).

(4)Prospective effect

Withdrawal of consent by a consumer shall not affect the legal effectiveness, validity, or enforceability of electronic records provided or made available to that consumer in accordance with paragraph (1) prior to implementation of the consumer's withdrawal of consent. A consumer's withdrawal of consent shall be effective within a reasonable period of time after receipt of the withdrawal by the provider of

the record. Failure to comply with paragraph (1)(D) may, at the election of the consumer, be treated as a withdrawal of consent for purposes of this paragraph.

(5)Prior consent

This subsection does not apply to any records that are provided or made available to a consumer who has consented prior to the effective date of this subchapter to receive such records in electronic form as permitted by any statute, regulation, or other rule of law.

(6)Oral communications

An oral communication or a recording of an oral communication shall not qualify as an electronic record for purposes of this subsection except as otherwise provided under applicable law.

- (d)Retention of contracts and records
- (1)Accuracy and accessibility

If a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be retained, that requirement is met by retaining an electronic record of the information in the contract or other record that—

- (A)accurately reflects the information set forth in the contract or other record; and
- (B) remains accessible to all persons who are entitled to access by statute, regulation, or rule of law, for the period required by such statute, regulation, or rule of law, in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

(2)Exception

A requirement to retain a contract or other record in accordance with paragraph (1) does not apply to any information whose sole purpose is to enable the contract or other record to be sent, communicated, or received.

(3)Originals

If a statute, regulation, or other rule of law requires a contract or other record relating to a transaction in or affecting interstate or foreign commerce to be provided, available, or retained in its original form, or provides consequences if the contract or other record is not provided, available, or retained in its original form, that statute, regulation, or rule of law is satisfied by an electronic record that complies with paragraph (1).

(4)Checks

If a statute, regulation, or other rule of law requires the retention of a check, that requirement is satisfied by retention of an electronic record of the information on the front and back of the check in accordance with paragraph (1).

(e)Accuracy and ability to retain contracts and other records

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be in writing, the

legal effect, validity, or enforceability of an electronic record of such contract or other record may be denied if such electronic record is not in a form that is capable of being retained and accurately reproduced for later reference by all parties or persons who are entitled to retain the contract or other record.

(f)Proximity

Nothing in this subchapter affects the proximity required by any statute, regulation, or other rule of law with respect to any warning, notice, disclosure, or other record required to be posted, displayed, or publicly affixed.

(g)Notarization and acknowledgment

If a statute, regulation, or other rule of law requires a signature or record relating to a transaction in or affecting interstate or foreign commerce to be notarized, acknowledged, verified, or made under oath, that requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable statute, regulation, or rule of law, is attached to or logically associated with the signature or record.

(h)Electronic agents

A contract or other record relating to a transaction in or affecting interstate or foreign commerce may not be denied legal effect, validity, or enforceability solely because its formation, creation, or delivery involved the action of one or more electronic agents so long as the action of any such electronic agent is legally attributable to the person to be bound.

(i)Insurance

It is the specific intent of the Congress that this subchapter and subchapter II apply to the business of insurance.

(i)Insurance agents and brokers

An insurance agent or broker acting under the direction of a party that enters into a contract by means of an electronic record or electronic signature may not be held liable for any deficiency in the electronic procedures agreed to by the parties under that contract if—

- (1) the agent or broker has not engaged in negligent, reckless, or intentional tortious conduct;
- (2) the agent or broker was not involved in the development or establishment of such electronic procedures; and
- (3) the agent or broker did not deviate from such procedures.

(Pub. L. 106–229, title I, § 101, June 30, 2000, 114 Stat. 464.)