



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, October 08, 2024 at 6:30 PM

AMENDED AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please call 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

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER AS CYBERSECURITY AWARENESS MONTH IN THE CITY OF NORMAN.

AWARDS AND PRESENTATIONS

2. PRESENTATION OF A MEDAL OF VALOR TO SERGEANT DAVID STEVENSON.

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 3 through Item 18 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF APRIL 25, 2024 AND MAY 23, 2024. CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF JANUARY 9, 2023 AND SEPTEMBER 5, 2024. CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 30, 2022, AUGUST 22, 2023, DECEMBER 5, 2023 AND SEPTEMBER 17, 2024. CITY COUNCIL CONFERENCE MEETING MINUTES OF FEBRUARY 8, 2022 AND AUGUST 23, 2022. CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 25, 2023 AND SEPTEMBER 12, 2023.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)

Donation

5. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION VALUED AT \$7,800 FROM DENVER CEMETERY ASSOCIATION FOR FILL MATERIAL TO BE USED BY THE PUBLIC WORKS DIVISION.
6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$36,125.49 FROM THE ESTATE OF SANDRA "SANDY" DIANNE MCPHERSON TO BE DEPOSITED TO THE NORMAN ANIMAL WELFARE CENTER AS OUTLINED IN THE STAFF REPORT.

Contracts

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT K-2021-97: BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY, FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT AS OUTLINED IN THE STAFF REPORT.
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-39: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF \$171,645 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 3 ON 24th AVENUE WEST, 12th AVENUE EAST, TECUMSEH ROAD, AND A PORTION OF CLASSEN BOULEVARD AND AWARDED MAINTENANCE BOND MB-2425-16, PERFORMANCE BOND B-2425-19, STATUTORY BOND B-2425-20 AND RESOLUTION R-2425-44, GRANTING TAX EXEMPT STATUS TO G&S SIGN SERVICES, L.L.C.
9. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-56: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6951(004)AG, STATE JOB 36951(04), TO INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW WITH BART CONNER DRIVE, RESOLUTION R-2425-45, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DIRECTV, L.L.C, FOR THE PROVISION OF INTERNET PROTOCOL ENABLED VIDEO SERVICES AND THE PAYMENT OF A PROVIDER FEE TO THE CITY FOR A PERIOD OF FIVE YEARS.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.

Resolutions

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING THAT \$73,985.80 BE APPROPRIATED FROM THE REIMBURSEMENTS-REFUNDS ACCOUNT TO THE CAPITAL STRIPING ACCOUNT FOR ADDITIONAL STREET STRIPING PROJECTS.
13. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PATHWAYS TO REMOVING OBSTACLES TO HOUSING GRANT PROGRAM FOR FUNDING TO UPDATE THE ZONING CODE AND SUBDIVISION REGULATIONS, CREATION OF A NEIGHBORHOOD PATTERN BOOK AND ASSOCIATED PRE-APPROVED PLANS, A PARKING STUDY, AND CREATION OF AN AFFORDABLE HOUSING ACTION PLAN; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR LOCAL LEVERAGE (\$200,000) IF SUCH GRANT IS AWARDED AND PROJECTS APPROVED.
14. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY PROJECT FUNDING FROM CONGRESSIONALLY-DIRECTED SPENDING IN THE AMOUNT OF \$5,000,000 AS ADMINISTERED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR USE ON WASTEWATER RECLAMATION FACILITY PROJECTS TO BE COMPLETED BY THE UTILITIES DEPARTMENT AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-36: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS, APPROPRIATE WASTEWATER RECLAMATION FUND BALANCE AND REDUCE SEWER EXCISE TAX FUND APPROPRIATIONS FOR CONTRACT K-2324-66 FOR THE NORMAN WASTEWATER RECLAMATION FACILITY DEWATERING CENTRIFUGE IMPROVEMENTS TO UTILIZE OKLAHOMA WATER RESOURCES BOARD CLEAN WATER STATE REVOLVING FUND LOAN PROCEEDS.
16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-37: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS AND REDUCE WASTEWATER RECLAMATION FUND APPROPRIATIONS ASSOCIATED WITH CONTRACT K-2324-172 FOR WRF AERATION BLOWER REPLACEMENT TO UTILIZE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY COMMUNITY GRANT FUND PROCEEDS.

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2425-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.

NON-CONSENT ITEMS

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2425-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER AS CYBERSECURITY AWARENESS MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER AS CYBERSECURITY AWARENESS MONTH IN THE CITY OF NORMAN.

Proclamation

P-2425-7

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER, 2024 AS CYBERSECURITY AWARENESS MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, October is recognized as National Cybersecurity Awareness Month, a time to promote awareness of the importance of cybersecurity and to empower individuals and organizations to protect themselves against cyber threats; and
- § 2. WHEREAS, in our increasingly digital world, the safety and security of our personal and community information is paramount; and
- § 3. WHEREAS; the City of Norman is committed to safeguarding the privacy and security of our residents, businesses, and government systems; and
- § 4. WHEREAS, educating our community about the risks of cyber threats, including phishing, ransomware, and data breaches, is essential for fostering a safer digital environment; and
- § 5. WHEREAS, we recognize the importance of collaboration among government, industry, and individuals in defending against cyber-attacks and promoting best practices in cybersecurity; and
- § 6. WHEREAS, this month serves as a reminder to everyone to take proactive steps to protect their personal information and to stay informed about the latest cybersecurity trends and resources.

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

- § 7. Do hereby proclaim October 2024 as Cybersecurity Awareness Month in City of Norman, Oklahoma. I urge all residents and businesses to educate themselves about cybersecurity best practices and to take action to secure their digital lives.

PASSED AND APPROVED this 8th day of October, 2024.

Mayor (Larry Heikkila)

ATTEST:

City Clerk



File Attachments for Item:

2. PRESENTATION OF A MEDAL OF VALOR TO SERGEANT DAVID STEVENSON.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Russ Landon, OACP 3rd Vice President and The Village Chief of Police

ITEM TITLE: PRESENTATION OF A MEDAL OF VALOR TO SERGEANT DAVID STEVENSON.

BACKGROUND:

Norman Sgt. David Stevenson shows an unwavering work ethic, outstanding attitude, and is the partner that we all wish we could be each and every day.

On October 4th 2023, Sgt Stevenson was partnered with a Cleveland County Deputy working on the District 21 Drug and Violent Crimes Task Force. The Cleveland Co Deputy attempted to stop a vehicle for a violation and was led on a pursuit which ended with the Deputy being shot in the neck. Once Sgt. Stevenson arrived on scene, he located the deputy who was bleeding profusely. He began rendering aid while calling for medical assistance. While this was going on, there was a female subject who was a passenger in the vehicle who was trying to intervene in Sgt. Stevenson rendering aid to his partner, while on the phone requesting medical assistance. He remained calm throughout the event and due to his actions, the Oklahoma Association of Chiefs of Police is honored to present Sgt. David Stevenson with a **Medal of Valor**.

RECOMMENDATION:

The OACP 3rd Vice President and The Village Chief of Police, Russ Landon will recognize Sergeant David Stevenson for his act of exceptional bravery with imminent risk of serious bodily injury while demonstrating exceptional courage in an extremely dangerous situation.

File Attachments for Item:

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

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CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MEETING MINUTES OF APRIL 25, 2024 AND MAY 23, 2024. CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF JANUARY 9, 2023 AND SEPTEMBER 5, 2024. CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 30, 2022, AUGUST 22, 2023, DECEMBER 5, 2023 AND SEPTEMBER 17, 2024. CITY COUNCIL CONFERENCE MEETING MINUTES OF FEBRUARY 8, 2022 AND AUGUST 23, 2022. CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 25, 2023 AND SEPTEMBER 12, 2023.



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, February 08, 2022 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Council Chambers of the Norman Municipal Building on the 8th day of February, 2022, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Breea Clark
Councilmember Ward 1 Brandy 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

AGENDA ITEMS

1. DISCUSSION REGARDING THE JAMES GARNER BOULEVARD PROJECT BRIDGE AESTHETICS - PUBLIC ART.

Mr. Scott Sturtz, City Engineer, provided an overview of the James Garner Boulevard Project including the bridge aesthetics/public art. He said James Garner Boulevard will be an uninterrupted corridor into downtown Norman from Flood Avenue. It will be a two lane divided street with a new bridge at Robinson Street. There will be a multi-lane roundabout at the Flood Avenue intersection. The project will also realign and extend Legacy Trail to improve pedestrian and bicyclist safety. He said it will also relieve traffic congestion within nearby neighborhoods and on both Flood Avenue and Porter Avenue.

The portion of the project from Acres Street north to Flood Avenue is Phase II. The project was awarded federal funds for FYE 2022 and design is 95% complete. The right-of-way portion should be finalized by mid-February. Utility relocations are currently underway. The National Environmental Policy Act (NEPA) environmental investigations are nearing completion by the Oklahoma Department of Transportation (ODOT). Construction is scheduled to begin this summer.

Item 1, continued

Mr. Sturtz said we have the opportunity to create an iconic entryway into downtown at the roundabout intersection at Flood Avenue to include public art in the roundabout and streetscape and landscaping along James Garner Boulevard in both the median and along Legacy Trail.

There will be black wrought iron fence along James Garner Boulevard and with signage on the overpass at Robinson Street depicting Legacy Trail, the street name, a custom Pontiac Firebird emblem, as seen on the famous 'Rockford Files' television program, on the center bridge beam with the word Norman below it and the final piece will be James Garner's signature on the bridge structure. All pieces will be LED back lit.

The estimated cost for the bridge aesthetics is \$215,500 and \$200,000 for the public art in the roundabout for a total of \$415,500. There was Council consensus to move forward with the bridge aesthetics and work with the Norman Arts Council for the public art in the roundabout.

ADJOURNMENT

The meeting was adjourned at 6:08 p.m.

 City Clerk

 Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, August 30, 2022 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 30th day of August, 2022, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Brandy Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. DISCUSSION REGARDING WARMING SHELTER OPTIONS.

Mr. Anthony Purinton, Assistant City Attorney, provided the background on the history of shelters in Norman. He said the City has known since 2008 that there was an inadequate inventory of low-barrier emergency shelter space in Norman. He said from 2008-2015 there was sporadic funding through the Social and Voluntary Services Commission to help fund these services. Shelter services funded through that program include Salvation Army, approximately 20 person capacity with two family rooms; Transition House; and Women's Resource Center. In January 2015, the City provided \$20,000 to Food and Shelter (F&S) for hotel room vouchers as well as funding for to operate a winter warming shelter in their dining room. F&S stopped providing the warming shelter in 2019. The City of Norman started providing those services, meant to be on a temporary emergency basis. The City contracted to rent a facility on Comanche and in 2022, the property owner gave notice to the City to vacate the property by June 30, 2022, due to the cancellation of insurance.

Mr. Purinton said, as a result, Staff began working on Request for Proposal (RFP-2122-85) seeking proposals from non-profit organizations for the operation of a low-barrier overnight shelter. The requested program elements include an overnight shelter with a preference to those who could provide services 24 hours a day seven days a week; target bed space was 20-30 men and 15-20 women; robust staffing for site supervision to prevent loitering; and the proposer was to find or provide an appropriate location, with

City assistance if necessary, to provide those services. The proposer could also partner with other agencies to provide the services.

Proposals were received from the Salvation Army and Food and Shelter and both asked for an additional four year commitment:

Salvation Army's proposal was year round operation from 4:30 p.m. to 8:00 a.m.; women and children only, capacity of 20; an evening meal provided; and expansion of their current case management services. However, the proposal does not increase their total bed space at their existing facility. The total cost is \$440,857.

Food and Shelter's proposal preliminarily identified the old CVS building at Main Street and Flood Avenue as the shelter location; however, that location is no longer available so they are working on other locations. It would be a year round operation from 5:00 p.m. to 7:00 a.m.; men only with a capacity of 50, but also willing to house women. F&S proposed two case managers on site from 5:00 p.m. to 8:00 p.m. as well as transportation services at 7:00 a.m. to the F&S campus on Reed Avenue.

Mr. Purinton highlighted a few things for Council to consider. One proposal does not expand total bed capacity, only transitions current capacity to low-barrier with women only at a cost of \$440,000. Splitting locations for men and women doubles the cost of overhead to operate both facilities. The City can not operate on a five year contract since funding will be from the General Fund and would have to be appropriated each year by Council through the budget process. The location identified by F&S might draw significant objection due to its proximity to residential and Norman High School. He said zoning requirements are also not something the City could waive via contract.

Mr. Purinton said Council could accept one or both or neither proposal. He said the scope of the RFP could be narrowed and returned to the proposers to attempt to address concerns during contract negotiations. He suggested awarding the contract on the basis of the proposer finding a location and successfully obtaining proper zoning for the subject property.

Councilmember Studley liked a year round operation to address extreme temperatures. She supported moving forward with F&S and was concerned about the criteria the Salvation Army currently operates under and said their proposal will not add any beds to what they are already providing. Councilmember Lynn was concerned about the cost for one year exceeding the previous two year's cost.

Councilmember Peacock asked if grant funding would still be available through Emergency Solutions Grants to cover most of the cost. Ms. Lisa Krieg, Grants Manager, said the funding the City received was Cares Act funding and would not get that moving forward. She said the Continuum of Care does receive an appropriation of Emergency Solutions Grants and it is approximately \$175,000 per year that is split between the Salvation Army, F&S and the Thunderbird Clubhouse. Using those funds would take monies from those agencies who participate in rapid rehousing opportunities. Councilmember Peacock was also concerned about the costs and wanted to explore other funding opportunities to cover the City's cost in the program.

Item 1, continued

Other members of Council agreed the cost is high, but it is a service that is needed in our community and Council has heard from the community that the City should partner with social service agencies who are better suited to provide the services.

Councilmember Holman asked for a breakdown of the costs proposed. Several felt like moving forward with F&S made the most sense since the Salvation Army proposal was not adding in capacity to address the current needs. Other questions for follow-up included who would own the property and where it would be located.

Councilmember Schueler felt the City should continue to negotiate the contract that is most cost effective to the City and the non-profit providing the services.

Councilmember Grant asked if the County might partner in a funding the solution since the Continuum of Care is for all of Cleveland County.

2. DISCUSSION REGARDING THE CITY ATTORNEY HIRING PROCESS.

Mr. Darrel Pyle, City Attorney, said the citizens of Norman voted to amend the City's Charter to have the City Attorney be an employee of the City Council. He asked for Council's guidance on how they would like to move that forward. Ms. Margaret Love has been the City's outside Counsel on employee related matters and Council could work her to development a job announcement to bring back for review. The direction of Council was to move forward with Ms. Love to develop the job description and supported the formal hiring of Ms. Kathryn Walker as their City Attorney. Terms of the contract would be coordinated with Council during Executive Session with Ms. Love.

3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH SHAZ INVESTMENT GROUP, L.L.C., VS. THE CITY OF NORMAN, CLEVELAND COUNTY COURT CASE CJ-2021-1044(K) AND HUNTER MILLER FAMILY VS. CITY OF NORMAN, CLEVELAND COUNTY COURT CASE CV-2022-683(K), AND AS AUTHORIZED UNDER TITLE 25 § 307(B)(3) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

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

The City Council adjourned into Executive Session at 6:50 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; Mr. Rick Knighton, Assistant City Attorney, were in attendance at the Executive Session.

Item 3, continued

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

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

The Executive Session was adjourned out of and the Special Session was reconvened at 7:28 p.m.

Pending litigation associated with Shaz Investment Group, L.L.C., vs. the City of Norman, and Hunter Miller Family vs. City of Norman and the possible purchase of real property located at 1210 West Robinson Street were discussed in Executive Session. No action was taken and no votes were cast.

ADJOURNMENT

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

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, August 23, 2022 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Conference in the Council Chambers of the Norman Municipal Building on the 23rd day of August, 2022, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
 Councilmember Ward 1 Brandy Studley
 Councilmember Ward 2 Lauren Schueler
 Councilmember Ward 3 Kelly Lynn
 Councilmember Ward 4 Helen Grant
 Councilmember Ward 5 Rarchar Tortorello
 Councilmember Ward 7 Stephen Holman
 Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 6 Elizabeth Foreman

AGENDA ITEMS

1. DISCUSSION WITH NORMAN ARTS COUNCIL REGARDING THE PUBLIC ART PROGRAM.

Ms. Erinn Gavaghan, Executive Director, Norman Arts Council (NAC), said the Norman Arts Council began collaborating with the City of Norman on the arts programs with the establishment of the Guest Room Tax on hotel stays in Norman. The tax has generated over \$4.2 million over the past 40 years.

In 2007, the Norman Public Art Board (PAB) was established by Council to work with NAC for the purchase of public art from designated monies received through the utility bills. PAB works to enhance Norman's image locally, regionally, and nationally by ensuring the creation of the highest quality art for display in our community's public places. Four members of the seven member Board are currently appointed by Council and the Director of Parks and Recreation and Parks Planner are ex officio members.

Ms. Gavaghan said NAC proposes PAB become a committee of the NAC, forming the Norman Public Arts Committee. Becoming a committee under NAC clearly defines legal standing; allows for more community involvement in public art; allows the committee to work more nimbly; merges like missions and expands the current definition of Public Art in Norman; and provides a full time

Item 1, continued

staff of expertise in public art administration, nonprofit administration, fundraising, and marketing.

Ms. Gavaghan said the NAC Board has already approved the transition. She said utility bill donations would continue to be administered exactly as they are now. NAC would operate under a contract with the City of Norman similar to the contract for Guest Room Tax and the NORMAN FORWARD 1% Art Program. She said all current members of the Committee would be allowed to remain and it could be expanded to others to participate.

Ms. Gavaghan said the first goals of the Public Art Committee would be to expand involvement in the committee; prepare a Public Art Strategic Plan; create a mural program; advocate for a percentage for art in NORMAN FORWARD II; and build an artist-initiated project process and funding mechanism in collaboration with the NAC's Programs and Grants Committees.

Councilmember supported the recommendations and an ordinance amendment and contract will be prepared to bring forward to Council for formal consideration.

ADJOURNMENT

The meeting was adjourned at 5:55 p.m.

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Monday, January 09, 2023 at 4:00 PM

MINUTES

The City Council Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 9th day of January, 2023, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Schueler called the meeting to order at 4:00 p.m.

PRESENT:

Councilmember Ward 2 Lauren Schueler (Acting Chair)
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello

ABSENT:

Councilmember Ward 8 Matthew Peacock

OTHERS PRESENT:

Mayor Larry Heikkila
Councilmember Ward 5 Stephen Holman
Mr. Anthony Francisco, Finance Director
Mr. Jason Olsen, Parks & Recreations Director
Ms. Kathryn Walker, City Attorney
Mr. Shawn O'Leary, Public Works Director
Ms. Jamie Meyer, Administrative Technician IV
Mr. Scott Martin, Norman Chamber of Commerce
Ms. Sara Kaplan, Business and Community Relations
Ms. Mindy Aynes, Municipal Accountant I

AGENDA ITEMS

1. PRESENTATION FROM DAN SCHEMM, VISIT NORMAN, REGARDING A PROPOSED INCREASE IN THE CITY'S GUEST TAX.

Chairman Schueler said due to illness item 1 will be removed from the agenda today and will be presented at Council Conference Meeting for full Council on January 24, 2023.

2. DISCUSSION REGARDING ADDITIONAL FUNDING FOR HOLIDAY LIGHTING.

Mr. Jason Olsen, Parks and Recreation Director, said downtown had a big boost when the Netflix lights came to Main Street and afterwards staff had a conversation with Councilmember Peacock about getting more lights downtown to increase the economic development and replicate that year after year. Staff has suggested doing a Holiday Light walking trail on Legacy Trail from Daws Street to Main Street and then divide that up into several segments. Additionally, have the City reach out to the Business community and see if they would be interested in purchasing holiday decorations and have signage letting people know that this segment was brought to you by xyz business. Once this is bought by the business then the business would donate it back to the City and the City would be responsible for picking it up and putting in back every year. Staff would prefer work be contracted due to a heavy work load already involved in putting up other holiday lights.

Councilmember Holman said he would like to see the City do more than what the City has historically done. Additionally, he would like for Staff to pursue something like this but something more unique to our area while enhancing what the City already does.

Councilmember Grant said she would like the City to connect with local artist to possibly get more unique displays and is curious how much would be paid to the contractors putting up the displays.

Mr. Olsen said the City issued a contract for the contractor a not to exceed over \$10,000. The contractor quoted the City \$25,000 to put up the full Netflix lights and take them back down. If the businesses did a heavy buy in to this concept Staff thinks it would be more than \$10,000 to put up and take down. Staff estimates it will probably be \$25,000 to \$40,000 and some investment in decorations year to year in that price also.

Councilmember Grant said for that price range does Staff think it is doable.

Mr. Olsen said he would have to check into the numbers but does know that Yukon buys their own lights.

Mayor Heikkila is concerned about the cost and would like for the businesses to own the decorations and store them and the City just puts them up and takes them down for them.

Mr. Olsen said Legacy Trail would need some electrical upgrades to the outlets and believes it would be below \$10,000 to get it completely updated.

Mayor Heikkila asked if solar could be use instead of going off the grid.

Councilmember Schueler asked if businesses would get their name next to the sections year after year.

Mr. Olsen said it would be a pretty substantial investment any where from \$5,000 to \$7,000 and the contract would state the business would have it for the estimated life of the display.

Councilmember Grant said she would like to know economic impact information on the other cities in the area that are doing light displays.

Item 2 continued

Mr. Olsen said staff will get with Dan Schemm at Visit Norman to get the economic impact factors the other cities are seeing from the light displays.

Councilmember Holman would like for the City to combine the lighting project on Legacy Trail with updating the plugs.

Mr. Shawn O'Leary, Director of Public Works, said there has been some delays in the project so he will check on the possibility of combining the two.

Councilmember Schueler said this could grow over time. The City can start small and grow it every year and thinks the community would see it as a quality of life initiative.

ADJOURNMENT

Meeting Adjourned at 4:20 p.m.

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 25, 2023 at 6:30 PM

MINUTES

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, on the 25th day of July, 2023, at 6:30 p.m., and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 6:30 p.m.

ROLL CALL

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

PLEDGE OF ALLEGIANCE

Mayor Heikkila led the Pledge of Allegiance.

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
CITY COUNCIL SPECIAL MEETING MINUTES OF FEBRUARY 28, 2023
CITY COUNCIL CONFERENCE MEETING MINUTES OF APRIL 11, 2023
CITY COUNCIL STUDY SESSION MEETING MINUTES OF APRIL 18, 2023
CITY COUNCIL CONFERENCE MINUTES OF APRIL 25, 2023
CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 6, 2023

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Minutes were Approved.

COUNCIL ANNOUNCEMENTS

Councilmember Schueler reminded residents that she will not be at the meeting on August 8, 2023.

Councilmember Montoya thanked Staff for responding to constituents requests.

Councilmember Montoya wanted to send her condolences to the family of the shooting victim.

Councilmember Montoya thanks audience members and residents who were watching the meeting online.

Councilmember Grant spoke favorable about the recent Artwalk.

Councilmember Grant mentioned that she had been working on potentially scheduling a 988 Service Provider meeting as a way to educate others in the community.

Council Announcements, continued:

Councilmember Grant reminded residents about the temporary closure due to the construction on Porter Avenue and Eufaula Street.

Councilmember Holman reminded residents about the city is still accepting Youth Council applications.

Councilmember Holman spoke about his perspective on serving as a Councilmember and the commitment and dedication that is required.

Councilmember Peacock mentioned that Chuck E. Cheese will be having their grand re-opening this weekend.

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 28 be placed on the consent docket.

Motion to Place Items 2 through 28 on the Consent Docket was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items 2 through 28 were Placed on the Consent Docket.

Motion to Approve Items 2 through 28 on the Consent Docket was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items 2 through 28 were Approved on the Consent Docket.

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-31 UPON FIRST READING BY TITLE: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2223-31 was Adopted Upon First Reading by Title.

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-45 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT EIGHT (8), BLOCK ONE (1), OF ADBAR #2 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1001 N. University Boulevard)

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2223-45 was Adopted Upon First Reading by Title.

- 4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2223-47 UPON FIRST READING BY TITLE: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2223-47 was Adopted Upon First Reading by Title

- 5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 10th DAY OF OCTOBER, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING BRIDGES IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; AND DECLARING AN EMERGENCY.

Item 5, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2324-5 was Adopted Upon First Reading by Title.

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2023, AND DIRECTING THE FILING THEREOF.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Receipt of the Finance Director's Investment Report as of June 30, 2023, was Acknowledged.

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JUNE, 2023.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Receipt of the Monthly Departmental Reports for the month of June, 2023 was Acknowledged.

- 8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER’S CONTRACT AND CHANGE ORDER REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Receipt of the City Manager’s Contract and Change Order Report was Acknowledged.

- 9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2024 DUES ASSESSMENT IN THE AMOUNT OF \$79,182 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Payment of Dues Assessment in the Amount of \$79,182 to the Association of Central Oklahoma Governments was Approved.

- 10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-81: SUBMITTED BY BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1975 PER POUND FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FOR THE WATER TREATMENT FACILITY.

Item 10, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid B-2223-81 was Awarded.

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2324-2: FOR LOT 6, BLOCK 4, LAS COLINAS ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4410 ESCALON DRIVE)

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Consent to Encroach E-2324-2 was Approved and the filing thereof with the Cleveland County Clerk was directed.

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-118: BY AND BETWEEN THE CITY OF NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF \$55,714 FOR AN EMERGENCY REPAIR TO A COLLAPSED SANITARY SEWER MAIN AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

Item 12, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Change Order One to Contract K-2223-118 was Approved.

13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-75 AND CONTRACT K-2324-2 IN THE AMOUNT OF \$330,885.50 and CO #1 IN THE AMOUNT OF \$7,802 FOR A TOTAL AMOUNT OF \$338,687.50 BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC.. FOR THE FYE 2024 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2324-3; STATUTORY BOND B-2324-4; MAINTENANCE BOND MB-2324-2; RESOLUTION R-2324-2 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFER.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid B-2223-75 was Accepted and; Contract K-2324-2; Resolution R-2324-2; Associated Bonds and Budget Transfer were Adopted and Approved.

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-4, CONTRACT K-2324-4; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY IN THE AMOUNT OF \$478,290.75, PERFORMANCE BOND B-2324-5, STATUTORY BOND B-2324-6, AND MAINTENANCE BOND MB-2324-3 FOR THE FYE 2024 BRIDGE MAINTENANCE PROGRAM, AND RESOLUTION R-2324-5 GRANTING TAX-EXEMPT STATUS.

Item 14, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid B-2324-4 was Accepted and; Contract K-2324-4; Resolution R-2324-5; Associated Bonds were Adopted and Approved.

15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-1 AND CONTRACT K-2324-6; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,340,825 FOR THE URBAN CONCRETE PAVEMENT - FYE 2024 LOCATIONS, BID 1 PROJECT; PERFORMANCE BOND B-2324-3; STATUTORY BOND B-2324-4; MAINTENANCE BOND MB-2324-2; AND RESOLUTION R-2324-7 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid 2324-1 was Accepted; Contract K-2324-6; Resolution R-2324-7; and Associated Bonds and Budget Appropriation were Adopted and Approved.

16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-2 AND CONTRACT K-2324-7; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, LLC IN THE AMOUNT OF \$1,337,100 FOR THE URBAN CONCRETE PAVEMENT - FYE 2024 LOCATIONS, BID 2 PROJECT; PERFORMANCE BOND B-2324-11; STATUTORY BOND B-2324-12; MAINTENANCE BOND MB-2324-6; AND RESOLUTION R-2324-8 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT

Item 16, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid B-2324-4 was Accepted and; Contract K-2324-7; Resolution R-2324-8; Associated Bonds and Budget Appropriation were Adopted and Approved.

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-3 AND CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$328,531.58 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT, PERFORMANCE BOND B-2324-13; STATUTORY BOND B2324-13; MAINTENANCE BOND MB-2324-7, AND RESOLUTION R-2324-9 GRANTING TAX-EXEMPT STATUS

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Bid B-2324-3 was Accepted and; Contract K-2324-8; Resolution R-2324-9; Associated Bonds and Budget Transfer were Adopted and Approved.

18. CONSIDERATION OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$18,375 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2324-28 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Item 18, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Grant was Accepted and Contract K-2324-28 was Approved.

19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-29: A RIGHT OF WAY LICENSE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND S&S NOODLE AND TAPAS BAR, LLC. AS LICENSEE, ALLOWING THE LICENSEE TO MAINTAIN AND UTILIZE CERTAIN IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY FOR A LIMITED PERIOD OF TIME.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Contract K-2324-29 was Approved.

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-41: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE FIREHOUSE ART CENTER, INC. IN THE AMOUNT OF \$120,000 TO ASSIST WITH THE OPERATION OF THE CENTER.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Contract K-2324-41 was Approved.

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Contract K-2324-43 was Approved.

22. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. FOR AN AMOUNT AS MUCH AS \$2,394,627 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES AND FOR BUDGET APPROPRIATIONS AND TRANSFERS AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Contract K-2324-46 was Approved.

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-49: A RIGHT OF WAY LICENSE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SYRUP, LLC. AS LICENSEE, ALLOWING THE LICENSEE TO MAINTAIN AND UTILIZE CERTAIN IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY FOR A LIMITED PERIOD OF TIME.

Item 23, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Contract K-2324-49 was Approved.

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$33,915.00 REGARDING MALIA JESSIE ADAMS (ROSS) VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2020-01069 Q.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Court Order was Approved.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF TRAFFIC SIGNAL INTERCONNECTION UPGRADE ON 12TH AVE NE, FROM ROCK CREEK ROAD TO TECUMSEH ROAD IN NORMAN.

Item 25, continued:

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-18 was Adopted.

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF TRAFFIC SIGNAL INTERCONNECTION UPGRADE ON TECUMSEH ROAD, FROM 12TH AVE. NW TO 12TH AVE NE IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-19 was Adopted.

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 27, continued:

Resolution R-2324-20 was Adopted.

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-21: REQUESTING ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – URBANIZED AREA (STBG-UZA) FUNDING FOR ENHANCEMENTS TO THE CITY'S PUBLIC TRANSIT FLEET.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-21 was Adopted.

NON-CONSENT ITEMS

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-39 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE WEST HALF OF LOT FIFTEEN (15) AND THE WEST SEVEN AND ONE-HALF FEET (7 1/2') OF THE EAST HALF OF LOT FIFTEEN (15), IN BLOCK ONE (1), LESS AND EXCEPT THE WEST FIFTEEN FEET (15') OF LOT FIFTEEN (15), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (485 COLLEGE AVE)

Motion to Approve Ordinance O-2223-39 Upon Second Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Item 29, continued:

Participants in Discussion:

1. Mr. Stephen Teel, applicant
2. Mr. Evan Dunn, Ward 7, proponent

Ordinance O-2223-39 was Approved Upon Second Reading.

Motion to Adopt Ordinance O-2223-39 Upon Final Reading was made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 7 Holman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2223-39 was Adopted Upon Final Reading.

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-46 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF 48TH AVENUE N.W. AND WEST FRANKLIN ROAD)

Motion to Adopt Ordinance O-2223-46 Upon Second Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in Discussion:

1. Ms. Amanda Carpenter, Attorney, applicant representative
2. Mr. Evan Dunn, Ward 7, made comments

Ordinance O-2223-46 was Adopted Upon Second Reading.

Item 30, continued:

Motion to Adopt Ordinance O-2223-46 Upon Final Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2223-46 was Adopted Upon Final Reading.

MISCELLANEOUS COMMENTS

Ms. Dianna Hutzel, Ward 5, spoke about crime statistics in Norman.

Ms. Becky Bendure, Ward 2, spoke about the importance of the safety of children in Norman against the unhoused population.

Ms. Diane Wheeler, Ward 8, spoke about the crime statistics on the Norman Police Departments website.

Mr. Brock Trotter, Ward 4, stated he no longer feels safe due to the unhoused population and crime in his neighborhood.

Ms. Robin Strader, Ward 5, spoke about the drainage issues on her property.

Ms. Karlinda Gravel, Ward 4, spoke about the process of how to make a report with the Norman Police Department regarding the unhoused population or someone having a mental crisis.

Ms. Chelsey Gravel, Ward 4, spoke about unpleasant experiences at the Artwalk and issues at Sprouts.

Mr. Evan Dunn, Ward 7, spoke about permaculture, cancer risks and sleep studies.

Miscellaneous Comments, continued:

Ms. Mary Francis, Ward 7, spoke about the potential teamsters strike.

ADJOURNMENT

The Meeting Adjourned at 7:34 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, August 22, 2023 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 22nd day of August, 2023, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION IN THE CASE OF THOMPSON VS. NORMAN REGIONAL HOSPITAL ET AL, CASE CIV-19-113 SLP.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The City Council adjourned into Executive Session at 5:33 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; Mr. Rick Knighton, Assistant City Attorney, were in attendance at the Executive Session.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Executive Session was adjourned out of and the Special Session was reconvened at 6:13 p.m.

Pending litigation regarding the Case of Thompson vs. Norman Regional Hospital et al, Case CIV-19-113 SLP, was discussed in Executive Session. No action was taken and no votes were cast.

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

City Clerk

Mayor



Item 3.

CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 12, 2023 at 6:30 PM

MINUTES

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, on the 12th day of September, 2023, at 6:30 p.m., and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

ROLL CALL

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 6 Elizabeth Foreman

PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Heikkila.

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
CITY COUNCIL STUDY SESSION MINUTES OF MARCH 7, 2023
CITY COUNCIL STUDY SESSION MINUTES OF APRIL 4, 2023
CITY COUNCIL STUDY SESSION MINUTES OF MAY 2, 2023
CITY COUNCIL CONFERENCE MINUTES OF MAY 9, 2023
CITY COUNCIL SPECIAL MEETING MINUTES OF MAY 16, 2023
CITY COUNCIL CONFERENCE MINUTES OF MAY 23, 2023
CITY COUNCIL FINANCE COMMITTEE MINUTES OF AUGUST 17, 2023

Item 1, continued

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The minutes were Approved.

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE CITY OF NORMAN AS A PURPLE HEART CITY.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

1. Mr. Larry Van Schuyver accepted the proclamation and thanked the Council.

Receipt of Proclamation P-2324-7 was Acknowledged.

3. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-8: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER 2023, AS SUICIDE PREVENTION AND RECOVERY MONTH IN THE CITY OF NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

1. Ms. Kay Holladay and Ms. Harrington accepted the proclamation and thanked the Council.

Receipt of Proclamation P-2324-8 was Acknowledged.

4. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/C
POSTPONEMENT OF PROCLAMATION P-2324-9: A PROCLAMATION OF THE
MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY,
SEPTEMBER 19, 2023 AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF
NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Ms. Mary Francis, League of Women Voters, accepted the proclamation and thanked the Council.

Receipt of Proclamation P-2324-9 was Acknowledged.

COUNCIL ANNOUNCEMENTS

Councilmember Peacock announced the Aviation Festival to be held September 23, 2023.

*

Councilmember Holman reminded everyone to vote on the upcoming Bridge Bond Election. He provided highlights from the Public Safety update at the Study Session on August 29, 2023. He also announced the monthly Council Community Planning and Transportation Committee meeting on September 28, 2023, and encouraged those interested to attend. Additionally, he recognized the upcoming ribbon cutting at Griffin Park.

*

Councilmember Grant recognized September as National Hispanic Heritage Month. She also said the stop signs on Jones Street at Acres Street had been removed and it is no longer a four-way stop.

*

Councilmember Montoya reminded Ward 3 constituents of the Fall Cleanup, which will begin on September 30, 2023. She also encouraged everyone to vote in the upcoming Bridge Bond election.

*

Councilmember Schueler announced National Voter Registration Day on September 19, 2023, and encouraged everyone to register. She said the September meeting of the Council Oversight Committee has been canceled. Additionally, she said the grand opening of the new Virtue Center will be held on September 14, 2023, at 10:00 a.m.

Councilmember Ball thanked the Cleveland County Sheriff's Office for helping with the School Resource Officers.

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 41 be placed on the consent docket.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 7 Holman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items 2 through 41 were placed on the Consent Docket.

- 5. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CITY OF NORMAN V. SUSANNE S. CORR, TRUSTEE OF THE SUSANNE S. CORR REVOCABLE TRUST DATED APRIL 14, 1998, ET AL., IN THE DISTRICT COURT OF CLEVELAND COUNTY, OKLAHOMA, CASE CJ-2023-706, IN THE AMOUNT OF \$15,000.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The settlement was Approved.

First Reading Ordinance

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTH OF EAST CEDAR LANE ROAD, EAST OF CLASSEN BOULEVARD, AND WEST OF 24TH AVENUE S.E.)

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2324-3 was Approved upon First Reading by Title.

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT TWO (2), IN BLOCK ONE (1), OF NORMAN BUSINESS PARK, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2501 TECHNOLOGY PLACE)

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2324-8 was Approved upon First Reading by Title.

- 8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY AUDITOR CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; DECLARING AN EMERGENCY AND PROVIDING FOR THE EFFECTIVE DATE FOR COMPENSATION TO BEGIN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Ordinance O-2324-15 was Approved upon First Reading by Title.

Reports/Communications

- 9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF RATIFICATION OF SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE DEVELOPMENT OVERSIGHT COMMITTEE FOR TIF DISTRICT NUMBER TWO ANNUAL REPORT FOR THE PERIOD JANUARY 1, 2022 TO JUNE 30, 2023.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Receipt of the report was Acknowledged.

- 10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Receipt of the report was Acknowledged.

Donation

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FROM THE ORTHOPAEDIC AND SPORTS MEDICINE CENTER OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND APPROVAL OF A BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The donation was Accepted and the budget appropriation was Approved.

Easement

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-10: A TEMPORARY DRIVEWAY EASEMENT DONATED BY ERIKA T. MILLER REVOCABLE TRUST FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Darrel Pyle, City Manager

The temporary easement was Accepted and the filing thereof was Directed.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-11: A TEMPORARY CONSTRUCTION EASEMENT AND DAMAGES IN THE AMOUNT OF \$12,240 TO ERIKA T. MILLER REVOCABLE TRUST FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Shawn O'Leary, Director of Public Works
- 2. Mr. Darrel Pyle, City Manager

The temporary easement was Accepted, the filing thereof was Directed, and payment was Authorized.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-12: A PERMANENT UTILITY EASEMENT IN THE AMOUNT OF \$135.00 TO BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Shawn O'Leary, Director of Public Works
- 2. Mr. Darrel Pyle, City Manager

The permanent easement was Accepted, the filing thereof was Directed, and payment was Authorized.

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-13: A TEMPORARY DRIVEWAY EASEMENT DONATED BY BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

- Participants in discussion
- 1. Mr. Shawn O'Leary, Director of Public Works
 - 2. Mr. Darrel Pyle, City Manager

The temporary easement was Accepted and the filing thereof was Directed.

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-14: A TEMPORARY CONSTRUCTION EASEMENT IN THE AMOUNT OF \$1,664.00 TO BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

- Participants in discussion
- 1. Mr. Shawn O'Leary, Director of Public Works
 - 2. Mr. Darrel Pyle, City Manager

The temporary easement was Accepted, the filing thereof was Directed, and payment was Authorized.

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-15: A PERMANENT UTILITY EASEMENT IN THE AMOUNT OF \$135.00 TO BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Shawn O'Leary, Director of Public Works
- 2. Mr. Darrel Pyle, City Manager

The permanent easement was Accepted, the filing thereof was Directed, and payment was Authorized.

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-16: A TEMPORARY DRIVEWAY EASEMENT DONATED BY BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Shawn O'Leary, Director of Public Works
- 2. Mr. Darrel Pyle, City Manager

The temporary easement was Accepted and the filing thereof was Directed.

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF EASEMENT E-2324-17: A TEMPORARY CONSTRUCTION EASEMENT IN THE AMOUNT OF \$1,560.00 TO BRADLEY KEITH GOODMAN FOR THE JENKINS AVENUE WIDENING 2019 BOND PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Shawn O'Leary, Director of Public Works
- 2. Mr. Darrel Pyle, City Manager

The permanent easement was Accepted, the filing thereof was Directed, and payment was Authorized.

Final Plat

20. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR THE VILLAGES (A PLANNED UNIT DEVELOPMENT). (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF IMHOFF ROAD AND OAKHURST AVENUE).

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The final site development plan and final plat were Approved.

21. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR ASHTON GROVE ADDITION, SECTION 4, (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED ONE HALF MILE NORTH OF WEST ROCK CREEK ROAD AND ONE QUARTER MILE EAST OF 48TH AVENUE NW).

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The final site development plan and final plat were Approved.

Contracts

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1617-113: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND HALFF ASSOCIATES IN THE AMOUNT OF \$91,750 FOR ADDITIONAL DESIGN SERVICES FOR THE NORMAN FORWARD PROGRAM REAVES PARK RENOVATION PROJECT, AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Municipal Authority

Motion made by Trustee Holman, Seconded by Trustee Peacock.

Voting Yea: Chairman Heikkila, Trustee Ball, Trustee Schueler, Trustee Montoya, Trustee Grant, Trustee Nash, Trustee Holman, Trustee Peacock

Participants in discussion

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

Amendment No. 3 to Contract K-1617-113 with Halff Associates was Approved.

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER TWO TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$61,788.78 FOR THE DEVELOPMENT CENTER PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT OF THE PROJECT AS OUTLINED IN THE STAFF REPORT.

Acting as the City Council and the Norman Municipal Authority

Motion made by Councilmember-Trustee Holman, Seconded by Councilmember-Trustee Peacock.

Voting Yea: Mayor-Chairman Heikkila, Councilmember-Trustee Ball, Councilmember-Trustee Schueler, Councilmember/Trustee Montoya, Councilmember/Trustee Grant, Councilmember-Trustee Nash, Councilmember-Trustee Holman, Councilmember-Trustee Peacock

Change Order No. 2 to Contract K-1920-133 with Crossland Construction Company, Inc., was Approved.

- 24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$333,876 FOR A REVISED CONTRACT AMOUNT OF \$42,011,304 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

Acting as the Norman Municipal Authority

Motion made by Trustee Holman, Seconded by Trustee Peacock.

Voting Yea: Chairman Heikkila, Trustee Ball, Trustee Schueler, Trustee Montoya, Trustee Grant, Trustee Nash, Trustee Holman, Trustee Peacock

Amendment No. 5 to Contract K-2021-97 with GE Johnson Construction Company was Approved.

- 25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-6 : BY AND BETWEEN THE CITY OF NORMAN AND SILVER STAR CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$267,022.12 FOR A REVISED AMOUNT OF \$1,187,977.88; FINAL ACCEPTANCE OF CONTRACT K-2223-6 AND FINAL PAYMENT OF \$59,398.89 FOR THE FYE 2023 STREET MAINTENANCE BOND - ASPHALT PAVEMENT AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Change Order No. 2 to Contract K-2223-6 with Silver Star Construction Company was Approved, the project was Accepted, and final payment was Authorized.

- 26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2223-12: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, LLC INCREASING THE CONTRACT AMOUNT BY \$4,418.85 FOR A REVISED CONTRACT AMOUNT OF \$589,368.85 FOR BLENDING OF WELLS 5, 6, AND 52 AT THE WATER TREATMENT PLANT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$90,455.70 AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

Motion made by Trustee Holman, Seconded by Trustee Peacock.

Voting Yea: Chairman Heikkila, Trustee Ball, Trustee Schueler, Trustee Montoya, Trustee Grant, Trustee Nash, Trustee Holman, Trustee Peacock

Amendment No. 5 to Contract K-2021-97 with GE Johnson Construction Company was Approved.

- 27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2223-14: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES LLC. INCREASING THE CONTRACT AMOUNT BY \$3,663.24 FOR A REVISED CONTRACT AMOUNT OF \$478,742.24 FOR THE FYE 2023 SIDEWALK CONCRETE PROJECTS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$23,937.11 AS OUTLINED IN THE STAFF REPORT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Change Order No. 2 to Contract K-2223-14 with EMC Services, LLC, was Approved, the project was Accepted, and final payment was Authorized.

- 28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-54: BY AND BETWEEN THE NORMAN UTILITES AUTHORITY AND JARED CHANDLER DOZER AND EXCAVATION IN THE AMOUNT OF \$139,375 FOR THE WATER TREATMENT PLANT RESIDUALS HAULING AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

Motion made by Trustee Holman, Seconded by Trustee Peacock.

Voting Yea: Chairman Heikkila, Trustee Ball, Trustee Schueler, Trustee Montoya, Trustee Grant, Trustee Nash, Trustee Holman, Trustee Peacock

Amendment No. 5 to Contract K-2021-97 with Jared Chandler and Excavation was Approved.

- 29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARING RFP-2324-14, CONTRACT K-2324-64: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PRECISION CONSTRUCTION AND CONTRACTING LLC, IN THE AMOUNT OF \$208,817; MAINTENANCE BOND MB-2324-17; PERFORMANCE BOND B-2324-28; AND STATUTORY BOND B-2324-29 FOR THE BENTLEY PARK TENNIS & PICKLEBALL COURTS PROJECT; AND RESOLUTION R-2324-47 GRANTING TAX EXEMPT STATUS.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

RFP-2324 was accepted, Contract K-2324-64 with Precision Construction and Contracting, LLC, was Approved, and Resolution R-2324-27 was Adopted.

Resolutions

- 30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-44: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$537,234.50 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATES UPGRADES (PHASE 1) AT VARIOUS INTERSECTIONS IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-44 was Adopted.

- 31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-45: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$6,588,034.40 IN STBG-UZA FUNDING FOR THE WIDENING OF 36TH AVENUE SE FROM STATE HIGHWAY 9 TO CEDAR LANE ROAD IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-45 was Adopted.

- 32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-48: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS' PUBLIC FLEET CONVERSION GRANTS FUND FOR REPLACEMENT OF AGING ALTERNATIVE FUEL INFRASTRUCTURE.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-48 was Adopted.

- 33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-49: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,500,000 IN STBG-UZA FUNDING FOR THE WIDENING OF 24TH AVE NE FROM TECUMSEH ROAD TO ROCK CREEK ROAD IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-49 was Adopted.

- 34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-50: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$800,000 IN AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE CONSTRUCTION OF A 10-FOOT WIDE MULTI-MODAL PATH ON THE WEST SIDE OF 12TH AVENUE NE FROM ROBINSON STREET TO ROCK CREEK ROAD AS WELL AS 5-FOOT SIDEWALKS ALONG BOTH SIDES OF BROOKS STREET BETWEEN WYLIE ROAD AND PICKARD AVENUE IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-50 was Adopted.

- 35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-51: A RESOLUTION OF THE COUNCIL

OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$185,000 IN AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE CONSTRUCTION OF 5-FOOT SIDEWALKS ALONG CHAUTAUQUA AVENUE BETWEEN COMANCHE STREET AND SYMMES STREET, ALONG RICH STREET BETWEEN PETERS AVENUE AND PORTER AVENUE, AND ALONG BROOKS STREET JUST EAST OF 24TH AVENUE SW IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-51 was Adopted.

- 36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING APPLICATION FOR FINANCIAL ASSISTANCE FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS' PUBLIC FLEET CONVERSION GRANTS FUND FOR CITY VEHICLE REPLACEMENTS.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-53 was Adopted.

- 37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$6,401,840.80 IN STBG-UZA FUNDING FOR THE WIDENING OF TECUMSEH ROAD FROM 12TH AVENUE NE TO 24TH AVENUE NE IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-55 was Adopted.

38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-56: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CHANGING THE STREET NAME FROM WILMONT DRIVE TO BEDROCK DRIVE IN THE FINAL PLAT OF SPRINGS AT FLINT HILLS, SECTION 1 TO THE CITY OF NORMAN, OKLAHOMA.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-56 was Adopted.

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-57: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$5,307,477.60 IN STBG-UZA FUNDING FOR THE WIDENING OF LINDSEY STREET FROM PICKARD AVENUE TO ELM AVENUE IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-57 was Adopted.

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-58: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$4,056,872.80 IN STBG-UZA FUNDING FOR THE WIDENING OF LINDSEY STREET FROM ELM AVENUE TO JENKINS AVENUE IN NORMAN.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-58 was Adopted.

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$254,250 FROM THE MATOON PROPERTY CLEANUP PROJECT TO MOLD REMEDIATION AND RECONSTRUCTION ACCOUNT FOR MOLD REMEDIATION AND RECONSTRUCTION OF FIRE STATIONS #3 AND #7.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolution R-2324-61 was Adopted.

MISCELLANEOUS COMMENTS

Police Update. Ms. Dianna Hutzal, Ward 5, appreciated the study session on the Police Department update and the information that was provided from Chief Foster.

*

Arena. Mr. Luigi Polvani, Ward 4, alleged release of the information regarding a proposed arena was behind closed doors and was a disservice to the community.

*

Communication. Ms. Sherylann Densow, Wards 4 and 6, said there has been misinformation and miscommunication related to various subjects across the community and encouraged truthfulness and honesty.

*

Posture Exercises. Mr. Evan Dunn, Ward 7, said he was going to start teaching posture exercises at his home on Sundays at noon and reminded everyone, sleep is very important.

*

Council Attentiveness. Mr. Karlinda Gravel, Ward 4, thanked Council for their attentiveness during miscellaneous comments.

ADJOURNMENT

The Meeting Adjourned at 7:30 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, December 5, 2023 at 5:30 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 5th day of December, 2023, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila

- Councilmember Ward 1 Austin Ball
- Councilmember Ward 2 Lauren Schueler
- Councilmember Ward 3 Bree Montoya
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Michael Nash
- Councilmember Ward 6 Elizabeth Foreman
- Councilmember Ward 7 Stephen Holman
- Councilmember Ward 8 Matthew Peacock

OTHERS PRESENT

- Ms. Kayla Copeland, Owner at Copeland Design Collective
- Ms. Evelyn Huff, Landscape Designer for Copeland Design Collective
- Ms. Torrey Butzer, Architect for Butzer Architects and Urbanism (BAU)
- Mr. Bret Cabbiness, Garver Engineering

ABSENT

None

AGENDA ITEMS

1. PRESENTATION AND DISCUSSION OF THE ANDREWS PARK MASTER PLAN.

Ms. Kayla Copeland with the Copeland Design Collective began the presentation with the history of Andrews Park. The goal of the Master Plan is to reignite all of the fun, historical aspects of Andrews Park. The Park itself has been in existence since 1889. The hope is to have City Council, ultimately approve and adopt the Andrews Park Master Plan.

Andrews Park has a unique location and is full of historical features including many Works Progress Administration elements. Consultants conducted research to determine what was on the registry and what structures were important to keep and preserve

Item 1, continued:

throughout the park. The amphitheater, drainage channel, bridges and the two architectural elements by the splash pad are historical bathhouses and are all elements on the registry that need to be preserved. The pavilion in the center is not on the registry and that is important to know as things move forward with the plan. Many events that occur at Andrews Park were identified and Jazz in June is one of the larger events. The open spaces used for sport practices and the skate park are another major area to consider and are big draws for the park.

An Open House was held for the purpose of public engagement and the turnout was good. There were many different avenues presented for the public to voice their opinion about what they wanted to see in the park or changes they wanted made, etc. As another public engagement method, a Stakeholder group was formed.

After public feedback, three common goals were identified:

1. Preserving the history of the park, including the WPA elements
2. Continuation of events that have been held in the park in the past
3. Safety in the park

Updating Accessibility, maintaining the connection to downtown as well continuing to allow local employees to utilize the park as a break area are all items that the public wants to see continued or incorporated into the park.

The next phase was the design workshop and the entire design team came for a three-day brainstorm session where the designers explored the park and research was done by comparing other parks in Oklahoma City such as Scissortail Park and The Station in Moore to see what was liked or not liked. The Design workshop consisted of hundreds of ideas and ultimately ended with a Master Plan. There are twenty-five program elements and some of those include the WPA elements in a reimagined way. Feedback was received regarding the stage orientation in the amphitheater not being ideal. A new stage is needed to address this issue. Public feedback showed that conservation and water usage were other areas of concern.

The final Master Plan was presented to the Stakeholder group on the last day of the design workshop, there were revisions made and then the Master Plan being presented today was created.

The southwest corner of Andrews Park is where the master plan design shows a nature area minimizing maintenance for the park crews. A vision for Norman's first certified arboretum to go in the southwest corner is within this plan as well. The plan for the Webster Avenue extension is for it to be reclaimed as parkland. The bottom of the amphitheater area will remain a smaller, more intimate space with a stage. This area could hold an outdoor nature class or wedding event. Where the current splash pad is located, the bathhouses will be reimagined and have a covered pergola or something with a shade on it and this will be incorporated into the amphitheater area. The amphitheater and arboretum are the areas focused on nature.

Item 1, continued:

At the south end of the larger circle lawn, there will be a central pavilion that will include a public restroom, which will serve the amphitheater as well. The large lawn space will accommodate up to six youth sports practice areas. The WPA architectural aspects will be maintained as well as much of the rock used in the original WPA structures.

Overflow parking for larger events can be accommodated by the municipal complex parking to the south and the library parking to the north so a walkway is needed to and from the library complex.

The northeast corner of Andrews Park will be a new gateway with the James Garner extension to downtown Norman. A gateway entrance will be created that represents preserving the past but looking toward the future and will include columns that will be repurposed from older areas of the park. This area will also house the new water play area.

Additionally, the large Christmas tree tradition will occur on this corner with all of the lighting ceremonies, etc. It is possible that the splash pad could also serve as an ice skating arena during the winter.

The existing skate park enhancements will allow for more competitions and events to be hosted. Bleacher seating was one of the big requests for this area of the park as well as restroom access so when hosting an event it would be more comfortable for guests. It is being proposed that the tot lot be accessible as well and that would make this a truly accessible park for all children. The restrooms would be located somewhere between the skate park, the basketball courts and the playground area.

The playground is being reimagined including shaded picnic areas closer to the playground to allow for parties and more shade for the playground overall.

The next larger element to be addressed is the water being added to Andrews Park. The majority of the south side of Andrews Park is in the floodway. It is proposed that the larger pond be a retention pond so this would be full year round and would become an amenity of the park. The three pond series to the north would be a bio-retention and would help us capture water during a rain event. This would slow down the water going to the Canadian River; they would also be filtering the water and improving the water quality.

A boardwalk connection is proposed on the west edge of the larger pond and it will have a dock for those who want to paddleboat or go fishing. The park used to have a swan pond where the rock is on the amphitheater and this goes back to the history of the park. On the west side of the boardwalk is a small series of rain gardens for overflow as well as accommodating larger events. The public can be educated on alternative systems to create a more sustainable environment and this is another filtering tool that will ultimately distribute water into a dry creek bed that leads back into the WPA channel. The goal is to make a beautiful water element as well as a develop a new program for the park.

Along the south edge, it is important to connect the urban environment making that corner connect to the downtown area. Possibly a food truck court and larger pavilions

Item 1, continued:

could be incorporated. This would allow for people working downtown or those attending downtown festivals to utilize this area.

Finally, the large irregular parking lots were removed and moved to the edge. A large part of this master plan was making the park safe and one way you can make a park safer is to have all eyes looking into the park. Even with taking out all of the existing parking, we gained .7 acres of land back to the park. There will also be more parking spaces overall by moving the parking to the edge. This scenario was a win win for everyone.

Renderings were shown of all of the different elements of each area of the park and how things would look in the different seasons. The berm shown in the renderings is also a sound barrier for neighbors as well as a place to lounge, etc.

Council asked how deep the ponds would be. The main pond would be in the neighborhood of ten feet deep. These are still estimates at this time though. The larger pond is the only one that will hold water all of the time, the others will be filled with vegetation and hold runoff from rain events, etc.

Councilmember Peacock also asked where the opportunities for public art would be located in the park?

The park is desperate for public art, education and events.

Norman Arts Council was not included in the Stakeholder committee so they have not been a part of building this master plan.

Councilmember Grant asked if there are places identified for public art pieces? She mentioned the art piece called "Unexpectedly Ours" by Gabriel Freedman would be perfect for this park.

Mr. Jason Olsen, Director of Parks and Recreation, said similar to Norman Forward projects, there is 1% for art at minimum and Norman Arts Council would become part of this process in the future.

One thing not mentioned yet is the pathways. There are a hierarchy of pathways where the main circle path is ten feet minimum and there is also a connection from each corner of the park. Access and connection from both sides including Webster and James Garner was an important aspect of the plan. The vision is that art pieces would be placed along these pathways or at one of the corners of the park or in the garden area. All pathways other than the main one are six feet minimum. The goal is to make everything ADA accessible.

Councilmember Holman asked if the paving around the stage area was concrete and if not, what will it be made of?

It is being priced for special paving and that area will allow for an accessible route as well as providing great seating for those that cannot go on the lawn area. This would also provide an opportunity for VIP seating or an orchestra by providing a hard surface so that events that are more diverse can be hosted. It was discussed that this surface

Item 1, continued:

would be something that is helpful with storm water management. It has been priced for permeable pavers, colored concrete, etc.

Councilmember Holman said that adding concrete to the park is a concern and will be discussed at some point in the future. He mentioned that the southeast corner sidewalk connection that continues south to the Police Department as part of the overall James Garner project needs a crosswalk of some kind that is not seen in these plans. Ms. Copeland indicated that this would be added to the plan.

Councilmember Peacock raised the question about the food truck area and wanted to know where the trucks would be parking. He asked if they would be parking on Daws Street or if they would be parking in the paved area on the map?

Ms. Copeland indicated that several options were discussed and it was decided that they would park on Daws Street. The electrical connections would be located in this area.

Councilmember Peacock suggested that the berm be wider than what it currently shows on the plan, which is 10-12 feet as per Ms. Copeland. He would like the berm to be larger and flow more into the space.

The berm can be made flatter which would give it more width and this would also be helpful with the maintenance of this area.

The representative from Jazz in June was consulted and is advocating for a larger stage in the new plans since they always have to bring in additional stage pieces for their event.

The new stage is the same square footage as the one in Scissortail Park in Oklahoma City if that helps give a visual comparison for size. The representative from Jazz in June indicated they desperately want an air-conditioned green room and restrooms. The next item that is needed are appropriate electrical connections for specialty lighting, performances, etc. These items were all included in the budget for this master plan.

The orientation of the stage is another concern because the current orientation is very uncomfortable for the performers. The preferred orientation is north south and was implemented into the design plans.

The vision that the Parks and Recreation Department has is aggressive and the plan is to be implemented within the next five to ten years.

The master plan is broken up into three general sections. Infrastructure package should be implemented first due to the cost. This would include floodway cleanup, main retention pond, moving parking, reclaiming the road, utility line movement. After that, there is the Place Making Package which includes creating the bio retention ponds, the gateway plaza, spray jet plaza, signage, amphitheater, lawn pavilion and those types of larger elements. Lastly, the Family Learning Package which will include the renovation of the playground, enhancing the skate park, additional public restrooms, food truck court, etc. These phases would be implemented in two to three year time frames.

The cost of items shown is \$26 million if this entire plan was done in the next year. Inflation projection has been included to show the actual cost as we move along in time.

Item 1, continued:

Every year that goes by will add 3.26% to the cost of this project. The goal of the Parks and Recreation Department is to accomplish these items as quickly as possible.

Norman Forward II would be the best fit regarding how to get the money for this master plan. Because this is projected over ten years, grant funding can be considered. This park is a perfect candidate for the Land and Water Conservation Grant and it is a 50/50 grant match with no cap. This is a big opportunity to get 50% of the water elements paid for through this grant. This is the reason that the water elements are included in the second stage of this plan so that we have time to apply for these grants. The park is also a great candidate for the Oklahoma Recreational Trails Grant with implementing the larger pathways. These pathways meet all of the requirements for funding and this is an 80/20 match. The requirements are that it is a concrete or asphalt eight-foot wide path. The grant will cover 80% of the cost and is capped at \$320,000, which will get us approximately ½ to ½ mile of trail. This grant also covers sight amenities along the trail, lighting along the trail and wayfinding along the trail. This grant is one that you can apply for consecutively, year after year.

Councilmember Peacock said that he feels this is not only a candidate for Norman Forward II, but also the crown jewel for this slate of packages. As far as public art is concerned, with it being at 1% of the total cost of the project, that puts the public art budget at \$260,000, which is a substantial piece of art or several pieces of art. I believe this is a great way to get this project done but we should also seek out other grants and other funding opportunities. This project will get everyone excited about all of the projects on the Norman Forward slate.

Council has a very important part in the progress of this because as soon as this concept is adopted it puts the City higher on the list as we apply for grants.

A question was asked about the cost of the new playground at the park that was recently built and it was said to be \$425,000. There will be another \$600,000 in renovations to this playground with this plan. Everything that is currently at the playground will be incorporated in the new design so as not to waste money. This is very important to the Parks Department so that none of the recent renovations is wasted.

In the public comments, it was mentioned that the public wants the park to feel safer. I think it is known why people do not feel safe in our park right now.

Looking at the current plan, there are a lot more trees and vegetation and this creates dark spots. Pedestrian lighting is one of the things that people said would make them feel safer in the park.

There are blue emergency lights that the University of Oklahoma has on campus. This has been looked at and it would be nice for people to have instant access to police if needed while out walking in the park.

Ms. Copeland indicated this option is being explored as well as security cameras, etc. Information Technology was one of the departments that was consulted during the design workshop in regard to security capabilities. It was discovered that we already have a communication line out at the skate park. This line can be used to enhance additional security cameras or add blue emergency lights, etc.

Item 1, continued:

However, one of the main ideas was to pull the parking out so that everyone is looking into the park and lighting was the other big piece of making the park safer.

In the cost estimate there are 200 pedestrian light fixtures. It will be low light fixtures that will be continually lit but will not cause any light pollution to the neighbors.

Most of the lights in similar type parks are on a timer of some kind or they are sun sensitive. The lights would dim at the time the parks close to 25%. The lights will be enough for security, but not enough that people would be hanging out long term.

Councilmember Grant said she was in support of this being Norman Forward II, but wanted to know what the timeline would be?

Mr. Darrel Pyle, City Manager, said it would be about six and a half years. The question can be put to the voters regarding Norman Forward II before the current Norman Forward program is completed. Surveys will be sent out and a vote on the continuance can be taken before the current expiration.

Mr. Olsen said the current Norman Forward program is 90% complete.

Mr. Pyle said because this is a historical park it opens up a lot of other grant opportunities. Every year the WPA channel reaches the banks and it is halfway across the street but with modern conditions hopefully it will be much safer. The condition of the water will also be better since there will be filtering in effect before it gets to the creeks.

Mr. Pyle said that without opposition, Staff will put this on the Council agenda for adoption of the Master Plan for Andrews Park.

- 2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING CLASS ACTION LITIGATION IN THE CASE OF T 3M COMPANY AND E.I. DUPONT DE NEMOURS AND COMPANY AND OTHER DEFENDANTS INVOLVING PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) CONTAMINATION IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION, MDL NO. 2:18-MN-2873, UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA.

This Item was not considered.

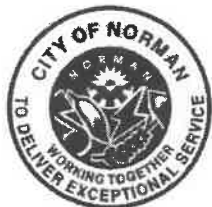
ADJOURNMENT

The meeting adjourned at 6:23 p.m.

ATTEST:

City Clerk

Mayor



**CITY OF NORMAN, OK
CITY COUNCIL COMMUNITY PLANNING &
TRANSPORTATION COMMITTEE MEETING**

**Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069**

Thursday, April 25, 2024 at 4:00 PM

MINUTES

The Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma met in Regular Session in the Executive Conference Room of the Norman Municipal Building, on the 25nd day of April, 2024 at 4:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Holman called the meeting to order at 4:00 p.m.

PRESENT

Councilmember Ward 7 Stephen Holman, Chair
Councilmember Ward 8 Matthew Peacock
Councilmember Ward 5 Michael Nash
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 4 Helen Grant

ABSENT

None

OTHERS PRESENT:

Mr. Taylor Johnson, Transit and Parking Program Manager
Mr. Scott Sturtz, Interim Public Works Director
Mr. Joseph Hill, Streets Program Manager
Mr. Brandon Brooks, Staff Engineer
Ms. Kathryn Walker, City Attorney
Ms. Beth Muckala, Assistant City Attorney
Ms. Shaakira Calnick, Internal Auditor
Mr. Lamar Hammon, EMBARK Operations Specialist

AGENDA ITEMS*ITEM 1: PUBLIC TRANSIT REPORT.*

Mr. Taylor Johnson, Transit and Parking Program Manager, provided the transit report to Council.

Mr. Johnson provided an update on the vehicle procurement. He said the five Ford paratransit vehicles will be in service in the next week or two. There were a few things to work out with the vendor, but they are really close to getting the vehicles into the fleet, looking forward to getting them into service and retiring some of the older vehicles.

Mr. Johnson said Staff will be bringing an authorization to purchase, to council, for the six cut away buses funded last summer on a FTA Grant. These vehicles will further overhaul the current transit fleet.

The preliminary budget has been approved with an increase to Route 112 and Staff will work on full implementation over the next year.

Chairman Holman, said Dan Munson also asked during the Budget Hearing, why there was an increased budget for vehicle maintenance. Mr. Scott Sturtz, Interim Director of Public Works said there has been no significant increase in maintenance based on multi-year average comparables. He said Staff has actually seen a decrease in bus maintenance, but there has been a significant rise in the cost of parts, leading to increased budget projections.

Councilmember Schueler asked about the cost on gas versus electric vehicles. Mr. Sturtz said the electric buses do not have routine preventative maintenance, but the parts are more expensive as they are not as readily available and the transit budget allowed for this.

Chairman Holman said Mr. Munson also expressed the possibility of charging fares for the use of the bus. What are the pros & cons? Will the program still need funds from the General fund next year to operate?

Councilmember Schueler said when council was doing the analysis for transit, one of the questions was, charge or not charge. The long range plan was to make sure the buses had the ability to charge and collect the fare from riders. She asked if charging fares is still being considered.

Mr. Johnson said the buses were wired for the fare boxes, but an analysis found that it would not be cost effective to install the boxes. The "Electronic Fare" boxes take both cash and cards, but EMBARK prefers that you use the mobile app or buy a card at the transit center to use.

The cost to purchase the electronic system for fare collection ranges between \$15,000 and \$20,000. The collected fares would not be enough to recoup the cost of the equipment, upgrades and the cost of additional staff to pick up daily receipts from buses, process collections and deposit in the bank. The Fleet Division would also have to hire someone to handle the maintenance of the electronic collection system. Operating costs would increase with very little return from fares.

ITEM 1: (continued) PUBLIC TRANSIT REPORT.

Mr. Johnson, said the total ridership for EMBARK Norman in March 2024 was 33,836 compared to 32,539 in March 2023, with the average daily ridership being 1,301. Total ridership 303,003 year to date, which is a 26.39% increase system wide.

The fixed route service transported 31,961 passengers in March 2024, compared to 30,515 in March 2023. Passengers with bicycles totaled 747 and we transported 523 passengers with wheelchairs or other mobility devices in March 2024.

Saturday service totaled 3,300 in March 2024, compared to 2,706 in March 2023, a 21.95% increase, averaging 14.99 riders on each route per service hour.

Norman On-Demand completed 2,662 rides in March 2024, with 26 wheelchair accessible vehicle requests for a total of 18,532 riders since August 2023. There are currently 984 active accounts that have completed more than five rides each.

Items submitted for the record

- 1. EMBARK Norman Performance Report for March 2024

ITEM 2: DISCUSSION REGARDING BRIDGE STANDARDS

Chairman Holman said with the voter approved Bridge Maintenance Bond Program several bridge repairs are underway.

Mr. Sturtz discussed the program with the Committee members. He introduced Mr. Joseph Hill, Streets Program Manager, who provided a brief history of the Federal Highway Program. The foundation of the City of Norman bridge program is the Federal Highway Administration National Bridge Inspection Standards that were originally published in 1971 and it is the uniform coordination for bridges on both the federal highway system and any other public roads. This establishes standardized procedures, reporting, etc., for bridges.

Chairman Holman said most of the bridge and highway systems were built prior to 1971, and he is amazed that a national interstate highway system and bridges were built with no coordinated inspection program.

The foundation where everything starts with the City of Norman's inspection process is with Oklahoma Department of Transportation, (ODOT). ODOT implements and manages the (NBIS), National Bridge Inspection Standards inventory within the State of Oklahoma and all reporting goes to them and through them.

Inspection consultants are vetted by the state first and then the city receives a list of preselected consultants from the state to select from, via a local interview process' every two years. The City of Norman's current bridge consultant is Consor Engineering and they were selected for the upcoming cycle.

Inspections are done every two years, but there are some bridges that are on a rapid cycle, with upcoming inspections in May. Once the inspections are completed, the City of Norman receives updated reports detailing the condition and ratings of our bridges.

Mr. Sturtz said these reports help Staff identify deficient bridges in the City of Norman and it helps them determine ones missing from the priority lists that need to be added to the bridge pool. A bridge pool of already identified and inspected bridges help speed up the process for work on the bridges and allows them to have projects ready for additional funding resources.

Mr. Sturtz went on to discuss more about bridges and bridge designs. In order to understand bridges, you need to understand what defines a bridge, *“a structure carrying a pathway or roadway over a span of 20’ or greater over a depression, a water way, a creek or obstacle”*. The most common type of bridge construction in Norman is the box structure.

The City of Norman bridge design standards and guidelines meet the Federal Highway Administration, American Association of State Highway Transportation Officials and Oklahoma Department of Transportation standards.

The Public Works Department has an established project management manual that sets detailed process for project planning, organization, consultant selection, design, utility coordination, construction procurement and contract administration. This manual meets the American Public Works Accreditation and is how the City of Norman manages their projects.

Staff does not have the expertise to design bridges, so we hire consultants that are bridge professionals that have the knowledge and expertise in structural requirements for bridges. All bids include the language *“Bridges shall be designed in accordance with AASHTO/ODOT criteria”*.

Mr. Sturtz said with \$1 million dollars allocated annually for the CIP Bridge Maintenance Program, the City of Norman is able to perform general maintenance at all bridge locations within the next 5 years.

With this approach and funding, bridges and surrounding ground that were listed as structurally deficient have been repaired, are now sound and no longer deficient.

The Bridge Maintenance Bond Program has a \$50 million dollar, 20-year bond, 10-year construction cycle, with year one projects shovel ready and scheduled for bid in early May, while designs are underway on upcoming projects.

ITEM 2: (continued) DISCUSSION REGARDING BRIDGE STANDARDS

Chairman Holman asked for an update on Constitution Street Bridge. Mr. Sturtz said it was started this week and Staff is working to repair the bridge approach, using the bridge maintenance program.

Chairman Holman thanked staff for providing information on the roads and bridges.

Items submitted for the record

1. "Bridge Standards" dated April 25, 2024

An update on RTA will be provided at the meeting next month

ADJOURNMENT

The meeting was adjourned at 4:48 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Thursday, May 23, 2024 at 4:00 PM

MINUTES

The Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma met in Regular Session in the Executive Conference Room of the Norman Municipal Building, on the 23rd day of May, 2024 at 4:00 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Holman called the meeting to order at 4:02 p.m.

PRESENT

Councilmember Ward 7 Stephen Holman, Chair
Councilmember Ward 5 Michael Nash
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 8 Matthew Peacock
Councilmember Ward 4 Helen Grant

ABSENT

OTHERS PRESENT:

Mr. Taylor Johnson, Transit and Parking Program Manager
Mr. David Riesland, Transportation Engineer
Mr. Scott Sturtz, Interim Public Works Director
Mr. Joseph Hill, Streets Program Manager
Ms. Sara Kaplan – Retail Marketing Coordinator
Mr. Chris Mattingly, Director of Utilities
Mr. Darrell Pyle, City Manager
Mr. Anthony Purinton, Assistant City Attorney
Mr. Lamar Hammon, EMBARK Operations Specialist
Mr. Marion Hutchison, RTA Chairmember, Citizen Representative
Ms. Helen Wolney – Campus Corner Association

AGENDA ITEMS

Chairman Holman asked that Item 3, "Bollards" be moved up and handled as the first item of business.

ITEM 3: DISCUSSION REGARDING THE INSTALLATION OF FESTIVAL STREET BOLLARDS ON CAMPUS CORNER.

Mr. David Riesland, Transportation Engineer provided an update to Council, the Bollards are in hand, and presented the "Bollard" power point to the committee.

Chairman Holman asked if people walk through the Bollards and if the area is not accessible to vehicle traffic. Mr. Riesland said yes to both questions and that the Bollard System will meet regulations for ADA accessibility.

Chairman Holman asked if the project is on schedule to be completed by the end of July when students move back to campus. Mr. Riesland said it has been moved to a later date due to some issues that would not ensure the installation would be complete for game day.

Mr. Joseph Hill, Streets Program Manager said this is a specialized install and, timing to start will depend on bids received by July. Staff will work with Campus Corner on closure for installation.

Councilmember Grant said the project needs to go with the installation/completion date that is least impactful to campus.

Chairman Holman said that if it cannot be done before August, it will most likely be after football season in 2025.

The Campus Corner Association is usually the ones who close the streets, but would like to see the City take over the street closing. Councilmember Grant asked about the roads being closed from Boyd. Ms. Wolney said that Boyd Street is closed 2 hours prior to game time.

Councilmember Grant asked if the bollards and barriers will be used to block traffic? Mr. Hill said yes, but currently other measures used to block traffic are in place, fire and police department, bus, etc., physically block the roads with vehicles and barriers.

Mr. Riesland said that advance warning has to be provided prior to getting to the Bollard system.

Councilmember Schueler said she is not comfortable with the Campus Corner Association having the ability to raise and lower the bollards and agreed that some kind of pre-warning is needed before people come up on the bollards. Ms. Wolney, from the Campus Association said the Association does not want a key to operate the bollards.

Councilmember Schueler asked if there is a procedure in place for open/closing already. Staff said Traffic Control Division has been the ones closing the streets, with assistance from police, fire, etc. Councilmember Grant said that it makes sense that traffic maintain primary control of the bollard system as traffic staff are available in office when activated.

Police should be the ones to give the traffic closure notices. Councilmember Nash said it is natural for the Police to raise and lower the bollards as the streets do not open until Police leave. Mr. Riesland said that all the bollards go up and down at same time making it easier to handle and ensuring a uniform opening/closure of the area.

ITEM 3: (continued) DISCUSSION REGARDING THE INSTALLATION OF FESTIVAL STREET BOLLARDS ON CAMPUS CORNER

Chairman Holman asked how other cities and colleges are using the Bollard System and said the point for the system was for Aesthetics and Safety.

Mr. Hill said Staff are unsure of time frame for construction, and may look at splitting the project to do one side of road at a time so the traffic can still be moving. Possible 30-day turnaround once the installation starts, with the biggest time factor being for the concrete delivery.

Items submitted for the record

1. Festival Street Bollards Pilot Project updated dated May 23, 2024

ITEM 1: PUBLIC TRANSIT REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, provided the transit report to the Committee.

Mr. Johnson hopes to bring a Council item to the next meeting for the Acceptance of a Paratransit Grant from the (FTA), Federal Transportation Administration for the six cut away buses. He is currently looking into grants to be used for the Charging System conversion for in-route charging.

Mr. Johnson said the total ridership for EMBARK Norman in April 2024 was 35,367 compared to 30,444 in April 2023, with the average daily ridership being 1,360. Total ridership 338,370 year to date, which is a 25.24% increase system wide.

The fixed route service transported 33,311 passengers in April 2024, compared to 28,479 in April 2023. Passengers with bicycles totaled 815 and we transported 407 passengers with wheelchairs or other mobility devices in April 2024.

Saturday service totaled 2,136 in April 2024, compared to 3,179 in April 2023, a 32.81% decrease, averaging 12.13 riders on each route per service hour.

Norman On-Demand completed 2,539 rides in April 2024, with 15 wheelchair accessible vehicle requests for a total of 21,071 riders since August 2023. There are currently 1,182 active accounts that have completed more than five rides each.

Chairman Holman asked for a breakdown on Safe Ride. Mr. Johnson said 50% of the students are using non-OU emails so staff is not getting accurate data on all riders, but will do more in-depth research on riders.

Councilmember Grant asked about the funding structure for Norman On-Demand program. Concerned that with the numbers there will not be enough rider fares to pay for the program.

Mr. Johnson said OU contributed \$120,000 to the budget in the contract expansion bringing the total funding to \$799,000. Chairman Holman said that the FYE 24 budget reflects a \$600,000 subsidy to continue On-Demand.

ITEM 1: (continued) PUBLIC TRANSIT REPORT.

Mr. Johnson said there may be some funds in Transit to offset the cost and reduce the subsidy and this is why he brought it to Council at the February meeting to discuss.

Chairman Holman said that riders want daytime rides and asked how much subsidy would it be to provide this service. Mr. Johnson said between \$300,000 to \$350,000 and would require a budget amendment. Mr. Johnson also said this will run parallel with the buses and defeats the purpose of On-Demand.

Chairman Holman asked if the increase included the expanded service area. Mr. Johnson said it does and expects that next years' costs may be lower. Chairman Holman asked if this included On-Demand operation during the week. Mr. Johnson said that it does, but can't financially fund both Day/Night/Weekend service right now.

Mr. Johnson said On-Demand is serving 20,000 versus 338,000 for fixed routes. The need for On-Demand is a lot lower in the evenings. The Micro-Transit Program is being used to test the market. Sunday service has been the number one priority for the riders.

Chairman Holman said ideally he would like to see seven-day service on fixed routes and On-Demand if funding is available, to fill in the gap of services, but he understands that we need to work within the resources available now.

Councilmember Grant said that she is supportive of a budget amendment for the next funding cycle to keep the service going. She further asked if Staff was looking at \$200,000 - \$300,000 reduction in cost, to which Mr. Johnson responded that he will look at the numbers, work with finance and get back with the committee, but he doesn't anticipate that high of a reduction.

Chairman Holman said he agreed on the amendment for increased service to the east side library since the Central Library is closed indefinitely. He said that we need to look at options as this is the primary library at this time.

Councilmember Schueler asked if anyone is working on transportation solutions for the proposed Entertainment District. Mr. Johnson said that transit is well positioned to provide service to the area and could add stops as needed.

Route 110 will encompass and serve that area when it is open and it would run approximately \$220,000 for one dedicated route. Mr. Johnson said that Mr. Hammon with EMBARK said these stops will be done within the current 1-hour time frame, with a couple stops being added in the Entertainment District.

Councilmember Schueler said that she has had a lot of questions on service and asked how many stops and time frame of expansion to the area.

Items submitted for the record

1. EMBARK Norman Performance Report for March 2024

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ITEM 2. UPDATE ON THE REGIONAL TRANSIT AUTHORITY LIGHT RAIL INITIATIVE

Chairman Holman summarized Regional Transit Authority, (RTA) rail system to date, saying that it has been in the works for two decades and has lots of moving parts. The purpose of the RTA is to have interconnected transportation options, not just rail based, connecting the OKC metro areas in Oklahoma.

Officials of the City of Edmond, City of Norman and City of Oklahoma City have been actively partnering on the transportation plan for years, with former Governor Brad Henry being the chairman of the RTA Board and representative for the City of Oklahoma City.

Mr. Marion Hutchison, provided a brief history of the RTA evolution. He represents the City of Norman on the board and has been involved with RTA since 2009 and served on the Mayor's task force in 2017. This project started in 2011 when OKC and ACOG had the dialogue bringing the Mayors together and the RTA was created in 2019.

The Norman to Edmond line, North - South to and from OKC is the first line that RTA is looking at. The RTA system will use commuter railway (heavier vehicles that run on rails), not light rail, running on existing freight lines. Negotiations have been ongoing with BNSF railroad. BNSF, who will be the contract operator, has embraced this project, and RTA/BNSF are still months away from a working agreement, but the BNSF Engineers are working with RTA Engineers and it is moving quickly.

Tinker Air Force base has expressed a great interest in being part of the rapid transit line to serve Tinker, as the base is expanding, and expressed they will put in a hub at Tinker as part of the line service.

RTA received a grant to do studies for a line to the airport and to west Oklahoma City Kimberly Horn conducted the study and recommended light rail to the airport. For more information on the study go to RTAmoves.com.

RTA is working with BNSF to identify, acquire or have some kind of control of property for stations. There are going to be 12 stations between Edmond and Norman to serve the route. Norman will have three primary and one special event station in partnership with OU located on Lindsey by the duck pond near the tracks and will be running game day trains for OU. Proposed station locations are on Tecumseh Road, Highway 9, current Depot and looking at a location on Cedar Lane around Post Oak Road for the maintenance facility.

RTA would like to have ownership, or contractual control of station properties before this goes to a vote. These are prime properties, but the Transit System is only going to be as good as the station locations are.

Councilmember Grant asked about Park-N-Ride situation at each station. Mr. Hutchison said Highway 9 & Tecumseh Road would provide considerable Park-N-Ride opportunities. The downtown Depot is another station location, with limited parking availability, but it will be a great walk up, bike up Urban location.

City Manager Pyle said Staff has been in discussions about having an eligible entity like, Cleveland County Industrial Authority tie up the property and if the community votes yes, the sales tax funds will be used to purchase the land for the stations.

ITEM 2. (continued) UPDATE ON THE REGIONAL TRANSIT AUTHORITY LIGHT RAIL INITIATIVE

The property will have industrial value and if not used for the stations, the Norman Economic Development Coalition can be used to develop the property for other uses. Mr. Hutchison said a resolution was passed, with language that RTA will own the properties and will be buying back when the referendum vote is passed. There should be some definitive answers in 2025.

Once these stations are open, they will become fast growing development areas that will support the station traffic through business', housing options, etc.

Mr. Hutchison said RTA now has a Vehicle Review Committee that explores and determines what vehicles to use. They recently went to Fort Worth by Heartland Flyer, jumped on the Trinity Railway Express, an old commuter rail that runs from Fort Worth to Dallas Station, then took the light rail to DFW and then the new TEXrail that runs back to Fort Worth, stopping off at Grapevine to see the growth area around the station. The area was phenomenal, places to shop, eat, big hotel, multifamily construction all the way around the station. The committee had lunch while there and the place was hopping with people the whole time.

The vote for a new arena in OKC passed and plans are already underway to integrate light rail and other options to provide seamless transportation for downtown activities. This is the future of transportation!

Mr. Hutchison said that the bus system will need to expand to support the rail system and make this an all-inclusive, connected, seamless experience to encourage return users.

Councilmember Grant asked if the buses will go to the stations to reduce parking and congestion. Mr. Hutchison said, yes the buses will go to the stations as part of the Regional Transportation Authority System. This will allow all forms of public transportation to be coordinated by one entity, while providing the best service.

City Manager Pyle said through RTA/BNSF negotiations it was agreed it would be best if BNSF operate the system as they will be able to prioritize commuter rail over freight, stopping freight and letting the commuter train through to ensure it stays on time for connecting transportation. The partnership provides the ability to give a seamless conductivity relationship for commuters. The stars are lining up for this rail system as the Federal Government is investing in Amtrak. Every dollar they invest in Amtrak, reduces the cost to the tax payers and benefits the commuter system, because they will be using the same rails that were constructed with Federal funds.

Mr. Hutchison said there may be Federal funding for double rails up to the cities, sometime next year, (July 2025). The OKC Chamber, is working with Norman and Edmond, finalizing infrastructure costs with BNSF, before full costs can be determined. He said the 1-35 corridor is a one of the major freight corridors in the country and this is a good setup that will reduce traffic on the highway.

Councilmember Grant asked about the transportation tax and if it would be gone when this is passed. Chairman Holman said that if the RTA system takes over transit, the 1/8% goes away and the new tax takes over at the same rate as our existing tax, making Normans RTA tax a continuation of the current tax and not an increase.

ITEM 2. (continued) UPDATE ON THE REGIONAL TRANSIT AUTHORITY LIGHT RAIL INITIATIVE

Mr. Hutchison said that he visited with City Manager Pyle, who is visiting with the City Managers of the other cities involved to determine when to do this and how to do it.

City Manager Pyle said when the state passed the grocery sales tax decrease, they added a section that there would not be an additional sales tax put on citizens until July 2025. Since there are a lot more election dates with the state than previously approved it will be easier to get it on a ballot. Mr. Hutchison said it would take 12-15 months to go to a referendum for an election ballot.

Chairman Holman asked if this is a Pass/Fail. Mr. Hutchison said that RTA would be a district vote and not a city vote. OKC Chamber of Commerce will lead the marketing program, with assistance from Norman and Edmond Chambers, as cities cannot legally do so.

Mr. Hutchison said they are trying to finalize infrastructure costs with BNSF and once this is done the consultants can go back and determine minimum bonding requirements to achieve phased in and we will find out what the "ask" number will be. BNSF is not doing this out of the kindness of their heart, they know they are going to benefit from a lot of infrastructure improvements with this RTA system project partnership.

Councilmember Grant asked, if this RTA system goes through, will the current bus service with EMBARK move back to EMBARK and will discussion of fare fall on them.

Mr. Hutchison said that EMBARK is under COPA, Central Oklahoma Parking Authority, a city trust and RTA is a regional trust. For EMBARK to continue as the operator of the bus system, they would need to come under the RTA. He further said there is a lot of discussion as things move forward.

Mr. Hutchison said that he just got back from visiting the Siemens Plant in Sacramento, the largest train manufacturer in the world. Mr. Hutchison said that these will be double decker coach line cars, sleek and modern.

Councilmember Grant asked about Wi-Fi options. Mr. Hutchison said Wi-Fi will be available and the cars will be set up with comfortable chairs, desks, etc. for those working as they travel. He also mentioned that these trains have bike racks, further opening options for travelers.

City Manager Pyle said the vision is that the cars end in Norman every night to be serviced, cleaned and sanitized. Chairman Holman said that Norman should see more than 150 jobs with the maintenance facility.

Chairman Holman said the experience in Texas on Cotton Bowl game day with this type of system was great and will be his mode of transportation for future games in Texas. Chairman Holman said that lots of people will want to use this for entertainment and work.

Mr. Hutchison said the Airport Trust is also involved in the discussions. They want to bring the light rail right into the terminal. This will be good for families taking a trip as they can jump on the light rail to the parking area.

ITEM 2. (continued) UPDATE ON THE REGIONAL TRANSIT AUTHORITY LIGHT RAIL INITIATIVE

Chairman Holman said Council needs to discuss what to do about properties for the stations and how it can be obtained. He said there are several property owners interested.

There is currently a willing seller on one property, nobody wants to claim one property, but there may be an option to purchase one on the other side of it and may have an option on another property. Chairman Holman said Flood Avenue and Tecumseh Road would be a good station location with good connection possibilities.

City Manager Pyle said that proposals have been received on some of them and staff is working on them.

Cleveland County is working on a hotel and parking infrastructure that will complement each other. A downtown parking garage will be able to help support the program.

Chairman Holman thanked Mr. Hutchison for coming to present the information to the committee.

Items submitted for the record

1. "Draft Full System Map" dated April 03, 2024

ADJOURNMENT

The meeting was adjourned at 5:40 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Thursday, September 05, 2024 at 4:00 PM

MINUTES

The City Council Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 5th day of September, 2024, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

CALL TO ORDER

Chairman Peacock calls meeting to order at 4:00 P.M

PRESENT:

Councilmember Ward 2 Matthew Peacock (Chair)
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 8 Scott Dixon

ABSENT:

Councilmember Ward 6 Joshua Hinkle

OTHERS PRESENT:

Councilmember Ward 7 Stephen Holman
Ms. Beth Muckala, Assistant City Attorney
Mr. Jason Olsen, Director of Parks and Recreation
Mr. Scott Sturtz, Interim Public Works Director
Ms. Sara Kaplan, Business and Community Relations
Ms. Shannon Stevenson, Assistant City Manager
Mr. Dan Schemm, President and CEO of Visit Norman
Ms. Sandra Simeroth, Administrative Technician IV

1. REPORT ON SPECIAL EVENTS ATTENDANCE AND VISITORS.

Mr. Jason Olsen, Director of Parks and Recreation, said Staff is going over July of 2024 Visitors updates. In the month of July Norman had 2.79 million visitors who shopped and ate or just hung out in Norman. There are 2.35 million employees a month that do not live here, but choose to work here in Norman. The summer is the low time in our Parks for tournaments and will pick back up once school starts. Westwood is only open in the summer and they did have an increase in attendance coming out of Covid restrictions this year and had an increase July 4th for adult theme celebration and July 12th adding additional people visiting the pool.

Councilmember Grant asked about the adult throwback parties. Is that going to be a trend, are they popular, do you see people coming from other communities and does the City of Moore have these types of programs too.

Mr. Olsen said the City of Moore started doing these kinds of parties also following Normans lead. This is a 21 and up function and the City allows the sale of beer and wine during these events. Westwood had between 500 and 700 additional visitors for the extended 2 hours that we stayed open. Aquatic members did not have any additional cost other general admission the charge was a \$5.00 entry fee.

Councilmember Grant said what is the percentage of visitors that are pay verses memberships.

Mr. Olsen, said Staff is going to have to get back to Council on that information next month. Staff will also dive into the Placer app and see how many are coming from outside of the Norman zip codes. The City does extremely well at Westwood for only being open 90 days a year. Westwood tends to do around \$900,000 in Revenue, but is not profit that is before expenses. Pre-Covid the City was paying \$10-\$12 dollars an hour for life guards and post Covid the City is paying \$15 - \$17 per hour for life guards and this is the first year Westwood was fully staffed before the season started since Covid.

Chairman Peacock said he is happy the City is able to pay people that wage even though it may put some stress on the program itself. He said that is something Council can figure out.

Mr. Olsen said next up we are going to cover the Young Family Athletic Center (YFAC). There were five tournaments during the month of July; Primetime Sports, Norman North Pom Training camp; and Fadeaway Hoops; and Cornhole Cup. The City sold beer at this event that brought in around \$5,000 in sales, which helps fund the operations at the YFAC. The YFAC had about a 1,000 people for that event alone and had people staying in hotels and looking forward to possibly holding the State Championship at the YFAC next year. These Cornhole tournaments are showing up on late night ESPN stations and Oklahoma has their own organizations that feed into these professional pipelines.

Chairman Peacock said Council wants to bring any sporting event at the larger scale that is not already spoken for to Norman.

Mr. Olsen said the YFAC also had the Lindy Waters tournament. Lindy recently played for the Oklahoma City Thunder and was traded to Golden State. He is actually from Norman and he runs the Native American only tournaments the City was able to have one of his bigger

Item 1, continued

tournaments here in Norman. The YFAC has had a little over 300,000 visitors so far since opening.

Shopping Districts for the month of July; 166,000 at Sooner Fashion Mall to almost a one million at University North Park (UNP) and downtown Norman had 218,000, while Campus Corner had 175,000.

Mr. Dan Schemm, President and CEO of Visit Norman, said Mr. Olsen's data comes from the Placer AI software and Visit Norman information is coming from Zartico and it is geared more for tourism. It is the same type of app gathering geolocations from cell phones. Visit Norman also gets information from four major credit cards companies. The Visit Norman hotel data comes from the actual credit card swiped. Visit Norman has been online with this software since July and has gotten all our regions in there and it is interesting to compare the two softwares. On Zartico a visitor is from 50 miles outside of Norman City limits. It does not count the day visitors from Oklahoma City or close outer cities. Visitors also, have to be here in Norman for at least two hours, this software is looking at quality visitors. Points of interests' category; retail is at 30% purchased by visitors, food and dining at 20%, accommodations are 16%. It takes Visit Norman a little while to collect all the data. In July 18% spent at restaurants was from visitors and their average spend was \$63.00. The visitor retail impact is 23% and the average spend was \$94.00. The numbers seem low but we are not counting people who stopped along I-35 going to a drive thru and people from the Oklahoma City metro area. Zartico is showing an average spend on accommodations is \$313.00. Total spend average by visitors is 17.8% with \$117 per visitor. Hotel occupancy is up 13% and the average daily rate was \$131.00. Hotel demands are up 203% and Norman has not hit the busy months yet. The length of stay is up from 2 days to 3.5 days

Councilmember Grant asked are outside hotels asking for this information.

Mr. Schemm said he shares this information frequently with developers and investors. Investors are aware that we have moved to the SEC and have reached out and there are also some that have not reached out but are looking at what we are doing here as well.

Chairman Peacock said people are spending more money to get to Oklahoma University games and he is very interested to see the impact it is going to make for Norman once they are here. He said, he appreciates all the data and would like to see at least the first football game impacts if possible for the next meeting.

Councilmember Grant said retails have not seen a big bump during Fall Festival because the families are coming for the free candy and rides.

Mr. Schemm said restaurants get a bit of a bump because families will eat before the come and Visit Norman has not had food trucks there so not to compete with local restaurants.

ADJOURNMENT

Meeting Adjourned at 4:39 P.M.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Tuesday, September 17, 2024 at 5:00 PM

MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 17th day of September, 2024, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

CALL TO ORDER

PRESENT

- Mayor Larry Heikkila
- Councilmember Ward 1 Austin Ball
- Councilmember Ward 2 Matthew Peacock
- Councilmember Ward 3 Bree Montoya
- Councilmember Ward 4 Helen Grant
- Councilmember Ward 5 Michael Nash
- Councilmember Ward 6 Joshua Hinkle
- Councilmember Ward 7 Stephen Holman
- Councilmember Ward 8 Scott Dixon

AGENDA ITEMS

1. DISCUSSION REGARDING THE ECONOMIC DEVELOPMENT AGREEMENT FOR THE ROCK CREEK ENTERTAINMENT DISTRICT.

Ms. Emily Polmeroy, Center for Economic Development Law, provided an overview of the Economic Development agreement for the Rock Creek Entertainment District. She said there is a commitment to construct a \$650 million multi-phase, mixed use entertainment center and neighborhood consisting of two codependent parts. The first being the anchor project, which is an 8,000 seat multipurpose performance venue/sports arena and a 1,200 space parking garage. The mixed use project is the second component, which includes a plaza; 140,000 square feet of retail and restaurant space; up to 180,000 square feet of Class A office space; a 150 room select service hotel; approximately 500 multifamily housing units; additional multifamily housing and/or up to 177 medium density housing units; and all necessary public and private utility and stormwater infrastructure.

Ms. Polmeroy said the City/Norman Tax Increment Finance Authority (NTIFA) is obligated to provide the lesser of (i) an amount necessary to secure \$230 million in principal to be used towards the construction of the arena, 1,200 space parking garage and necessary infrastructure, or (ii) up to \$600 million in incremental sales tax and incremental ad valorem revenues, plus 100% of any Leverage Act funds for the payment of project costs to the Cleveland County Recreational and Entertainment Facilities

Authority (CC Trust) who will be issuing the bonds. The amount of incremental tax revenue the NTIFA can contribute is limited by the amount of increment generated. Additionally, the City/NTIFA shall review the phasing plan and development plans and any material changes as well as collect and account for incremental sales tax collections.

UNP Norman, LLC, (land owner) obligations for the mixed use project includes submission of a phasing plan for review and approval. Submission of development plans for each phase of the mixed use project and provide any assurances or commitments necessary for CC Trust to secure anchor project financing. UNP Norman will construct the mixed use project in accordance with the phasing plan and development plan no later than December 31, 2032. They are required to dedicate up to 1,200 square feet for public art. Additionally, ensure property taxes are assessed and paid timely including a payment in lieu of tax (PILOT) payment for property that would otherwise be tax exempt as well as sales and use tax reporting.

CC Trust obligations for the arena project include acquisition of property for the arena and parking garage; finance, construct, operate and maintain the arena and parking garage; provide phasing and development plans to NTIFA; construction to begin no later than January 1, 2026, and be completed by December 31, 2029. They must submit progress reports to NTIFA; ensure property taxes are assessed and paid timely including PILOT payment for property that would otherwise be tax exempt and provide sales and use tax reporting to NTIFA.

2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 §307(B)(4) TO DISCUSS PENDING LITIGATION IN THE CASE OF YOON VS. THE CITY OF NORMAN, EEOC CHARGE OF DISCRIMINATION NO. 564-2024-00586.

Motion made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The City Council adjourned into Executive Session at 5:33 p.m. Mr. Darrel Pyle, City Manager; Ms. Shannon, Stevenson, Assistant City Manager; Mr. Rick Knighton, Interim City Attorney; Mr. Ryan Riddel, Assistant City Attorney; and Ms. Shaakira, Internal Auditor, were in attendance at the Executive Session.

Motion made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 6 Hinkle.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Peacock, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Hinkle, Councilmember Ward 7 Holman, Councilmember Ward 8 Dixon

The Executive Session was adjourned out of and the Special Session was reconvened at 6:02 p.m.

Pending litigation in the case of Yoon vs. the City of Norman, EEOC Charge of Discrimination No. 564-2024-00586 was discussed in Executive Session. No action was taken and no votes were cast.

ADJOURNMENT

The meeting adjourned at 6:03 p.m.

City Clerk

Mayor

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: South Lakes Group, LLC

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)

GENERAL INFORMATION

APPLICANT: South Lakes Group LLC

LOCATION: 3301 Classen Blvd.

WARD: 5

REQUESTED ACTION: Rezoning from C-1, Local Commercial District, to C-1, Local Commercial District, with Special Use for Automobile Service Station

LAND USE PLAN DESIGNATION: Commercial

GROWTH AREA DESIGNATION: Current Urban Service Area

BACKGROUND: The subject property is currently zoned C-1, Local Commercial District, which does not allow for automobile service stations without the granting of a special use. Situated in an active commercial corridor along Classen Blvd., the 1.24-acre parcel is currently vacant. The applicant intends to construct a Brakes Plus (automobile service station - auto repair shop with services including oil changes, brake repair, alignments, etc.). The proposed site plan depicts one 4,975 square-foot building and associated parking areas. Applicant has been informed that the project must meet all pertinent Zoning Ordinance requirements for commercial

projects, including landscaping, recommended parking, building requirements, and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: This property is already platted, therefore Greenbelt was not a requirement.

PRE-DEVELOPMENT: PD24-12, August 22, 2024

The neighbor who attended this meeting had concerns about the detention and suggested the detention is inadequate; they thought this should be addressed prior to adding development on the parcel. (See Public Works section below.)

BOARD OF PARKS COMMISSIONERS: This project was not required to present at the Board of Parks Commissioners because it is not a residential preliminary plat.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

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

STAFF ANALYSIS: The applicant proposes to construct a Brakes Plus (automobile service station), a 4,975 square-foot building, with an associated 25-space parking area. The project is surrounded by restaurants to the north, a dental office to the south, public storage to

the west, across State Highway 77, and open parkland to the east. Development of an automobile service station on this site would not be detrimental to the surrounding uses. Special Use for an automobile service station parking recommendations (Sec. 36-548 (C)) are two (2) spaces per service bay, one (1) each per service vehicle and one (1) space for every two employees. The applicant expressed that a typical Brakes Plus project will include eight (8) service bays and five to six (5-6) employees on site at any given time, resulting in a recommended nineteen (19) spaces. Six (6) additional spaces for customer parking, for a total of 25-spaces on-site, are proposed for this project. Over-parking could cause unfavorable impacts on the surrounding development – increasing impervious coverage and removing landscaping opportunities. However, the site does meet all the landscaping requirements and adding the six spaces for customer parking does not seem to cause any negative impacts. The applicant intends to meet all applicable regulations and standards for the Special Use of an automobile service station, and any recommendations deemed necessary from the Planning Commission or City Council.

ALTERNATIVES/ISSUES:

IMPACTS:

- The surrounding area currently has access to City water, sewer, and stormwater, making the subject property suitable for development.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS: The subject property is part of South Lake Addition, Section 12. In response to the questions at the Pre-Development meeting regarding detention, the project engineer for Olsson and Associates agreed to rerun the calculations to make sure the detention pond has adequate capacity for the proposed development prior to the submittal for a building permit.

TRAFFIC ENGINEER: The City Traffic Engineer stated a Traffic Impact Analysis (TIA) was completed and submitted with the plat in May of 2007; the existing TIA meets the requirements for this proposed development.

UTILITIES: Water and sewer are adjacent to the existing property and available for connection.

CONCLUSION: Staff forwards this request for Special Use of an Automobile Service Station, in the C-1, Local Commercial District, and Ordinance O-2425-4 for consideration by Planning Commission and recommendation to City Council.

PLANNING COMMISSION RESULTS: At their meeting of September 12, 2024, Planning Commission recommended adoption of Ordinance No. O-2425-4 by a vote of 5-0.

O-2425-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)

- § 1. WHEREAS, South Lakes Group, LLC has made application to have Special Use for Automobile Service Station on the property described below in the C-1, Local Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on September 12, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Automobile Service Station in the C-1, Local Commercial District, for the following described property, to wit:

Lot 3, Block 1 of South Lake Addition Section 12, City of Norman, Cleveland County, Oklahoma

Said tract contains 1.236 acres more or less.

§ 5. Further, pursuant to the provisions of Section 36-560 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the Site Plan, and supporting documentation, which are made a part hereof.

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

ADOPTED this _____ day of _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

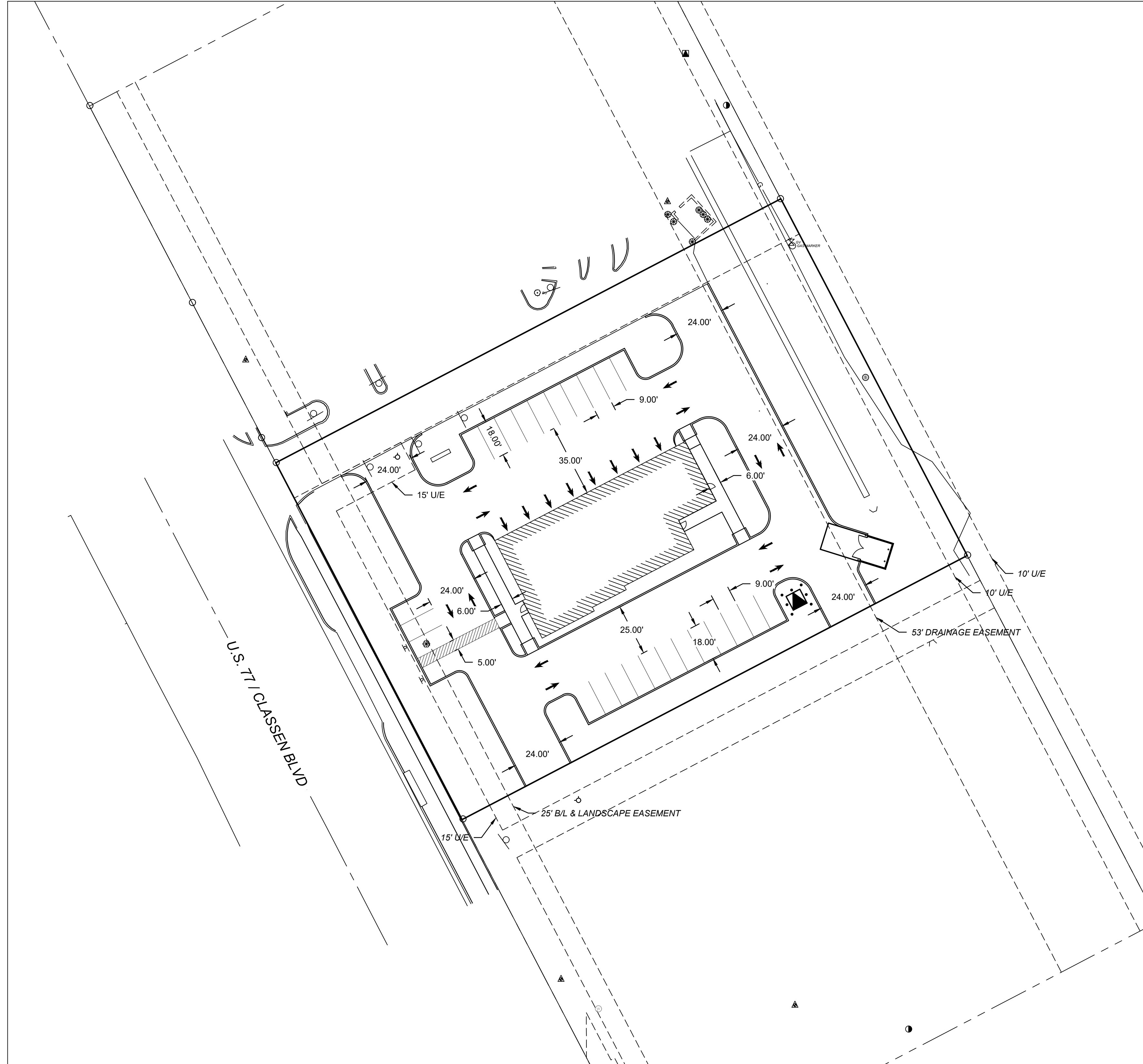
(Mayor)

(Mayor)

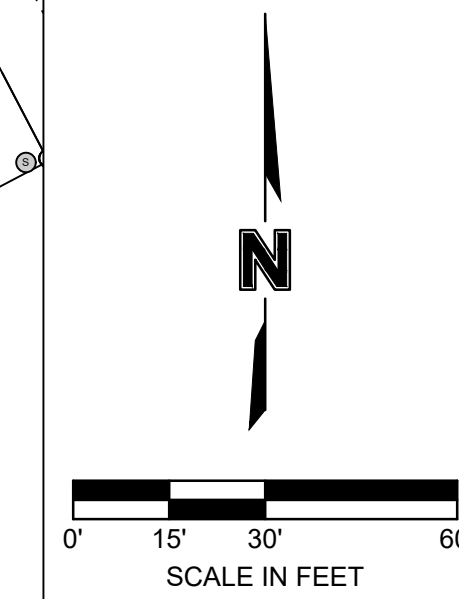
ATTEST:

(City Clerk)

BRAKES PLUS NORMAN, OK



LEGEND	
	PROPERTY BOUNDARY
	EXISTING EASEMENT
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	PROPOSED BUILDING



DWG: F:\2024\03501-04000\024-03804\40-Design\AutoCAD\Final Plans\Xref\C_PBASE-2_02403804.dwg USER: sdarr
 DATE: Sep 05, 2024 11:23am XREFS: V_XBNDY_02403804 V_XALT_02403804 C_XTOPO_02403804



-CAUTION-
 THE LOCATION OF UNDERGROUND UTILITIES DEPICTED ON THESE DRAWINGS ARE BASED ON VISUAL SURFACE EVIDENCE AND/OR AS-BUILT DRAWINGS PROVIDED BY OTHERS AND, THEREFORE, MAY NOT REPRESENT ALL UTILITIES PRESENT OR THEIR ACTUAL LOCATIONS. IT IS THE CONTRACTORS RESPONSIBILITY FOR COORDINATING WITH INDIVIDUAL UTILITY OWNERS TO ASCERTAIN THE EXACT LOCATION OF EXISTING UTILITIES AT SPECIFIC POINTS OF CONNECTION AND FOR NOTIFYING AHJ PRIOR TO ANY EXCAVATION ON SITE.

Item 4

Oklahoma Certificate of Authorization
 #C24283 Renewal Date: 06-30-2025
 11600 Broadway Ex. Suite 300
 Oklahoma City, OK 73114
 TEL: 405.242.6800 www.olsson.com

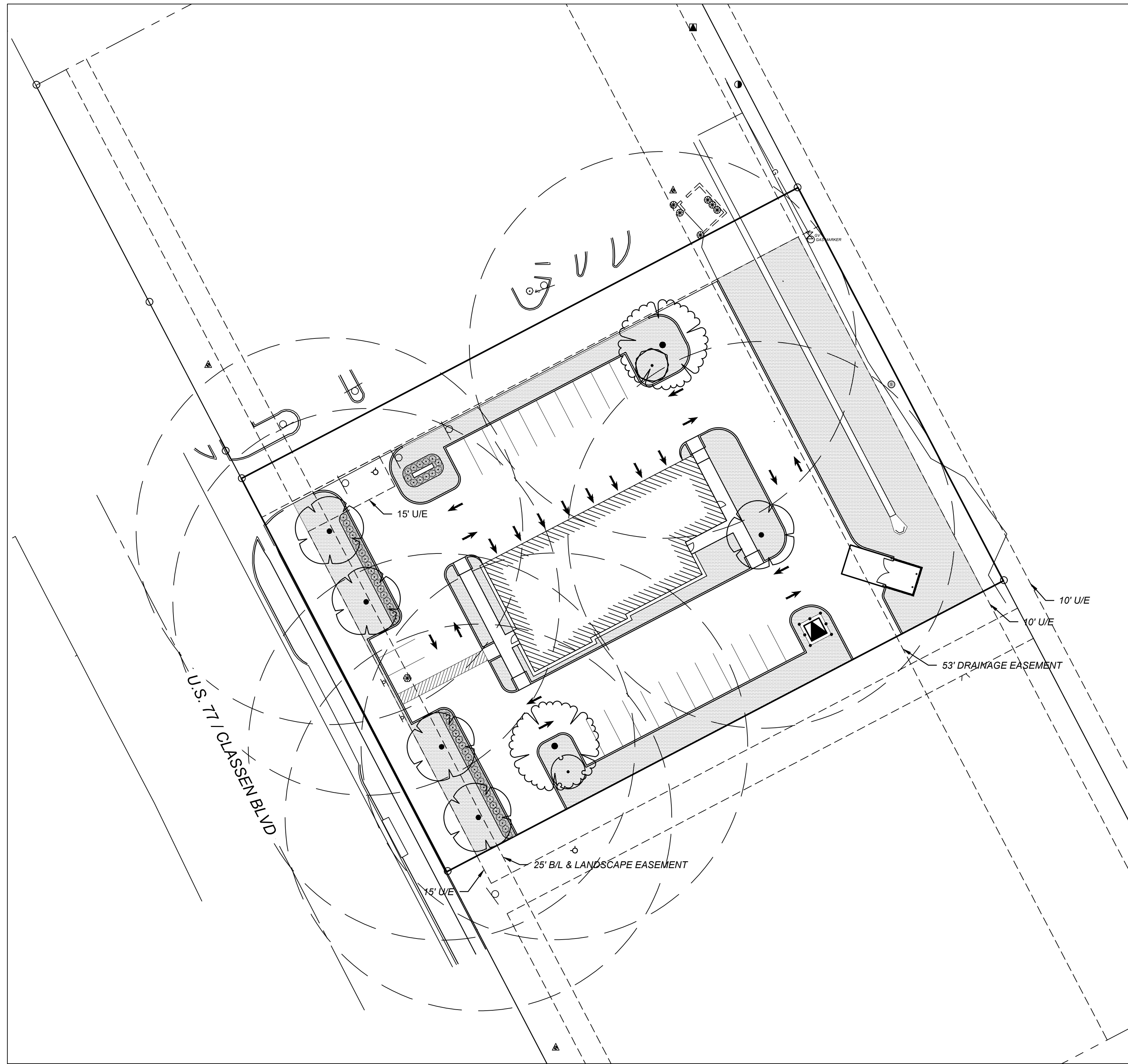
PRELIMINARY
 NOT FOR
 CONSTRUCTION

REV. NO.	DATE	REVISIONS DESCRIPTION

CONCEPT SITE PLAN
 BRAKES PLUS SOUTH NORMAN
 NORMAN, OK

drawn by: SCD
 checked by: _____
 approved by: _____
 QA/QC by: _____
 project no.: 024-03804
 drawing no.: _____
 date: 09.05.24

BRAKES PLUS NORMAN, OK



LEGEND

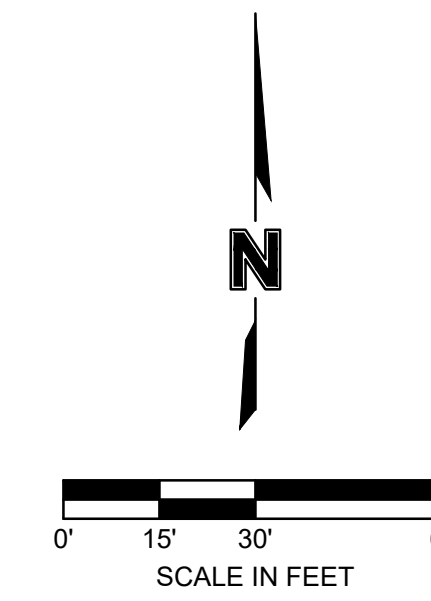
	PROPERTY BOUNDARY
	EXISTING EASEMENT
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	PROPOSED BUILDING

PLANT SCHEDULE									
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER TYPE	M. HT.	M. WTH.	WATER
TREES									
	OC	1	CERES CANADENSIS 'OKLAHOMA'	OKLAHOMA REDBUD	1.5" CAL. 8' HT.	B&B			
	MP	1	MALLUS X 'PRAIRIFIRE'	PRAIRIFIRE CRABAPPLE	1.5" CAL. 8' HT.	B&B			
	NS	2	NYSSA SYLVATICA	BLACK OLM	1.5" CAL. 8' HT.	B&B			
	OS	5	QUERCUS SHUMARDII	SHUMARD OAK	1.5" CAL. 8' HT.	B&B			
SHRUBS									
	AR	55	ABELIA X 'ROSE CREEK'	ROSE CREEK ABELIA	3 GAL.	CONTAINER	2'-3'	3'-4'	MEDIUM

MEASURE CALIPER 8" ABOVE GRADE
SHRUBS SHALL BE 24" IN HEIGHT AFTER INSTALLATION AND INITIAL PRUNING

HATCH LEGEND

	SOD
	ROCK MULCH - 2"-4" WASHED RIVER ROCK



olsson

Oklahoma Certificate of Authorization
#C24283, Renewal Date: 06-30-2025
11600 Broadway Ex., Suite 300
Oklahoma City, OK 73114
TEL: 405.242.6800
www.olsson.com

PRELIMINARY
NOT FOR
CONSTRUCTION

REV. NO.	DATE	REVISIONS DESCRIPTION

CONCEPT LANDSCAPE PLAN
BRAKES PLUS SOUTH NORMAN
NORMAN, OK

drawn by:	SCD
checked by:	
approved by:	
QA/QC by:	
project no.:	024-03804
drawing no.:	
date:	09-06-24

SHEET
3



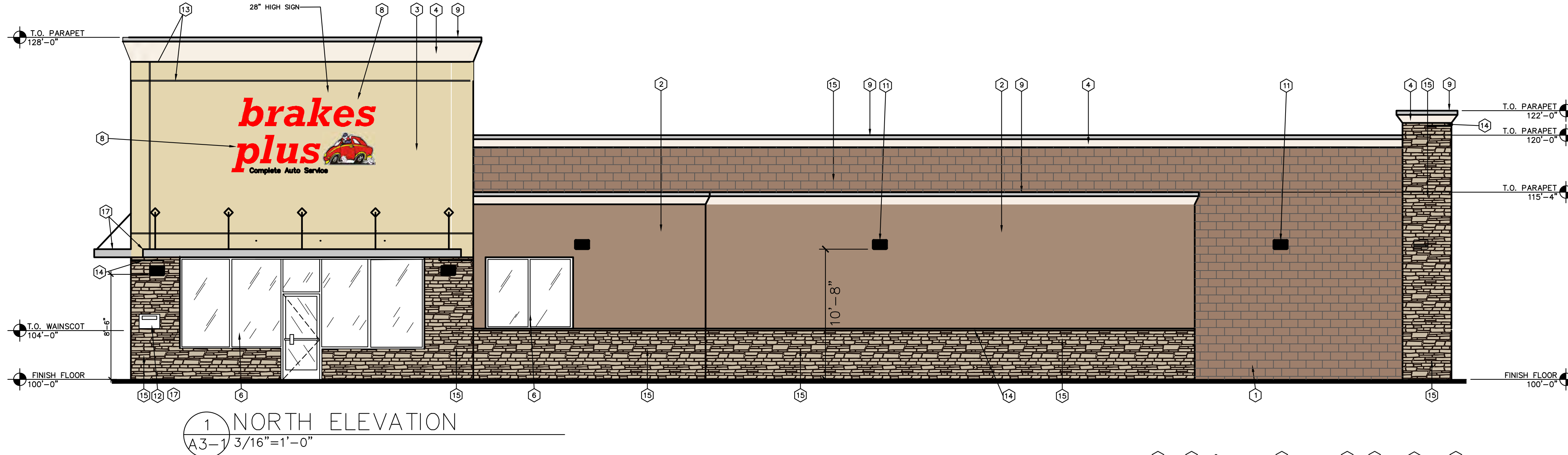
—CAUTION—

THE LOCATION OF UNDERGROUND UTILITIES DEPICTED ON THESE DRAWINGS ARE BASED ON VISUAL SURFACE EVIDENCE AND/OR AS-BUILT DRAWINGS PROVIDED BY OTHERS AND, THEREFORE, MAY NOT REPRESENT ALL UTILITIES PRESENT OR THEIR ACTUAL LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR COORDINATING WITH INDIVIDUAL UTILITY OWNERS TO ASCERTAIN THE EXACT LOCATION OF EXISTING UTILITIES AT SPECIFIC POINTS OF CONNECTION AND FOR NOTIFYING AHJ PRIOR TO ANY EXCAVATION ON SITE.

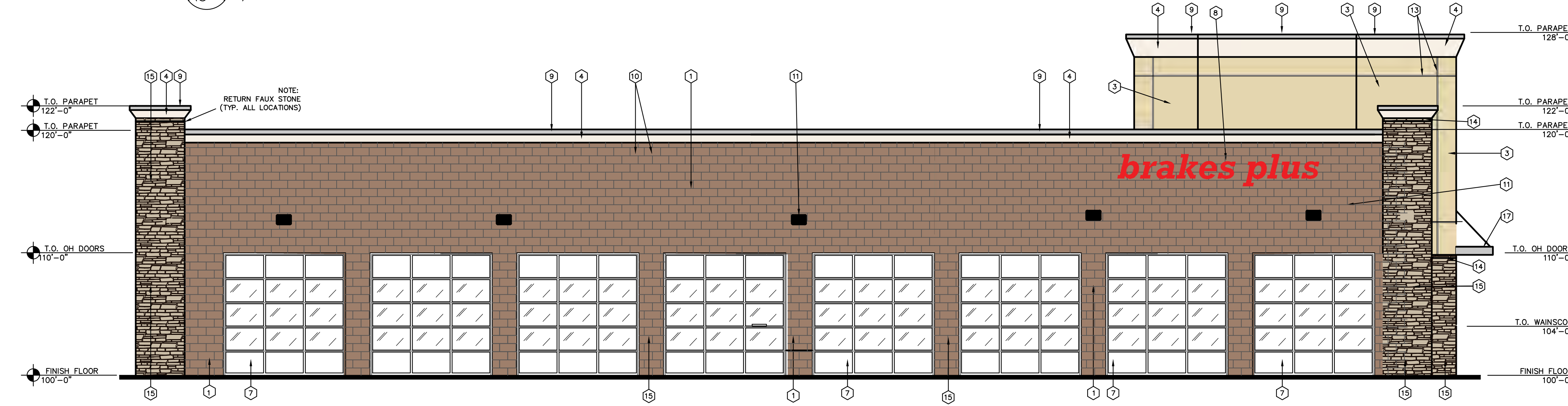
KEYNOTES

- 1. SMOOTH FACE CONCRETE BLOCK BY BEST BLOCK COLOR: MEDIUM BROWN
- 2. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #2835 CRAFTSMAN BROWN
- 3. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #2834 BIRDSEYE MAPLE
- 4. EIFS - INTEGRAL COLOR TO MATCH SHERWIN WILLIAMS #6105 DIVINE WHITE
- 5. METAL MAN DOOR. PAINT TO MATCH MASONRY
- 6. ALUMINUM/GLASS STOREFRONT CLEAR ANODIZED ALUMINUM
- 7. ALUMINUM SECTIONAL OVERHEAD DOORS CLEAR ANODIZED ALUMINUM
- 8. ILLUMINATED SIGNAGE (UNDER SEPARATE PERMIT)
- 9. PRE-FINISHED METAL CAP FLASHING PREFINISHED TO MATCH FINISH ANODIZED STOREFRONT FRAMING
- 10. NOT USED.
- 11. DECORATIVE LIGHT FIXTURE.
- 12. KEY DROP BOX
- 13. 1 1/2" X 3/4" REVEAL
- 14. WATER SILL - FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE CV-20046
- 15. FAUX STONE - CULTURED STONE - WHITE OAK COUNTRY LEDGESTONE CV-20046
- 16. METAL HVAC GRILLE - PAINT TO MATCH BLOCK
- 17. METAL AWNING - BERRIDGE "ZINC-COTE"

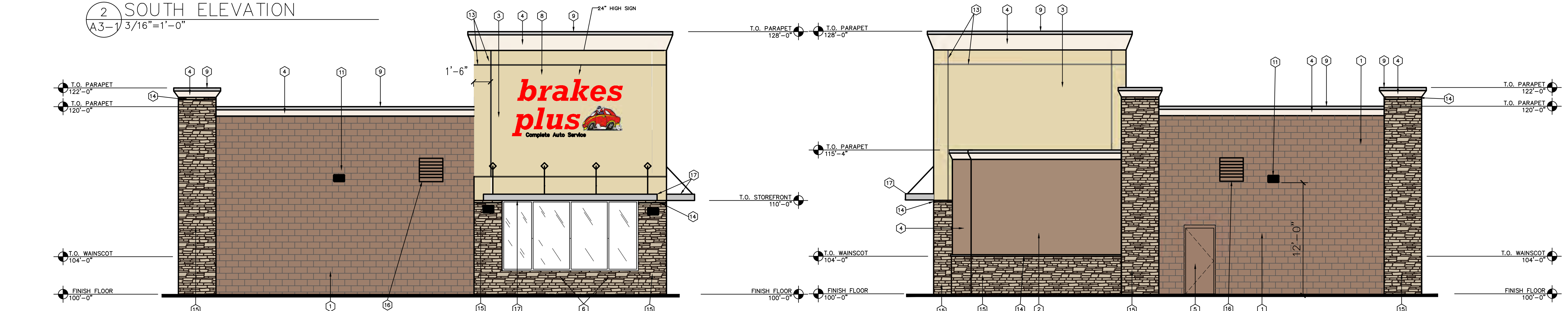
Building Size: 4,975 Sq feet



1 NORTH ELEVATION
A3-1 3/16"=1'-0"



2 SOUTH ELEVATION
A3-1 3/16"=1'-0"



3 EAST ELEVATION
A3-1 3/16"=1'-0"

4 WEST ELEVATION
A3-1 3/16"=1'-0"

BRAKES PLUS
PROTOTYPE EXTERIOR ELEVATIONS

REVISION	DATE	COMMENTS

ARCODEV JOB #: _____
 CLIENT JOB #: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE OF ISSUE: 06.25.24

SHEET
A3-1
EXTERIOR ELEVATIONS

Applicant: South Lakes Group, LLC

Project Location: 3301 Classen Blvd

Case Number: PD24-12

Time: 5:30 p.m.

Applicant Representative:

Jason Mohler
Dax Ogden

Attendees:

Jay Cervil

City Staff:

Justin Fish, Planner I

Application Summary:

The applicant submitted a request for a special use permit for an automobile service station. The property located at 3301 Classen Boulevard is currently zoned C-1, Local Commercial District.

Neighbor's Comments/Concerns/Responses:

There was one attendee present for the meeting. The attendee voiced concerns that the detention for the subject lot was not adequate. This inadequacy could in turn lead to drainage problems. The representative stated that these concerns would be addressed.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/12/2024

REQUESTER: South Lakes Group, LLC

PRESENTER: Kelly Abell, Planner I

ITEM TITLE: CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)

GENERAL INFORMATION

APPLICANT: South Lakes Group LLC

LOCATION: 3301 Classen Blvd.

WARD: 5

REQUESTED ACTION: Rezoning from C-1, Local Commercial District, to C-1, Local Commercial District, with Special Use for Automobile Service Station

LAND USE PLAN DESIGNATION: Commercial

GROWTH AREA DESIGNATION: Current Urban Service Area

BACKGROUND: The subject property is currently zoned C-1, Local Commercial District, which does not allow for automobile service stations without the granting of a special use. Situated in an active commercial corridor along Classen Blvd., the 1.24-acre parcel is currently vacant. The applicant intends to construct a Brakes Plus (automobile service station - auto repair shop with services including oil changes, brake repair, alignments, etc.). The proposed site plan depicts one 4,975 square-foot building and associated parking areas. Applicant has been informed that the project must meet all pertinent Zoning Ordinance requirements for commercial

projects, including landscaping, recommended parking, building requirements, and commercial outdoor lighting standards.

PROCEDURAL REQUIREMENTS:

GREENBELT COMMISSION MEETING: This property is already platted, therefore Greenbelt was not a requirement.

PRE-DEVELOPMENT: PD24-12, August 22, 2024

The neighbor who attended this meeting had concerns about the detention and suggested the detention is inadequate; they thought this should be addressed prior to adding development on the parcel. (See Public Works section below.)

BOARD OF PARKS COMMISSIONERS: This project was not required to present at the Board of Parks Commissioners because it is not a residential preliminary plat.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to Sec. 36-560, Special Uses:

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

STAFF ANALYSIS: The applicant proposes to construct a Brakes Plus (automobile service station), a 4,975 square-foot building, with an associated 25-space parking area. The project is surrounded by restaurants to the north, a dental office to the south, public storage to

the west, across State Highway 77, and open parkland to the east. Development of an automobile service station on this site would not be detrimental to the surrounding uses. Special Use for an automobile service station parking recommendations (Sec. 36-548 (C)) are two (2) spaces per service bay, one (1) each per service vehicle and one (1) space for every two employees. The applicant expressed that a typical Brakes Plus project will include eight (8) service bays and five to six (5-6) employees on site at any given time, resulting in a recommended nineteen (19) spaces. Six (6) additional spaces for customer parking, for a total of 25-spaces on-site, are proposed for this project. Over-parking could cause unfavorable impacts on the surrounding development – increasing impervious coverage and removing landscaping opportunities. However, the site does meet all the landscaping requirements and adding the six spaces for customer parking does not seem to cause any negative impacts. The applicant intends to meet all applicable regulations and standards for the Special Use of an automobile service station, and any recommendations deemed necessary from the Planning Commission or City Council.

ALTERNATIVES/ISSUES:

IMPACTS:

- The surrounding area currently has access to City water, sewer, and stormwater, making the subject property suitable for development.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT AND BUILDING PERMIT REVIEW: Items regarding fire hydrants, fire and building codes will be considered at the building permit stage.

PUBLIC WORKS: The subject property is part of South Lake Addition, Section 12. In response to the questions at the Pre-Development meeting regarding detention, the project engineer for Olsson and Associates agreed to rerun the calculations to make sure the detention pond has adequate capacity for the proposed development.

TRAFFIC ENGINEER: The City Traffic Engineer stated a Traffic Impact Analysis (TIA) was completed and submitted with the plat in May of 2007; the existing TIA meets the requirements for this proposed development.

UTILITIES: Water and sewer are adjacent to the existing property and available for connection.

CONCLUSION: Staff forwards this request for Special Use of an Automobile Service Station, in the C-1, Local Commercial District, and Ordinance O-2425-4 for consideration by Planning Commission and recommendation to City Council.

NON-CONSENT ITEMS**3301 Classen Blvd. Special Use**

4. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR AUTOMOBILE SERVICE STATION IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT 3, BLOCK 1 OF SOUTH LAKE ADDITION SECTION 12 OF THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3301 CLASSEN BLVD.)

ITEMS SUBMITTED FOR THE RECORD

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

Staff Presentation

Kelly Abell, Planner I, presented the staff report.

Applicant Presentation

Ashley Bernatski, Brakes Plus, presented on the proposed Special Use.

Commissioner Griffith clarified that this would just be minor auto repairs. Ms. Bernatski responded to this question stating yes it is only minor repairs.

Motion by Commissioner McClure to recommend approval of Ordinance O-2425-4; **Second** by Commissioner Jablonski.

The motion passed with a vote of 5-0.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

ADJOURNMENT

The meeting was adjourned at 5:44 p.m.

Passed and approved this _____ day of _____ 2024.

Planning Commission

File Attachments for Item:

5. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION VALUED AT \$7,800 FROM DENVER CEMETERY ASSOCIATION FOR FILL MATERIAL TO BE USED BY THE PUBLIC WORKS DIVISION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION VALUED AT \$7,800 FROM DENVER CEMETERY ASSOCIATION FOR FILL MATERIAL TO BE USED BY THE PUBLIC WORKS DIVISION.

BACKGROUND:

Section 12-111 of the City Code requires that the City Council accept all donations valued greater than \$250 received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following item for acceptance and use by the Public Works Streets Division.

DISCUSSION:

On August 2, 2024, staff began correspondence with representative of the Denver Cemetery located on 108th Avenue SE north of Lindsey Street. The Denver Cemetery has compiled a sizeable stockpile of excess material generated over years of ceremonial service and is offering to donate material to the City of Norman for use in general construction and maintenance activities.

The Public Works Street Division Policy S25.7 has been attached and encourages the reuse and conservation of materials whenever possible. The Denver Cemetery is offering an estimated surplus of 120 tons of fill material. This stockpile is estimated to be \$7,800.00 in market value. This offering will allow staff to remove material from Denver cemetery and stockpile the excess materials at the Lindsey Yard facility for reuse on construction and maintenance projects citywide as needed.

To collect the donated materials, City Staff will need to enter the Denver Cemetery property. City legal has prepared a right of access to accomplish this in a manner that will avoid undue legal exposure to the City.

RECOMMENDATION:

Staff recommends the acceptance of Donation from Denver Cemetery for fill material valued at \$7,800.00.

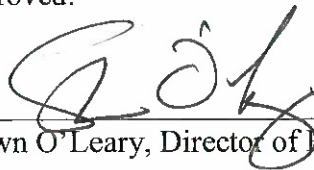


Street Maintenance - Material Conservation
Material Conservation Plan

office memorandum

The City of Norman Public Works Department encourages all contractors and staff to plan projects to reduce the amount of spoils produced on projects. When possible, the recycling of used materials from projects is encouraged. This may include using asphalt millings in mix designs, concrete rubble being utilized for rip rap and fill, structural steel will be collected and taken for recycling, and earthen materials being stockpiled on the job or other location for eventual reuse. The recycle/reuse will minimize the mining of raw materials for projects and aid in environmental issues created by removing spoils to landfill locations. This plan will aid in Norman's goal to be a cleaner and greener city.

Approved:



Shawn O'Leary, Director of Public Works

10/11/2022

Date



Joseph Hill, Public Works Streets Program Manager

10/11/2022

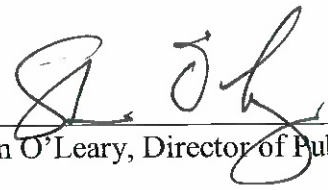
Date



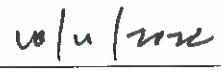
Street Maintenance – Pavement Cut Restoration
Pavement Cut Restoration Policy

All pavement cuts, whether related to underground utility installation and maintenance or general pavement maintenance shall conform to City of Norman Standard Specifications and Construction Drawings. Standard Drawing ST20 (attached) details requirements for pavement cut restoration. It shall be at the discretion of the City Engineer or their designee if any deviation from the standard drawing is requested.

Approved:



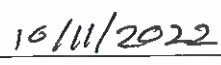
Shawn O'Leary, Director of Public Works



Date



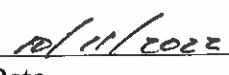
Scott Sturtz, Public Works City Engineer



Date

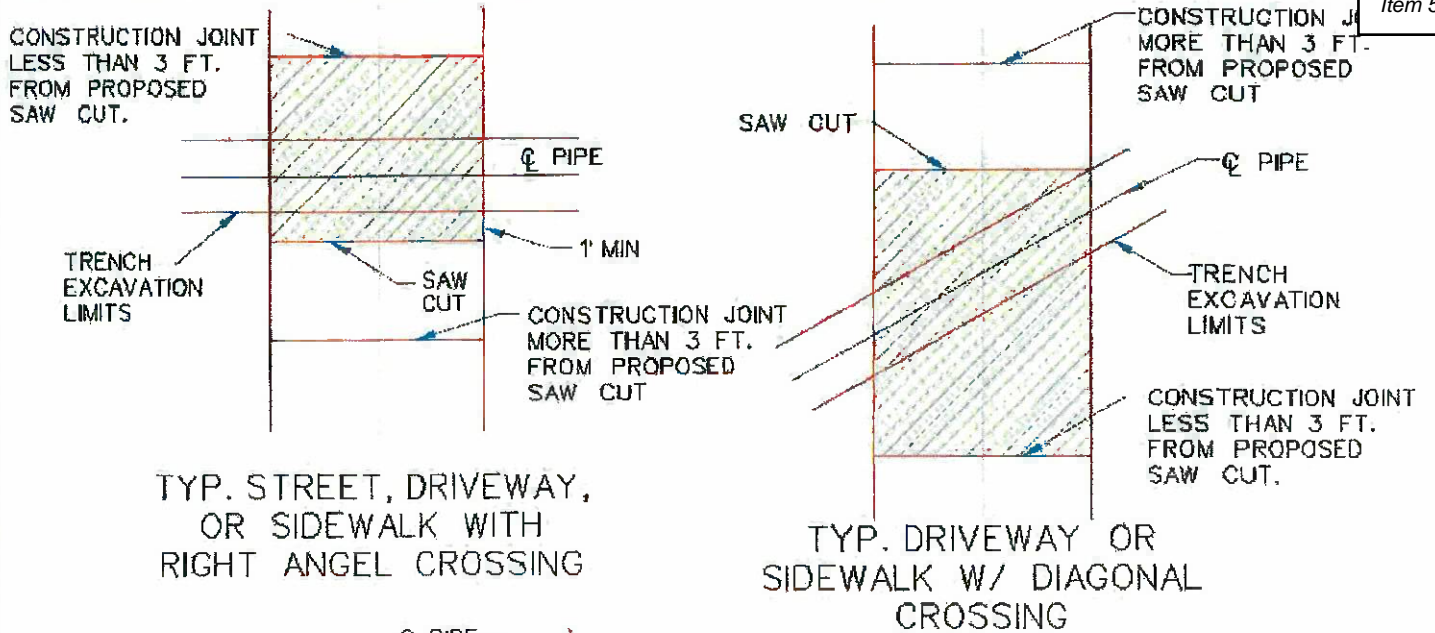


Joseph Hill, Public Works Streets Program Manager



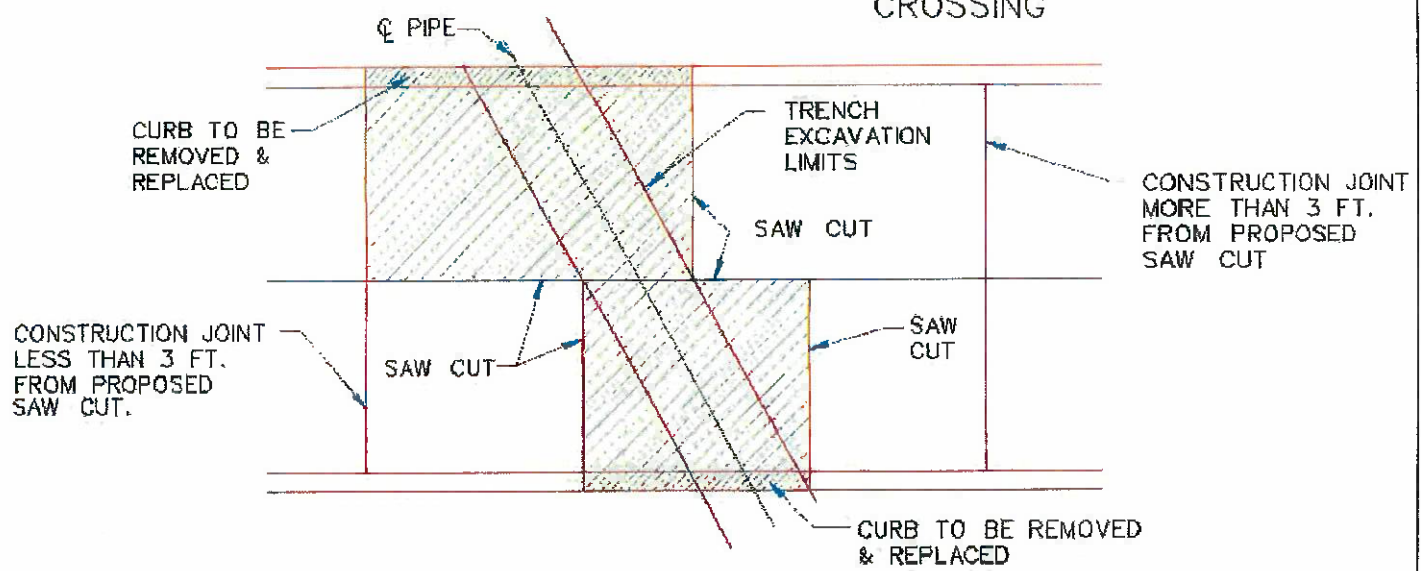
Date

office memorandum



TYP. STREET, DRIVEWAY,
OR SIDEWALK WITH
RIGHT ANGEL CROSSING

TYP. DRIVEWAY OR
SIDEWALK W/ DIAGONAL
CROSSING



TYPICAL STREET WITH DIAGONAL CROSSING

- NOTES:
1. REMOVE AND REPLACE PAVEMENT WITHIN SHADED AREAS BOUNDED BY SAW CUTS AND/OR CONSTRUCTION JOINTS.
 2. FOR DIAGONAL CROSSING, REPLACE PAVEMENT USING SQUARED CUTS, AS SHOWN. PAY QUANTITY WILL INCLUDE SQUARED AREA.
 3. REMOVE AND REPLACE PAVEMENT TO CONSTRUCTION JOINT IF LESS THAN 3 FT. FROM PROPOSED SAW CUT. EXTRA AREA WILL BE INCLUDED IN PAY QUANTITY.
 4. FOR LONGITUDINAL INSTALLATIONS: REMOVE AND REPLACE PAVEMENT AND CURB TO EDGE OF STREET, IF THE SAW CUT IS LESS THAN 3 FT. FROM THE OUTSIDE EDGE OF THE PAVEMENT OR CURB. AVOID SAW CUTS IN THE EXISTING WHEEL LINE. TRENCHES EXCEEDING 300 L.F. SHALL BE BACKFILLED AND MADE DRIVEABLE.
 5. ALL CONSTRUCTION JOINTS SHALL BE REESTABLISHED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS FOR PORTLAND CEMENT CONCRETE PAVEMENT, WHEN A PAVEMENT SECTION IS REMOVED ALONG AN EXISTING LONGITUDINAL CONSTRUCTION JOINT, THE NEW PAVEMENT SHALL BE DOWELLED TO THE PAVEMENT ADJACENT TO THE JOINT.

STANDARD PAVEMENT CUTS

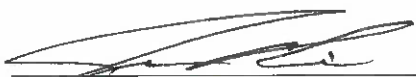
City Engineer Approval:		CITY OF NORMAN, OKLAHOMA	
Approval Date:	Revision Date: 5-24-99	Rev. No. 1	DRAWING NO. ST 20



Street Maintenance – Guardrails and Impact Attenuators
Guardrail and Impact
Attenuators Maintenance Policy

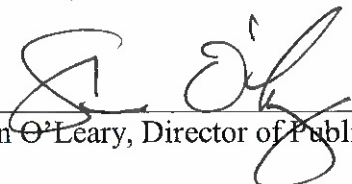
This is the City of Norman’s Street Division policy for maintenance and repairs of guardrails and impact attenuators. The City contracts with a qualified company for the installation, maintenance, and repairs to all guardrails and impact attenuators maintained in the City of Norman. The City is responsible for contracting and ensuring installation and/or repairs have been completed prior to the authorization of payment for services. The City considers all guardrails a priority for repairs for public safety.

Approved:



Joseph Hill, Public Works Streets Program Manager

10/10/2022
Date



Shawn O'Leary, Director of Public Works

10/4/2022
Date

office memorandum



Street Maintenance – Graffiti Removal from Public Infrastructure
Removal of Graffiti Policy

This is the City of Norman’s Street/Stormwater Division formal policy for removing graffiti from public infrastructure. All requests for graffiti removal will be checked within two (2) working days to determine if it is located on public infrastructure or private property. If the graffiti is located on public infrastructure, it will be scheduled to be removed or covered within three (3) working days weather permitting.

Approved:



Joseph Hill, Public Works Streets Program Manager

10/11/2020
Date



Shawn O'Leary, Director of Public Works

10/11/2022
Date

office memorandum



Snow & Ice Control – Personnel Scheduling
12 Hour Shift Policy

This is the City of Norman’s Street Division formal policy for 12 hour shift policy. The superintendent or their designee will schedule (designate) personnel to work a maximum of a 12 hour shift rotation for the duration of the snow/ice event. Two (2) 12 hour shifts will be required to provide 24 hour coverage. The supervisor or their designee will contact and work with other departments and divisions if additional personnel are required. It is the goal of this policy to rotate effected personnel on 12 hour shifts, alternating between snow/ice events, so no one crew will be scheduled to work the 12 hour night shift for the entire winter snow/ice season.

office memorandum

Approved:



Joseph Hill, Public Works Streets Program Manager

10/11/2022
Date



Shawn O'Leary, Director of Public Works

10/11/2022
Date



Snow & Ice Control – Loading Procedures
Loader Policy

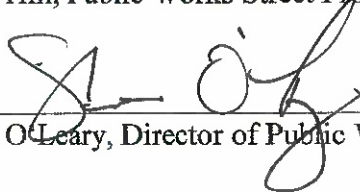
This is the City of Norman’s Street Division formal policy for loader operations. Any employee who has received training in loader operations and has been observed by supervisory personnel as proficient in the equipment use will be permitted to load trucks for snow/ice operations. This training will be performed by, but not limited to, a certified instructor, or a previously trained employee.

Approved:



Joseph Hill, Public Works Street Program Manager

10/11/2022
Date



Shawn O'Leary, Director of Public Works

10/11/2022
Date


office memorandum



Snow & Ice Control – Snow Operation Damages
Claims Policy

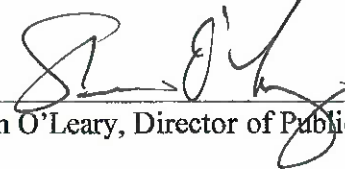
This is the City of Norman’s Street Division formal policy to address claims for damages against the city. Oklahoma Statute 51-156(d) identifies that a claim against a political subdivision shall be in writing and filed with the office of the clerk of the governing body. Article V. City Clerk Section 1(b) of The Code of Ordinances provides the local documentation for the City Clerk to have custody and be responsible in the City of Norman.

Approved:



Joseph Hill, Public Works Streets Program Manager

10/11/2022
Date



Shawn O'Leary, Director of Public Works

10/11/2022
Date

office memorandum



Snow & Ice Control – Parking Limitations
Abandoned or Disabled Vehicles Policy

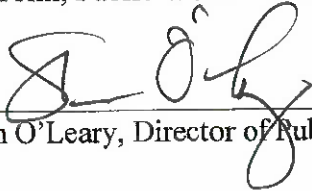
This is the City of Norman’s Street Division formal policy for removing abandoned or disabled vehicles. All abandoned or disabled vehicles on established routes where parking is prohibited will be turned over the Norman Police Department for remediation.

Approved:



Joseph Hill, Public Works Streets Program Manager

10/4/2022
Date



Shawn O’Leary, Director of Public Works

10/4/2022
Date

office memorandum

August 29, 2024

Mr. Joseph Hill,
Streets Program Manager
City of Norman-Public Works Streets Division
688 E. Lindsey Street
Norman, Ok 73071

Denver Cemetery was established in 1891. On March 28, 1977, Denver Cemetery Association was formed as a non-profit. The tax Identification number is 73-1006392. The address is 701 108th Ave S.E., Norman, OK 73026.

The Board of Trustees would like to donate the stockpile of surplus dirt to the City of Norman. There would be 10 truck loads @ 12 yards per truck, for a total of 120 tons of material valued at \$65.00 per ton for a total value of \$7,800.00. I may be contacted to address any questions or logistical issues at 405-364-2429 or via email mikem@ou.edu

Respectfully,



Mike Montgomery
Board Member-Superintendent

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF TRUSTEES OF
DENVER CEMETERY ASSOCIATION**

September 26, 2024

The undersigned, being all of the Trustees of Denver Cemetery Association, an Oklahoma nonprofit nonstock corporation (the "Corporation"), by our respective signatures below hereby consent to, agree to and adopt the following actions on behalf of and in the name of the Corporation to the same extent and effect as if all such actions were taken upon resolutions duly made, seconded and unanimously adopted at a formal Special Meeting of the Board of Trustees held on the date set forth above pursuant to due call and notice thereof as required by the Bylaws of the Corporation and the laws of the State of Oklahoma, to-wit:

WHEREAS, a substantial amount of soil spoil piles have accumulated on the property of the Corporation making those portions of the property unusable for grave plots or other cemetery uses;

WHEREAS, an arrangement has been proposed to contribute the soil in such spoil piles to the City of Norman (the "City") in exchange for the removal thereof by the City; and

WHEREAS, the City has presented to the Corporation a Limited Right of Entry agreement to memorialize such arrangement, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation contribute the soil spoil piles on its property to the City in exchange for the removal thereof by the City;

RESOLVED FURTHER, that the Limited Right of Entry be, and is hereby, approved and accepted in substantially the form attached hereto;

RESOLVED FURTHER, that Michael R. Montgomery be, and is hereby, designated as Chairman of the Board of Trustees for the purpose of executing the Limited Right of Entry on behalf of the Corporation, and is so authorized to execute the Limited Right of Entry with such changes therein as he may deem necessary, advisable, or convenient and in the best interest of the Corporation; and

RESOLVED FURTHER, that all actions previously taken by any Trustee or officer of the Corporation in contemplation of the contribution of the soil spoil piles to the City and/or the negotiation of the Limited Right of Entry be, and they are hereby, ratified, confirmed and approved.

There being no further business to be considered as of the date set forth above, this Unanimous Consent to Action by the Board of Trustees of the Corporations is closed.

[Signature Page Follows]

**Unanimous Consent to Action
By the Board of Trustees of
Denver Cemetery Association**

BOARD OF TRUSTEES:

Michael R. Montgomery
Michael R. Montgomery, Trustee

Date: 9-27-2024

Melinda Montgomery
Melinda Montgomery, Trustee

Date: 9-27-2024

Carolyn Thompson
Carolyn Thompson, Trustee

Date: 9/27/2024

Susan West, Trustee

Date: _____

Janie Atkins, Trustee

Date: _____

Ashley Sims, Trustee

Date: _____

Berry Simpson, Trustee

Date: _____

**Unanimous Consent to Action
By the Board of Trustees of
Denver Cemetery Association**

BOARD OF TRUSTEES:

Michael R. Montgomery, Trustee

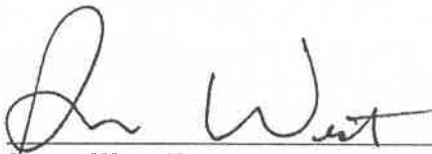
Date: _____

Melinda Montgomery, Trustee

Date: _____

Carolyn Thompson, Trustee

Date: _____



Susan West, Trustee

Date: 9-27-2024

Janie Atkins, Trustee

Date: _____

Ashley Sims, Trustee

Date: _____

Berry Simpson, Trustee

Date: _____

**Unanimous Consent to Action
By the Board of Trustees of
Denver Cemetery Association**

BOARD OF TRUSTEES:

Michael R. Montgomery, Trustee

Date: _____

Melinda Montgomery, Trustee

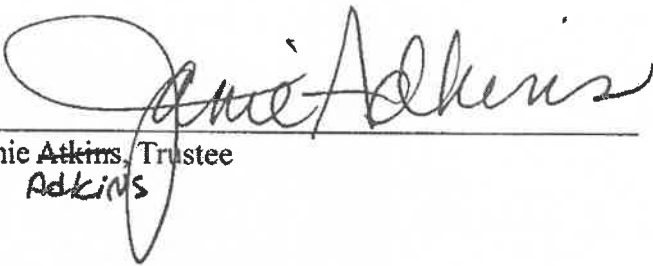
Date: _____

Carolyn Thompson, Trustee

Date: _____

Susan West, Trustee

Date: _____



Janie Atkins, Trustee
Adkins

Date: 9/27/24

Ashley Sims, Trustee

Date: _____

Berry Simpson, Trustee

Date: _____

**Unanimous Consent to Action
By the Board of Trustees of
Denver Cemetery Association**

BOARD OF TRUSTEES:

Michael R. Montgomery, Trustee

Date: _____

Melinda Montgomery, Trustee

Date: _____

Carolyn Thompson, Trustee

Date: _____

Susan West, Trustee

Date: _____

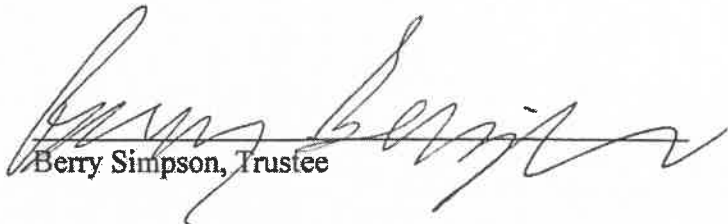
Janie Atkins, Trustee

Date: _____



Ashley Sims, Trustee

Date: 9/28/24



Berry Simpson, Trustee

Date: 27 Sept 2024

**Unanimous Consent to Action
By the Board of Trustees of
Denver Cemetery Association**

File Attachments for Item:

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$36,125.49 FROM THE ESTATE OF SANDRA "SANDY" DIANNE MCPHERSON TO BE DEPOSITED TO THE NORMAN ANIMAL WELFARE CENTER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$36,125.49 FROM THE ESTATE OF SANDRA "SANDY" DIANNE MCPHERSON TO BE DEPOSITED TO THE NORMAN ANIMAL WELFARE CENTER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Norman Animal Welfare Center often receives donations for unspecified uses. City code requires City Council's acceptance of any donation over \$250 before use or disbursement. These donations are then deposited within a dedicated account until approved for disbursement for use. The City of Norman, Norman Animal Welfare Center, has been named beneficiary of the estate of Sandra "Sandy" Dianne McPherson.

DISCUSSION:

Sandra "Sandy" Dianne McPherson died on December 11, 2023, in Norman, Oklahoma, at the age of 69. Sandy started her career at the National Severe Storms Lab in 1977 and retired from the Radar Operations Center. She loved music, especially rock and roll. She never missed a Norman Musical Festival and enjoyed listening to new artists, especially the Rhythm Chickens. Sandy played the piano, found joy in caring for her flower garden, feeding the birds, her neighbor's dogs, turtles and even opossums.

Sandy had a special bond with her fluffy white cat, Snow, who was her best friend. He brought companionship and joy to her life and was totally spoiled by Sandy. Her parents, Leon and Bernice McPherson, her sister, Susan McPherson, her former husband and friend, Larry Mudd and her long-time partner, Neil Kingsley, preceded her in death.

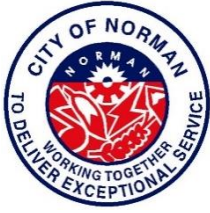
The City of Norman, Norman Animal Welfare Center, has received \$36,125.49, as a beneficiary of Sandy's estate.

RECOMMENDATION:

Based upon the above, it is recommended the City Council accept the \$36,125.49 donation and authorize the Finance Director to deposit the funds into the Other-Animal Welfare (Account 10-22431) for use by Norman Animal Welfare Center without restrictions.

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT K-2021-97: BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY, FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT K-2021-97: BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY, FOR THE NORMAN FORWARD YOUNG FAMILY ATHLETIC CENTER PROJECT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. The Norman Forward Initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as 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, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This sports and aquatic complex includes eight full-sized basketball or 12 volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-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.

The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building. NRHS committed a minimum of \$6.7 million through a contract approved by the City Council in June of 2023 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC called "N-Motion." The YFAC officially opened to the public in February of 2024.

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 September 14, 2021, NMA/City Council approved Amendment / 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 \$3,404,474.

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was \$12,875,632.

On February 22, 2022, NMA/Council approved / Amendment / GMP #3, which included bids for masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of upward construction. The total for GMP #3 was \$22,659,079.

On June 6, 2022, NMA/Council approved / Amendment / GMP #4, which included bids for miscellaneous steel, specialty doors, hanger doors, project signage, saunas, a change order for civil and utility work due to an error in the design of the project's stormwater system and various other aspects of upward construction. The total for GMP #4 was \$2,653,243.

On September 12, 2023, NMA/Council approved / Amendment / GMP #5, which included large change orders for the Video Board in the gymnasium area and building signage. The video board change included electrical upgrades and steel to support the video boards' weight, signage near the roundabout on Trae Young Drive, and building signage at the front of the building. The total for GMP #5 was \$308,751.

Construction began at the YFAC in the Fall of 2021. The project was substantially completed in March of 2024, with the facility partially opening with the gymnasium and common areas in January 2024 and the natatorium opening at the end of March 2024. All items have been completed, and the project is ready for final acceptance. The final amount of the construction contract totaled \$42,011,304. The final payment for the contractor, once all retainage is released, is in the amount of \$1,554,161.71. There are adequate funds available for this contract in the Indoor Sports Facility YFAC Project, Construction (Account 51790601-46101; Project NFP110).

RECOMMENDATION:

It is recommended that the City Council and the Norman Municipal Authority accept the NORMAN FORWARD Young Family Athletic Center Project and approve payment in the amount of \$1,554,161.71 to GE Johnson Construction Company.

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-39: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF \$171,645 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 3 ON 24th AVENUE WEST, 12th AVENUE EAST, TECUMSEH ROAD, AND A PORTION OF CLASSEN BOULEVARD AND AWARDDING MAINTENANCE BOND MB-2425-16, PERFORMANCE BOND B-2425-19, STATUTORY BOND B-2425-20 AND RESOLUTION R-2425-44, GRANTING TAX EXEMPT STATUS TO G&S SIGN SERVICES, L.L.C.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-39: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND G&S SIGN SERVICES, L.L.C., IN THE AMOUNT OF \$171,645 FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 3 ON 24th AVENUE WEST, 12th AVENUE EAST, TECUMSEH ROAD, AND A PORTION OF CLASSEN BOULEVARD AND AWARDDING MAINTENANCE BOND MB-2425-16, PERFORMANCE BOND B-2425-19, STATUTORY BOND B-2425-20 AND RESOLUTION R-2425-44, GRANTING TAX EXEMPT STATUS TO G&S SIGN SERVICES, L.L.C.

BACKGROUND:

It is important to establish a sense of entry that indicates arrival in a special place. This applies to all of the gateways into the City of Norman. For Norman, wayfinding should also be a community-wide initiative that directs travelers to the downtown area as well as to many of the other amenities of the community. The concepts of attracting businesses, residents, and visitors/tourists are closely linked to creating an aesthetically pleasing area from an architectural, streetscape and beautification standpoint.

Located within the Oklahoma City Metropolitan Area, Norman is the third largest city in the State of Oklahoma with nearly 130,000 residents. In addition, Norman is home to the University of Oklahoma. The size of the City coupled with the location of the University make Norman a destination for many tourists, visitors, and commuters.

In December, 2013, City Council adopted the Norman Signage and Wayfinding Plan. This was adopted as the first phase of an overall plan for the City of Norman. The Norman Signage and Wayfinding Plan involved significant public input into potential destinations, potential districts, development of a hierarchy of destinations, and preliminary input into sign colors and fonts. One of the conclusions of the Norman Signage and Wayfinding Plan was to embark on a follow-up process to include the “fabrication and installation of a pilot project that will help to refine the detailed design of the system components”.

In 2022, the Wayfinding Phase 1 project was completed on Lindsey Street, Chautauqua Avenue, Jenkins Avenue, and around the Municipal Complex. In March 2024, the Wayfinding Phase 2

project was completed on Flood Avenue, Tecumseh Road, and Robinson Street. Following completion of Phase 2, staff began working with our consultant, Kimley-Horn, on a Phase 3 project that would place wayfinding signs on 24th Avenue West, 12th Avenue East, Tecumseh Road, and a portion of Classen Boulevard. A map of the proposed sign location in Phase 3 is attached.

DISCUSSION:

A bid package was assembled and sent out to qualified contractors with advertisement in the local newspaper, as well. Bids were received on September 12, 2024. Only one of the four qualified contractors submitted bids on the project prior to the bid deadline. One was received three days after the bid deadline had passed. The late bid was not recorded. A copy of the Bid Record is attached. Upon opening the bids, G&S Sign Services, LLC was the apparent low bidder at \$171,645.

A capital project for Lindsey Street/Municipal Complex Wayfinding has been funded as the Lindsey St/SH9 Wayfinding Project, Construction (Account 50596611-46101; Project TR0114). This project currently has a construction balance of \$418,360, which is more than sufficient to cover the \$171,645 costs associated with Contract K-2425-39, Maintenance Bond MB-2425-16, Performance Bond B-2425-19, and Statutory Bond B-2425-20. Resolution R-2425-44 provides project agent status for G&S, to avoid the payment of sales tax on materials purchases related to the project.

RECOMMENDATION:

Staff recommends the authorization to spend \$171,645 from the Lindsey Street/SH9 Wayfinding Project, along with approval of Contract K-2425-39 and associated bonds (Maintenance Bond MB-2425-16, Performance Bond B-2425-19, Statutory Bond B-2425-20), and Resolution R-2425-44 for tax exempt status with G&S Sign Services to complete the Wayfinding Phase 3 project on 24th Avenue West, 12th Avenue East, Tecumseh Road, and a portion of Classen Boulevard.

K-2425-39

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between _____, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

WAYFINDING PHASE 3 PROJECT ON 12th AVE NE, 24th AVE WEST, TECUMSEH RD, AND A PORTION OF CLASSEN BLVD IN THE CITY OF NORMAN

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: _____ Dollars (\$ _____);

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day

of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 120 calendar days following receipt of said NOTICE-TO-PROCEED.

- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.
- 12) Neither party may assign this contract without written permission of the other party.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, 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 obligations

of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF _____)
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Submitted and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 20__, and the ____ day of _____, 20__.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title

Address: _____

Telephone: _____

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20__.

City Attorney

Approved by the City of Norman this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

_____, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of _____ to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

CONTRACTOR

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____, 20__.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Bidder

By: _____

Subscribed and sworn to before me on this _____ day of _____, 20____

My Commission Expires _____

Bid Document Addition:

To be added to section 108 of the standard bid document:

108.08 – PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

Contract Document Addition:

Payment terms - to be added to contract paragraph numbered as “2)” that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

Contractor

ATTEST:

Name and Title

PERFORMANCE BOND

Know all men by these presents, that _____ as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____ DOLLARS, (\$ _____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following project:

WAYFINDING PHASE 3 PROJECT ON 12th AVE NE, 24th AVE WEST, TECUMSEH RD, AND A PORTION OF CLASSEN BLVD IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2425-39) with THE CITY OF NORMAN, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the ____ day of _____, 20__, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the ____ day of _____, 20__.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title
Address: _____
Telephone: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title
Address: _____
Telephone: _____

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (Name & Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (Name & Title) of
_____, a _____.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ (Name & Title) partner (agent) on
behalf of _____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20__.

CITY Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Know all men by these presents that _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of _____ DOLLARS (\$ _____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

WAYFINDING PHASE 3 PROJECT ON 12th AVE NE, 24th AVE WEST, TECUMSEH RD, AND A PORTION OF CLASSEN BLVD IN THE CITY OF NORMAN

has entered into a written CONTRACT (K-2425-39) with THE CITY OF NORMAN, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to an parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20__, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the ___ day of _____, 20__.

(Corporate Seal) (where applicable)

Principal
Signed: _____

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ (Name and Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ (Name and Title) of _____,

WITNESS my hand and seal this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (Name and Title) partner (agent) on behalf of _____ a partnership.

WITNESS my hand and seal this ____ day of _____

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20__.

City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these present that _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of _____ DOLLARS (\$ _____), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**WAYFINDING PHASE 3 PROJECT ON 12th AVE NE, 24th AVE WEST, TECUMSEH RD,
AND A PORTION OF CLASSEN BLVD IN THE CITY OF NORMAN**

has entered into a written CONTRACT (K-2425-39) with THE CITY OF NORMAN, dated _____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the CITY, the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day _____ of _____, 20__, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of _____, 20__.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title
Address: _____
Telephone: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title
Address: _____
Telephone: _____

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (Name & Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,
by _____ of _____,
(Name and Title) of _____.

WITNESS my hand and seal this ____ day of _____, 20 __.

Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,
by _____ partner (agent) on behalf of
_____, a partnership.

WITNESS my hand and seal this ____ day of _____, 20 __.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20 __.

City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20 __.

ATTEST:

City Clerk

Mayor
Page 3 of 3
Maintenance Bond No. MB-2425-16

Resolution

R-2425-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING G&S SIGN SERVICES, L.L.C., AS PROJECT AGENT FOR THE INSTALLATION OF WAYFINDING SIGNS PHASE 3 PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by G&S Sign Services, L.L.C., for the Installation of Wayfinding Signs Phase 3 Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on G&S Sign Services, 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, G&S Sign Services, L.L.C., to purchase materials which are in fact used for the for the Installation of Wayfinding Signs Phase 3 Project located on 24th Avenue West, 12th Avenue East, Tecumseh Road and a portion of Classen Boulevard; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that G&S Sign Services, L.L.C., 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 _____ day of October, 2024, did appoint G&S Sign Services, L.L.C., who is involved with the Installation of Wayfinding Signs Phase 3 Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Installation of Wayfinding Signs Phase 3 Project located on 24th Avenue West, 12th Avenue East, Tecumseh Road and a portion of Classen Boulevard.

PASSED AND ADOPTED THIS _____ day of October, 2024.

Mayor (Larry Heikkila)

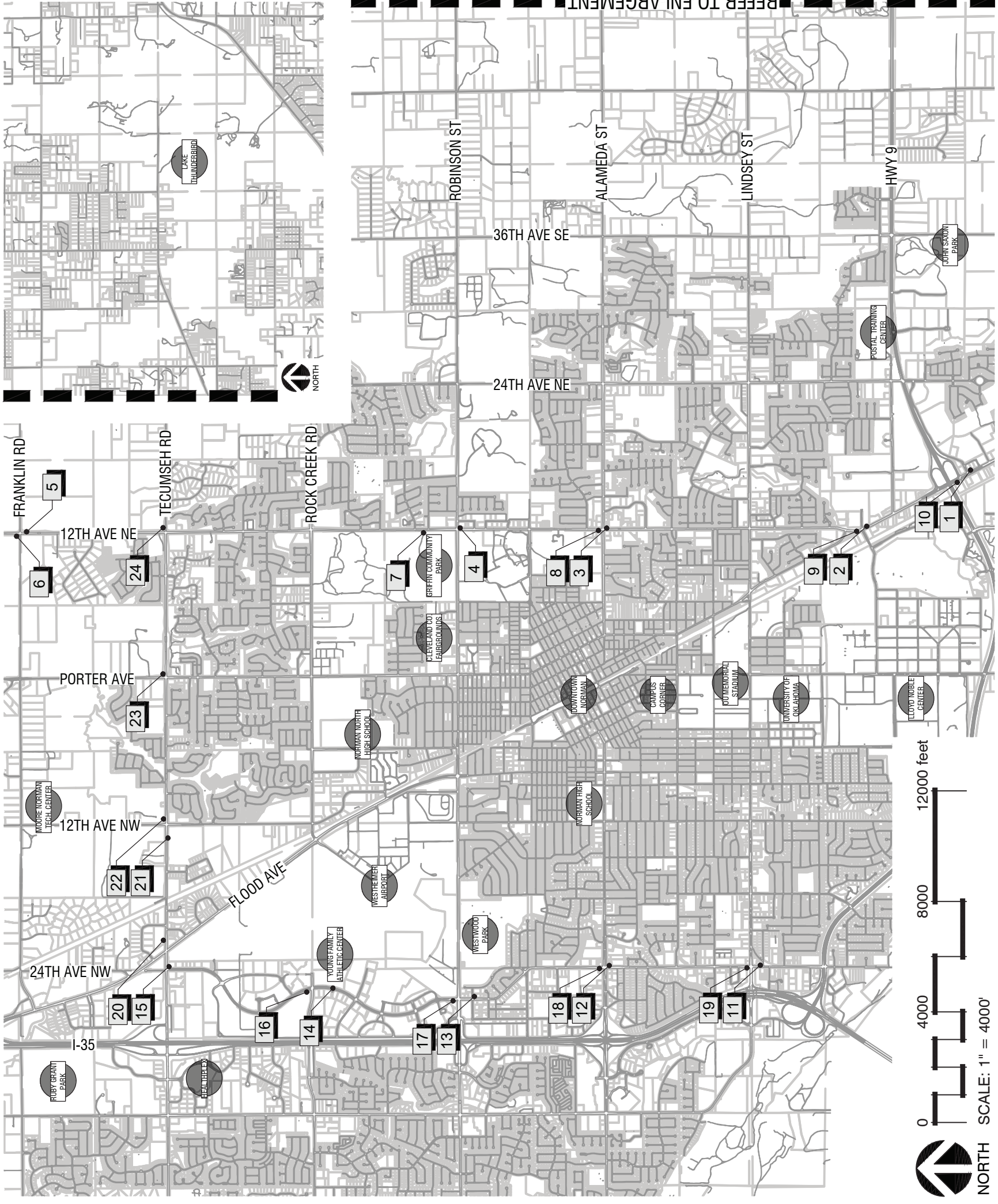
ATTEST:

City Clerk



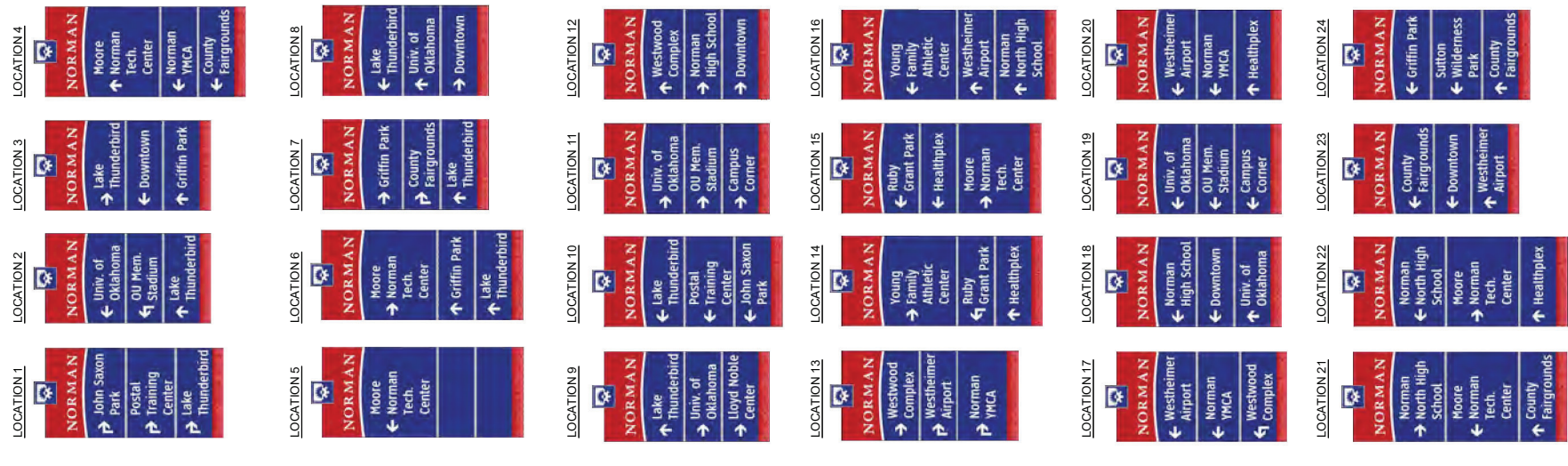
SCALE: 1" = 10000'

LAKE THUNDERBIRD



NORTH SCALE: 1" = 4000'

REFER TO ENLARGEMENT



KH PROJECT:	061298803
DATE:	2024-07-29
SCALE:	AS SHOWN
DESIGNED BY:	DAS
DRAWN BY:	CWD
CHECKED BY:	DAS

**NORMAN WAYFINDING
(PHASE 3)**
PREPARED FOR
CITY OF NORMAN
NORMAN, OK



**OVERALL SIGN LOCATION
PLAN**

SHEET NUMBER
SL-100

No.	REVISIONS	DATE	BY

BID: 2425-13

TITLE: Wayfinding Phase 3 Package

DATE: 9/12/24

BIDDER NAME	TOTAL DELIVERED PRICE				
1. G & S Signs Services LLC (OKC, OK)	\$ 171,645.00	\$ _____	\$ _____	\$ _____	\$ _____
2.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Received and Opened by: Fred Duke

Date: 9.12.24

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-56: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6951(004)AG, STATE JOB 36951(04), TO INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW WITH BART CONNER DRIVE, RESOLUTION R-2425-45, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-56: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-6951(004)AG, STATE JOB 36951(04), TO INSTALL A TRAFFIC SIGNAL AT THE INTERSECTION OF 36TH AVENUE NW WITH BART CONNER DRIVE, RESOLUTION R-2425-45, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A traffic signal at the intersection with 36th Avenue NW at Bart Conner Drive was approved for Federal Safety funds by the Association of Central Oklahoma Governments and is included in the Federal Fiscal Year 2027 Transportation Improvement Plan. The Norman City Council approved a Programming Resolution (R-2324-22) for the project on August 8, 2023. Previously, the Norman City Council had approved Contract K-1718-51 with Garver Engineers. Among other things, that Contract included the design of the traffic signal installation on 36th Avenue NW at Bart Conner Drive.

DISCUSSION:

The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by Resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney's Office. Based upon the preliminary cost estimates submitted with the grant application, the City's financial obligation in this agreement, shown on page 6 of the attached agreement, is \$26,210 as this is a 100% Federally-funded Safety Project. Plans for the project were designed by Garver Engineers. Funds remain in a completed capital project construction account for Classen Sidewalks that can be transferred into a capital project construction account for the 36th Avenue NW traffic signal installation at Bart Conner Drive. The funds remaining in the Classen Sidewalks Construction account total \$32,723.67.

RECOMMENDATION 1:

Staff recommends approval of Contract K-2425-56 and Resolution R-2425-45 with ODOT for the installation of a traffic signal at the 36th Avenue NW intersection with Bart Conner Drive in Norman.

RECOMMENDATION 2:

Staff recommends the following transfer, totaling \$32,723.67, between the two accounts shown in the table below.

Losing Account					Gaining Account				
Description	Project #	Org	Object	Transfer Amount	Description	Project #	Org	Object	Transfer Amount
Classen Sidewlk:Boyd-12SE CONST	TR0110	50597712	46101	-32,723.67	36 th NW:BartCnr & Cascade CONST	TR0109	50590076	46101	+\$32,723.67

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

SIGNALS: 36TH NW AT BART CONNER

Project No.: J3-6951(004)AG

State Job No.: 36951(04)

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
ACOG-SAFETY	03	CLEVELAND	36951(04)	J3-6951(004)AG	TRAFFIC SIGNALS	SIGNALS: 36TH NW AT BART CONNER

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 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 officers 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.

2.4 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.

2.5 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 sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor’s comprehensive compliance plans.

2.6 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.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 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
Local Government 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. § 1001 and 69 O.S. § 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 **not-to-exceed**, ACOG-SAFETY total estimated cost of **\$598,000**, as described below:

FUNDING SOURCE =>			ACOG-SAFETY		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36951(04)	Construction - (With 6% Inspection)	\$624,210	100 up to a limit of	\$598,000	Remainder	\$26,210
Total		\$	Total=>	\$598,000	Total=>	\$26,210

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG-SAFETY costs incurred by project phases (**JP 36951(04)**) 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 agreement 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 construction 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.
- 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 moved 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:
 - 1) 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 periodic 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.

- 2) 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 moved 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 ensure 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

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 agreement.

2) Nondiscrimination:

The Sponsor, with regard to the work performed by it during the agreement, 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 agreement 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 agreement, 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:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) 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 Agreement 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

13.1 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 Agreement 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.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF NORMAN

APPROVED AS TO FORM AND LEGALITY

By *Christy Lyden*
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE

Director of Project Delivery DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

RESOLUTION NO. R-2425-45

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

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. J3-6951(004)AG, State Job Number 36951(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this ____ day of _____, 2024.

CITY OF NORMAN

Mayor

ATTEST:

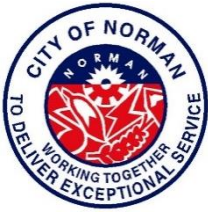
City Clerk

Approved as to form and legality this 3 day of October, 2024.

Elizabeth Clarke
City Attorney

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DIRECTV, L.L.C, FOR THE PROVISION OF INTERNET PROTOCOL ENABLED VIDEO SERVICES AND THE PAYMENT OF A PROVIDER FEE TO THE CITY FOR A PERIOD OF FIVE YEARS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Rick Knighton, Interim City Attorney

PRESENTER: Ryan J. Riddel, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DIRECTV, L.L.C, FOR THE PROVISION OF INTERNET PROTOCOL ENABLED VIDEO SERVICES AND THE PAYMENT OF A PROVIDER FEE TO THE CITY FOR A PERIOD OF FIVE YEARS.

BACKGROUND:

In 2007, AT&T approached the City of Norman about a new service it had developed called U-Verse. U-Verse is an Internet Protocol (IP) based service that is offered over existing telephone network facilities. The service includes high-speed internet access, IP-video features with more than 300 channels, video on demand, digital video recorders, and parental controls, in addition to other features. Unlike a traditional cable service provider, AT&T already has access to the public rights-of-way via its statewide franchise for telephone service. Since expanding into the IP service market, AT&T has been willing to negotiate a fee with cities that is similar to a franchise fee even though it already has access to public rights-of-way. The original contract (K-0708-47) was for a five (5) year period and provided that AT&T would pay to the City a fee equal to five percent (5%) of its gross revenues generated by these services (equal to the franchise fee paid by cable companies to operate in the public rights-of-way).

In July 2021, Southwestern Bell Telephone Company, LLC d/b/a AT&T Oklahoma transferred its U-verse IP-enabled Video Service to its affiliate DIRECTV, LLC. AT&T Oklahoma remains the owner of all underground cables, wires, and other such facilities used for the provision of AT&T Oklahoma's telecommunications business and for DIRECTV's U-verse IP-enabled Video Service. This agreement allows DIRECTV the ability to operate its IP-enabled Video Service via AT&T Oklahoma's cables, wires, and other such facilities that are currently located within public rights-of-way on similar terms as other video providers operating within the City.

Upon the expiration of the initial contract, Council approved Contract K-1213-128 in 2012, which expired on July 24, 2017. In 2017, Council approved K-1718-13, which expired on July 10, 2022. The agreement status with DIRECTV has been on a month-to-month basis and on the same terms as the previous contract until the passage of a subsequent agreement.

DISCUSSION:

The City Attorney's Office assisted with the drafting, updating, and negotiation of this contract. This contract describes duties and obligations between DIRECTV and the City of Norman that are updated to be comparable and substantively equivalent as similar agreements between the City and other cable or IP-enabled Video Services, and as similar agreements between DIRECTV and other municipalities in and around the State of Oklahoma.

Contract K-2425-57 is a "fee in lieu of franchise" agreement, wherein DIRECTV will pay a fee equal to 5% of its gross revenues to the City. DIRECTV will provide the capacity for up to four (4) "streams" or "channels" of noncommercial educational and governmental programming through DIRECTV's IP-enabled Video Service. The previous contract with AT&T provided for six (6) "streams" or "channels" for public, education, and government ("PEG") programming. The current contract reduced PEG access channel capacity to four (4) due to modern ease of access through current technology to "streaming" platforms for all purposes, including noncommercial educational and governmental programming, and to conform the terms of this agreement to current agreements between the City and other cable and Video Service providers. The term of the new contract is five (5) years.

RECOMMENDATION:

Staff recommends approval of Contract K-2425-57.

AGREEMENT

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the City of Norman, OK, a municipal corporation, hereinafter referred to as the “City,” and DIRECTV, LLC, hereinafter referred to as “DIRECTV,” with DIRECTV and City sometimes separately referred to hereinafter as a “Party,” or sometimes collectively as “Parties.”

WHEREAS, on or about July 31, 2021, Southwestern Bell Telephone Company, LLC d/b/a AT&T Oklahoma, hereinafter “AT&T Oklahoma”, transferred its U-verse IP-enabled Video Service to DIRECTV, an affiliate. AT&T Oklahoma remains the owner of all underground cables, wires, and other such facilities used for the provision of AT&T Oklahoma’s telecommunications business and for its affiliate, DIRECTV’s, U-verse IP-enabled Video Service, sometimes referred to hereinafter as “IP-enabled Video Service” or “Video Service”; and

WHEREAS, this Agreement will allow DIRECTV the ability to operate its Video Service via AT&T Oklahoma’s cables, wires, and other such facilities, which are located within the City’s rights-of-way, easements, and on City owned property, on terms similar to those of other video providers with facilities occupying the City’s rights-of-way; and

WHEREAS, DIRECTV represents that it does not own any cables, wires, and/or other facilities located in the City’s easements, rights-of-way, or on City owned property; and

WHEREAS, the City’s role as manager of public rights-of-way and easements, and as a regulator of cable services, video services, and IP-enabled video services, requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, the City Council of Norman has relied on DIRECTV’s representations and has considered all information presented to it by DIRECTV, by City staff, and the public, and has determined that DIRECTV has the technical, legal, and financial ability to operate an IP-enabled video service and to provide IP-enabled video services; and

WHEREAS, based upon such representations, the City Council of Norman has determined to grant DIRECTV a non-exclusive permit to operate IP-enabled video services in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, laws, rules, regulations, ordinances, and other governmental requirements, would be in the best interests of the City and is consistent with the public interest.

WHEREAS, the Parties understand and agree that neither Party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein.

NOW, THEREFOR, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the Parties agree as follows:

1. **Term of Agreement**: This non-exclusive Agreement shall take effect the last date of signature below by the City and by DIRECTV and shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the Parties agree to enter into good faith

negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

- (A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.
- (B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other legally authorized officer, employee, department, or board of the City.
- (C) This Agreement shall be a privilege to be held in personal trust by DIRECTV for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned, or disposed of, including but not limited to, by forced or voluntary sale, merger, consolidation, receivership, or other means, without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably conditioned, withheld, or delayed.
- (D) If either Party is not in compliance with the terms of the Agreement, after written notice is provided by the non-breaching Party, the offending Party has forty-five (45) calendar days to cure the breach, and in the event that any particular breach cannot be reasonably cured within such a period, provided the Party in breach is exerting good faith efforts to cure the breach, the period shall toll for so long as such efforts continue in good faith and with the approval of the non-breaching Party. No cure period shall be permitted if a Party to this Agreement is found to have already materially breached this Agreement three (3) times during any calendar year. In the event a Party to this Agreement is in breach and such breach is not cured within the cure period set out above, or has had three (3) prior material breaches in any calendar year, the non-breaching Party may require the breaching Party to pay reasonable expenses to cure the breach by providing no less than ninety (90) calendar days prior written notice of request for payment to the breaching Party.

3. Obligations of DIRECTV:

- (A) DIRECTV represents and claims that its IP-enabled Video Service is not a “cable service” under Oklahoma or federal law. The City is entering into this Agreement in reliance on this representation. In the event a court of federal agency or any governmental legislative body with jurisdiction rules or declares that DIRECTV’s IP-enabled Video Service is a cable service, or that it is subject to the same laws and regulations as a cable service provider or cable television system, and if the ruling or declaration is effective and binding upon either the City or DIRECTV, this Agreement shall become null and void at the option of either Party and the

Parties shall negotiate, in good faith, a new agreement, or franchise, if required by law.

- (B) During the term of this Agreement, DIRECTV shall pay to City a fee equal to 5% of the gross revenues of DIRECTV and its affiliates collected from each subscriber to DIRECTV's IP-enabled Video Services product, and 5% of the portion of gross revenues from advertising which are defined in Subsection 3(B)(3), below. This fee ("IP-enabled Service Provider Fee") may be identified and passed through on any subscriber bill by DIRECTV, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.
- (1) For purposes of this Agreement, gross revenues means amounts actually collected by DIRECTV for the following limited charges:
- (i) recurring charges for IP-enabled Video Services;
 - (ii) event-based charges for IP-enabled Video Services, including but not limited to, pay-per-view and video-on-demand charges;
 - (iii) rental of set top boxes and other IP-enabled Video Services equipment;
 - (iv) service charges related to the provision of IP-enabled Video Services, including but not limited to, activation, installation, and repair;
 - (v) administrative charges related to the provision of IP-enabled Video Services, including, but not limited to, service order and service termination charges; and
 - (vi) amounts billed to IP-enabled Video Services subscribers to recover the IP-enabled Video Services Provider Fee authorized by this section.
- (2) For purposes of this Agreement, gross revenues do not include:
- (i) Uncollectable fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 - (ii) late payment fees;
 - (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of IP-enabled Video Services and not for the provisioning of any other service provided by DIRECTV or its affiliates;
 - (iv) amounts billed to IP-enabled Video Service subscribers to recover taxes, fees, or surcharges imposed upon IP-enabled Video Services Subscribers in connection with the provision of IP-enabled Video

- Services, other than the IP-enabled Video Services Provider Fee authorized by this section;
- (v) revenue from the sale of capital assets or surplus equipment; or
 - (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to IP-enabled Video Services subscribers.
- (3) “Gross Revenues” which are subject to the IP-enabled Video Services Provider Fee paid by DIRECTV additionally include a pro rata portion of all revenue collected by DIRECTV pursuant to compensation arrangements for advertising to be aired within the City (less commissions DIRECTV receives from any third parties for advertising) and home-shopping sales derived from the operation of DIRECTV’s IP-enabled Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts DIRECTV may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
- (4) Bundling discounts shall be apportioned fairly among video and other services. DIRECTV shall not apportion revenue in such a manner as to avoid the IP-enabled Video Services Provider Fee. Further, DIRECTV represents that all charges as set forth in Section 3(B)(1) and (3) herein are collected by DIRECTV and constitute the revenue of DIRECTV and not that of some other entity in an attempt to avoid payment in full of the IP-enabled Video Services Provider Fee.
- (5) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City prior to or during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the Fee described herein, City shall allow DIRECTV to substitute the definition of “gross revenue” set forth in that agreement or arrangement for the definition of “gross revenue” set forth in this Agreement immediately upon request of DIRECTV.
- (6) DIRECTV will grant the City the right to conduct reasonable audits to assure that the IP-enabled Video Services Provider Fee has been properly calculated.
- (C) DIRECTV and City agree that the IP-enabled Video Services Provider Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments that could be charged DIRECTV, except for sales taxes, personal or real property taxes, and ad valorem taxes.

- (D) During the term of this Agreement, DIRECTV shall provide capacity for up to four (4) “streams” or “channels” of noncommercial educational and governmental programming through DIRECTV’s IP-enabled Video Service for the use of City, Norman Public Schools, the University of Oklahoma, and other educational institutions designated by the City. All programming shall be provided by the City or educational institutions designated by the City in a format compatible with DIRECTV’s IP-enabled video technology. City and educational institutions designated by the City shall provide this programming, and DIRECTV shall receive this programming, using internet protocol specifications provided by DIRECTV. City and educational institutions designated by the City will be solely and individually responsible for their own programming content. DIRECTV shall not be required to share video programming with any other video service provider authorized to do business in the City.
- (E) DIRECTV shall comply with the federal Emergency Alert System (“EAS”) regulations (47 C.F.R. Part 11).
- (F) DIRECTV shall determine, in its sole discretion, where in the City to provide its IP-enabled Video Services. However, DIRECTV agrees that it will offer a competitive video service through the technology of its choosing, which may include, but is not limited to, direct-to-home satellite service, to all residential subscribers residing within the boundaries of the City, subject to density, technical feasibility, and access limitations based on standard industry practice (e.g., density limitation of thirty (30) homes per mile, authorized access to private property/developments, etc.). No user of the IP-enabled Video Service who lawfully receives IP-enabled Video Service with DIRECTV’s express permission shall be refused service arbitrarily.
- (G) DIRECTV represents and warrants that DIRECTV does not own or control or maintain any cables, wires, or other facilities located in the City’s easements, rights-of-way, or on City owned property. DIRECTV further represents and warrants that it will not construct, operate, maintain, repair, or upgrade any such facilities used for the provision of its IP-enabled Video Service or for any other purpose within the City, as those facilities remain the property of AT&T Oklahoma.
- (H) If at some time after the execution of this Agreement DIRECTV decides to locate, construct, operate, repair, upgrade, and/or maintain any cable, wires, or other facilities for the provision of its IP-enabled Video Service, or for any other purpose, it shall provide written notice of such to the City and the Parties shall negotiate a new agreement, or franchise, if required by law.
- (I) DIRECTV shall afford equal opportunity in employment to all qualified persons as required by applicable federal, state, and municipal statutes, laws, rules, regulations, ordinances, and other governmental requirements. No person shall be discriminated against in employment because of race, color, sex, religion, gender,

national origin, age, familial status, or disability in violation of applicable federal, state, and municipal statutes, laws, rules, regulations, ordinances, and other governmental requirements.

4. Obligations of City: The City will not attempt to nor subject the provision of DIRECTV's Video Service to regulation under any applicable cable television or broadband telecommunications franchise ordinance or similar ordinance(s) that are inconsistent with or more burdensome than those contained herein.

5. Miscellaneous:
 - (A) DIRECTV and City each hereby represents and warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.
 - (B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit, or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.
 - (C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement, unless otherwise expressly set forth herein.
 - (D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.
 - (E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Norman, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.
 - (F) The Parties agree that either Cleveland County District Court (21st Judicial District, State of Oklahoma) or the United States District Court for the Western District of Oklahoma shall be the sole and exclusive forum for any judiciable disputes concerning this Agreement. The Parties agree to submit to the jurisdiction of and agree that venue is proper in these courts in any legal action or proceedings. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without giving effect to conflicts of laws principles.

6. Modification/Termination:
 - (A) The Parties agree to consult in the event that, after execution of this Agreement, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this

Agreement, in whole or in part. Should the finding be final, non-appealable, and binding upon either City of DIRECTV, this Agreement shall be deemed modified or limited to the extent necessary to address the subject or the finding unless any Party, within thirty (30) days of receipt of the ruling, provides written notice to the other Party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days written notice.

- (B) In addition to the termination rights set forth above, DIRECTV shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days written notice to the City, if (i) DIRECTV concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically or financially consistent with DIRECTV's business objectives; (ii) Title VI obligations or any similar obligations are imposed on DIRECTV; or (iii) it becomes clear that DIRECTV must offer or provide IP-enabled Video Service pursuant to a franchise (cable or otherwise) and/or applicable franchise-like requirements or other local authorization under which this Agreement is found to be inadequate or unenforceable, in which instance, the provisions of Section 6(A), herein, shall be applicable thereto.
- (C) This Agreement may be amended or modified only by a written instrument executed by both Parties.
7. Waiver: Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.
8. Binding Effect: This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, assigns, and any parents, subsidiaries, or affiliated corporations or entities, as applicable.
9. Entire Agreement: This Agreement constitutes the entire agreement between City and DIRECTV with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between the City and DIRECTV regarding the subject matter hereof.
10. Notices: Unless otherwise provided by applicable federal, state, and municipal statutes, laws, rules, regulations, ordinances, and other governmental requirements, all notices, approvals, and other communications required, permitted, or contemplated by this Agreement shall be in writing, signed by the Party giving the notice, and shall be deemed to be sufficiently given upon delivery to the address set forth below by U.S. certified mail,

return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The Parties may designate such address or addresses from time to time by giving notice to the other in the manner provided for this section.

Notices sent to City shall be addressed as follows:

City Clerk
City of Norman
201 West Gray, P.O. Box 370
Norman, Oklahoma 73070

Copy to: Rick.Knighton@normanok.gov

Notices to DIRECTV shall be addressed as follows:

DIRECTV
Legal/External Affairs
2260 East Imperial Highway
El Segundo, California 90245

Copy to: scott.alexander@directv.com

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

[Remainder of page is blank. Signature page follows.]

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDED CONTRACT K-2425-60: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MUSCO SPORTS LIGHTING, LLC, IN THE AMOUNT OF \$145,000, MAINTENANCE BOND MB-2425-22, PERFORMANCE BOND B-2425-29; AND STATUTORY BOND B-2425-30 FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT, ADOPTION OF RESOLUTION R-2425-50, GRANTING TAX EXEMPT STATUS AND BUDGET APPROPRIATION.

BACKGROUND:

In October 2015, Norman residents passed the Norman Forward initiative, funding various projects through a ½% sales tax increase over fifteen years. The Norman Forward initiative included projects to construct a new Multi-Sport Complex and Indoor Aquatic Facility.

The Multi-Sport Complex and Indoor Aquatic Facility were initially proposed as 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 comprehensive project in 2018, located at the southeast corner of 24th Avenue NW and Rock Creek Road. This new sports and aquatic complex includes eight full-sized basketball or twelve volleyball courts; a 25-meter, eight-lane lap pool; a 25-yard, four-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. The building and the project were named the Young Family Athletic Center (YFAC) in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building, and the health and wellness clinic is now "Ortho Central" and "NMotion."

The YFAC officially opened to the public on February 19, 2024. Since then, there has been an ongoing effort to look for ways to offer increased opportunities for residents to participate in the various programs and sports offered. Programs include indoor gym sports, such as basketball, volleyball, and pickleball, and the pool's different aquatic activities. Residents often asked for additional outdoor sports courts and activities, especially lighted pickleball courts and sand volleyball. The design team for the outdoor portion of the YFAC is JHBR Architecture. They created schematic designs for these sports and other outdoor recreation on the east side of the

building as part of their work. There is also a citywide occurrence of requests for outdoor pickleball courts. With this in mind, a contract was awarded to Multisports, LLC on August 27, 2024, to construct six outdoor pickleball courts with fencing and paved walkways to and around the courts, based on the concept drawing from JHBR. At that time, the plan was to get pricing from MUSCO Sports Lighting to provide and install adequate area lighting for the new pickleball courts, along with lighting for the area north of the courts where two sand volleyball courts are planned to be built, and also lighting for the synthetic turf football practice field built by NRHS as part of their clinic space.

DISCUSSION:

The City of Norman participates in several nationwide bidding services, including Sourcewell. These services receive bids for many products and services used in municipal construction projects related to utilities, public works, facility construction, and parks and recreation facilities. They collaborate with hundreds of vendors and contractors to secure the best pricing for a wide range of work extended to their members. Following that process, MUSCO Sports Lighting was awarded a contract to provide "Sports Lighting with Related Supplies and Services" under Sourcewell Master Project 199030; Contract Number 041123-MSL, good through 2027.

This contract covers the type of lighting system needed to light the new Pickleball, Sand Volleyball, and Football areas at the YFAC on the east side of the building. MUSCO has been used to light several of our other lighted facilities in recent NORMAN FORWARD projects, including the Blake Baldwin Skatepark, Griffin Park Soccer, and the new T-ball fields at Reaves Park. These are all LED light systems, which staff can control through the Control Link App, making it easier to maintain and troubleshoot these new systems in real-time.

During the construction of the YFAC, an ample power supply was installed on-site to be used for future lighting of outdoor activities. Parks has met with the local MUSCO Field Rep to confirm the layout of a complete lighting system of poles, pole bases, fixtures, underground wiring, power rack(s), and push-button activators for all the different sports areas. That layout determined the final pricing for a turn-key project based on the Sourcewell Contract to supply and install lighting for the activities listed here. Work will also be coordinated with the pickleball court construction project.

Staff recommends awarding Contract Number K-2425-60 to MUSCO Sports Lighting, LLC, in the amount of \$145,000 for the YFAC Outdoor Sports Court Lighting System Project. The funding is proposed to come from an appropriation of the park's development portion of the Room Tax fund balance.

RECOMMENDATION 1: It is recommended that the City Council appropriate \$145,000 from the Room Tax Park Development Fund Balance (23-29000) into YFAC Outdoor Pickleball Courts, Construction (Account 23793375-46101; Project RT0093)

RECOMMENDATION 2: It is recommended that the City Council approve Contract K-2425-60, Performance Bond B-2425-29, Statutory Bond B-2425-30, and Maintenance Bond MB-2425-22 for the YFAC Outdoor Sports Court Lighting System Project.

RECOMMENDATION 3: It is further recommended that MUSCO Sports Lighting, LLC, be authorized and appointed as project agent for the YFAC Outdoor Sports Court Lighting System

Project by Resolution R-2425-50 to avoid the payment of sales tax on materials purchases related to the project.

Contract # K-2425-60

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between Musco Sports Lighting, LLC, hereinafter designated as “Contractor”, and the City of Norman, a municipal corporation, hereinafter designated as “City”.

WITNESSETH

WHEREAS, the City is a participant in the nationwide bidding process conducted by Sourcewell and other services, which 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 projects in the Sports Lighting Category; of which the City would consider the following project:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

as outlined and set out in the project scope of work, layout and pricing documents supplied by Musco Sports Lighting, LLC, and in accordance with the terms and provisions of said documents awarded as part of Sourcewell Contract Number 041123-MSL; and

WHEREAS, the Contractor in accordance with the pricing included in said Sourcewell Contract, has submitted to the City, in the manner and at the time specified, a proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has examined, and canvassed the proposal submitted and has determined and declared the above-named Contractor to be able to supply and install the items described in the proposal, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: One Hundred Forty Five Thousand DOLLARS and Zero CENTS (\$145,000.00);

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 their 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:
 - i. 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.) NONE
 - ii. The Sourcewell Master Project Number 199030; Contract Number 041123-MSL (Expiration: 06/16/2027); Category-Sports Lighting with related supplies and services and general provisions of said contract;

Contract # K-2425-60

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.

2. The City shall make payments to the Contractor in the following manner:
 - i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the 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 them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in one hundred twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.

Contract # K-2425-60

4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

James Briggs
Park Development Manager
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Musco Sports Lighting, LLC
Rico Velazquez, Project Manager/Field Rep.
100 1st Avenue W.
Oskaloosa, IA 52577

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and Contractor shall furnish a certificate to the effect that such insurance shall not be changed or canceled without ten (10) days prior notice to the City, said notice shall be written and shall be given by Contractor, to wit:

Contract # K-2425-60

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.
 - ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$25,000 for loss of property arising out of a single act or occurrence.
 - i. \$125,000 per person for any other loss arising out of a single act or occurrence.
 - b. \$1,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.

Contract # K-2425-60

- vii. *Nondiscrimination:* Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.
- viii. *Non-Waiver:* No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.
8. The sworn statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

Contract # K-2425-60

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the 2nd day of October, 2024. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Musco Sports Lighting, LLC


Company Name

BY 
~~President~~ or Managing Member
Secretary

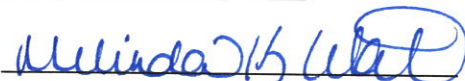
STATE OF Iowa)

COUNTY OF Mahaska)

James M. Hansen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.


~~President~~ or Managing Member
Secretary

Subscribed and sworn to before me this 2nd day of October, 2024.


Notary Public

My Commission Expires: 04/24/2025

Commission Number: _____



CITY OF NORMAN

Approved as to form and legality this ____ day of _____, 20____.

City Attorney

Approved by the City Council this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Bond # B-2425-30

STATUTORY BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 penal sum of One Hundred Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), 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, the above Bonded Principal Musco Sports Lighting, LLC is the lowest and best bidder for the making of the following City work and improvement, viz.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN, dated _____, 20_____, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Musco Sports Lighting, LLC Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the 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.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond # B-2425-30

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

BY [Signature], COO
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America
Surety Name

BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



~~Iowa~~ ~~OKLAHOMA~~ ~~Polk~~
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledged to me that she executed the same as her own 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.



[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____, day of _____, 20____.

ATTEST:

City Clerk

Mayor

Bond # B-2425-29

PERFORMANCE BOND

Surety Bond No. 108131759

KNOW ALL MEN BY THESE PRESENTS:

That we, Musco Sports Lighting, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, 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 Forty Five Thousand DOLLARS and Zero CENTS, (\$145,000.00), 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.:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

and has entered into a certain written contract with THE CITY OF NORMAN dated _____ 20____, 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.

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

Bond #B-2425-29

ATTEST:

[Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

BY [Signature]
Principal

ATTEST:

[Signature]
Corporate Secretary (Surety)

Travelers Casualty and Surety Company of America
Surety Name

BY [Signature]
Surety Jessica J. Perkins,
Attorney-in-Fact



Iowa

Polk

STATE OF ~~OKLAHOMA~~, COUNTY OF ~~CLEVELAND~~, SS:

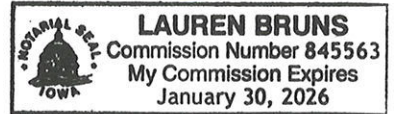
Before me, the undersigned, a Notary Public in and for said County and State, on this 3rd day of October, 2024 personally appeared Jessica J. Perkins to me know to be the identical person who executes the foregoing, and acknowledge to me that she executed the same as her own free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Lauren Bruns, Notary Public

My Commission Expires: January 30, 2026

Commission Number: 845563



Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

Bond # MB-2425-22

MAINTENANCE BOND

Surety Bond No. 108131759

WHEREAS, THE UNDERSIGNED Musco Sports Lighting, LLC, hereinafter referred to as the Principal, has entered into a certain contract dated _____, 20_____, for the construction of:

YFAC OUTDOOR SPORTS COURT LIGHTING SYSTEM

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:

That the said Principal and Travelers Casualty and Surety Company of America, as a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of One Hundred Forty Five Thousand Dollars and Zero CENTS (\$145,000.00), in lawful money of the United States of America, same being 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 (1) 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.

Bond #MB-2425-22

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 its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this _____ day of _____, 20____.

ATTEST: [Signature]
Corporate Secretary

Musco Sports Lighting, LLC
Company Name

Mailing Address of Principal:

BY [Signature]
Principal

100 1st Avenue West
Oskaloosa, IA 52577

Travelers Casualty and Surety Company of America
Surety Name

BY: [Signature]
Polk Jessica J. Perkins, Attorney-in-Fact

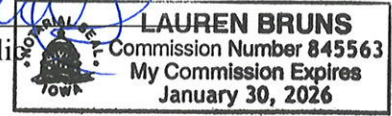


~~OKLAHOMA~~ ~~CLEVELAND~~
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of October, 2024, personally appeared Jessica J. Perkins to me known to be the identical person who executed the foregoing, and acknowledge to me that she executed the same as her own 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.

[Signature]
Lauren Bruns, Notary Public



My Commission Expires: January 30, 2026
Commission Number: 845563

Approved as to form and legality this 3rd day of October, 2024.

City Attorney

Approved by the Council of the City of Norman, this ___ day of _____, 20____.

Mayor

ATTEST: _____
City Clerk

Limited Maintenance Provision

Rider

To be attached to and form part of bond no 108131759 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting, LLC in the amount of (\$145,000.00) and dated _____ in favor of City of Norman for Young Family Athletic Center – Project #235119.

Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By: Shelly Hene COO

Travelers Casualty and Surety Company of America

By: Jessica J. Perkins
Jessica J. Perkins, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JESSICA J PERKINS** of **DES MOINES**, Iowa, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Resolution

R-2425-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MUSCO SPORTS LIGHTING, L.L.C., AS PROJECT AGENT FOR THE YOUNG FAMILY ATHLETIC CENTER (YFAC) OUTDOOR SPORTS COURT LIGHTING SYSTEM PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Musco Sports Lighting, L.L.C., for the YFAC Outdoor Sports Court Lighting System Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Musco Sports Lighting, 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, Musco Sports Lighting, L.L.C., to purchase materials which are in fact used for the for the YFAC Outdoor Sports Court Lighting System Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Musco Sports Lighting, L.L.C., 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 ____ day of October, 2024, did appoint Musco Sports Lighting, L.L.C., who is involved with the YFAC Outdoor Sports Court Lighting System Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the YFAC Outdoor Sports Court Lighting System Project.

PASSED AND ADOPTED THIS ____ day of October, 2024.

Mayor (Larry Heikkila)

ATTEST:

City Clerk



Date: 09/19/2024
Expiration date: 10/18/2024
To: James Briggs

Project: Young Family Pickleball Courts
Norman, OK
Musco Project Number: 235119

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Lighting-One Football Field (185'x90')	\$ 30,000.00
Lighting-Two Volleyball Courts (103'x80')	\$ 42,000.00
Lighting-Six Pickleball Courts (129'x109')	\$ 81,500.00
Total	\$153,500.00
Full Complex Deduct.....	-\$8,500.00

Grand Total after Deduction.....\$145,000.00

Sales tax & bonding (if applicable) are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.
Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 footcandles (volleyball & pickleball only)

System Description

- Factory aimed and assembled LED luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]



Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system (if applicable).
- Provide labor and equipment for installation of electrical distribution system (if applicable).
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase electrical system TBD.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 1.0
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rico Velazquez
Oklahoma Field Sales Representative
Musco Sports Lighting, LLC
Phone: 405-479-5693
E-mail: rico.velazquez@musco.com

Young Family Athletic Center Pickleball Courts
2201 Trae Young Drive, Norman, OK 73069
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report Hinderliter Geotechnical Engineering, HE Project # FSB-21-01, April 7, 2021.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities**General:**

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (4) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (4) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

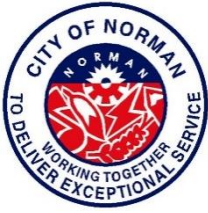
1. Provide labor, materials, and equipment to install new electrical service panel as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) 24" x 48" Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

File Attachments for Item:

12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING THAT \$73,985.80 BE APPROPRIATED FROM THE REIMBURSEMENTS-REFUNDS ACCOUNT TO THE CAPITAL STRIPING ACCOUNT FOR ADDITIONAL STREET STRIPING PROJECTS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: October 8, 2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-47: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING THAT \$73,985.80 BE APPROPRIATED FROM THE REIMBURSEMENTS-REFUNDS ACCOUNT TO THE CAPITAL STRIPING ACCOUNT FOR ADDITIONAL STREET STRIPING PROJECTS.

BACKGROUND:

City of Norman Staff collaborated with the Absentee Shawnee Tribe (AST) and Cross Timbers Consulting, LLC, (Cross Timbers) to prepare a grant application for funding through the Tribal Transportation Program Safety Funds in January 2023. In July 2023, the list of grant awardees was announced. The grants awarded to the AST team included conversion to all-way stop control at four intersections in rural East Norman with the largest portion of the Safety Funds being for the implementation of a curve warning system for a series of back-to-back 90-degree turns on 156th Avenue NE north of State Highway 9. This series of curves have been the location of numerous run-off-the-road collisions. The curve warning system would feature flashing chevrons to help drivers negotiate the curves as well as speed feedback speed limit signs on each approach to the series of curves to help motorists negotiate the curves at the proper speed. The work on the installation of the curve warning system is complete. The costs associated with the materials for the curve warning system was \$73,985.80.

DISCUSSION:

City Council approved the purchase of the curve warning system components using Capital Fund, Street Striping funds on January 9, 2024. Installation of the curve warning system was substantially completed in August 2024. The AST was invoiced for the system components that were ordered (a copy of the invoice is attached). Payment of the invoice was received from the

AST on September 16, 2024 and the funds were deposited into the Capital Fund, Reimbursements-Refunds (revenue account 509-364251).

RECOMMENDATION:

Staff recommends the approval of Resolution R-2425-47 for the appropriation of \$73,985.80 from revenue account Reimbursements-Refunds (Account 509-364251) to the Street Striping Project, Construction (Account 50594406-46101; Project TC0270). These funds will be used to perform additional street striping projects.

Resolution

R-2425-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING THAT \$73,985.80 BE APPROPRIATED FROM THE REIMBURSEMENTS-REFUNDS ACCOUNT TO THE CAPITAL STRIPING ACCOUNT for ADDITIONAL STREET STRIPING PROJECTS..

- § 1. WHEREAS, in January of 2023, City staff collaborated with the Absentee Shawnee Tribe (AST) and Cross Timbers Consulting, L.L.C., to prepare a grant application for funding through the Tribal Transportation Program Safety Funds; and
- § 2. WHEREAS, in July of 2023, the list of grant awardees was announced the AST team included conversion to all-way stop control for a curve warning system at four intersections in rural Norman; and
- § 3. WHEREAS, the costs associated with the materials for the curve warning system was \$73,985.80; and
- § 4. WHEREAS, Council approved the purchase and payment of the invoice was received from AST and in September of 2024 and deposited into the Capitol Fund Reimbursements-Refund account.

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

- § 5. That the following appropriation be approved for the reasons as stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Reimbursements-Refunds 509-364251	Street Striping Project, Construction Project TC0270, 50594406-46101	\$73,985.80

PASSED AND ADOPTED this _____ day of October, 2024.

Mayor

ATTEST:

City Clerk





INVOICE
CITY OF NORMAN

Grantee FEIN: 73-6005350

Invoice Date: 8/23/2024

Invoice #: 202430

3233/3233 REFTR

To: **ABSENTEE SHAWNEE TRIBE**
% Twyla Blanchard
2025 Gordon Cooper
Shawnee, OK 74801-9005

Pay To: *CITY OF NORMAN /TREASURY DIVISION*
P O BOX 5599
NORMAN, OK 73072-5599

Grantee Contact: *David Riesland -Transportation Engineer*
405-217-7762
David.Riesland@normanok.gov

Quantity	TTPSF GRANT AWARD TRAFFIC CONTROL SERVICES	Price
1	SAFETY IMPROVEMENTS IMPLEMENTED	\$73,985.80
	156th AVE NE "S" CURVE	
	TOTAL	\$73,985.80

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT

Payee CITY OF NORMAN
Vendor ID REG-CITYNO000001

Account #:

9/ Item 12.

Invoice	Invoice Date	Description	Amount to Pay
202430-1	9/2/2024	3233/3233 REFTR/156TH S-CURVE/ROADS	\$73,985.80

Total : \$0.00 \$73,985.80

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER. THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

ABSENTEE SHAWNEE TRIBE OF OKLAHOMA
BIA SELF GOVERNANCE OPERATING ACCOUNT
2025 S. GORDON COOPER DRIVE
SHAWNEE, OK 74801
(405) 275-4030

BANCFIRST
39-363/1030

10468

VOID AFTER 90 DAYS

***Seventy Three Thousand Nine Hundred Eighty Five and 80/100 Dollars

9/11/2024

\$73,985.80

PAY TO THE ORDER OF: CITY OF NORMAN
UTILITY DIVISION
PO BOX 5599
NORMAN, OK 73070-5599
USA

Yvonne Diana Pontilla
Jocabe



⑈ 10468 ⑈ ⑆ 103003632 ⑆ ⑈ 0010138373 ⑈



INVOICE
CITY OF NORMAN

Grantee FEIN: 73-6005350

Invoice Date: 8/23/2024

Invoice #: 202430-1

3233/3233 REFTR

To: **ABSENTEE SHAWNEE TRIBE**
% Twyla Blanchard
2025 Gordon Cooper
Shawnee, OK 74801-9005

Pay To: **CITY OF NORMAN /TREASURY DIVISION**
P O BOX 5599
NORMAN, OK 73072-5599

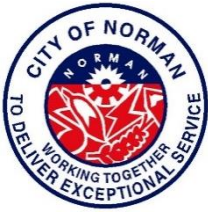
Grantee Contact: *David Riesland -Transportation Engineer*
405-217-7762
David.Riesland@normanok.gov

Quantity	TTPSF GRANT AWARD TRAFFIC CONTROL SERVICES	Price
1	SAFETY IMPROVEMENTS IMPLEMENTED	\$73,985.80
	156th AVE NE "S" CURVE	
	TOTAL	\$73,985.80

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT

File Attachments for Item:

13. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PATHWAYS TO REMOVING OBSTACLES TO HOUSING GRANT PROGRAM FOR FUNDING TO UPDATE THE ZONING CODE AND SUBDIVISION REGULATIONS, CREATION OF A NEIGHBORHOOD PATTERN BOOK AND ASSOCIATED PRE-APPROVED PLANS, A PARKING STUDY, AND CREATION OF AN AFFORDABLE HOUSING ACTION PLAN; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR LOCAL LEVERAGE (\$200,000) IF SUCH GRANT IS AWARDED AND PROJECTS APPROVED.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/24

REQUESTER: Jane Hudson, Director of Planning

PRESENTER: Lisa Krieg, CDBG Grants Manager

TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PATHWAYS TO REMOVING OBSTACLES TO HOUSING GRANT PROGRAM FOR FUNDING TO UPDATE THE ZONING CODE AND SUBDIVISION REGULATIONS, CREATION OF A NEIGHBORHOOD PATTERN BOOK AND ASSOCIATED PRE-APPROVED PLANS, A PARKING STUDY, AND CREATION OF AN AFFORDABLE HOUSING ACTION PLAN; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR LOCAL LEVERAGE (\$200,000) IF SUCH GRANT IS AWARDED AND PROJECTS APPROVED.

BACKGROUND:

Throughout the Area Infrastructure and Master Plan (AIM) Norman planning process, City Council, the AIM Norman Steering Committee, and the community of Norman have detailed the desire to see impactful changes made to policy and processes to encourage affordable and attainable housing development within the City of Norman. The resulting draft AIM Norman Housing Plan outlines key strategies, including updates to current codes and processes that will alleviate barriers to affordable housing.

The Federal Department of Housing and Urban Development (HUD) Pathways to Removing Obstacles to Housing (PRO Housing) Grant (FR-6800-N-98) makes federal funding resources available to states and direct recipients to actively take steps to remove barriers to affordable housing, such as: barriers caused by outdated zoning, land use policies, or regulations; inefficient procedures; gaps in available resources for development; deteriorating or inadequate infrastructure; lack of neighborhood amenities; or challenges to preserving existing housing stock such as increasing threats from natural hazards, redevelopment pressures, or expiration of affordability requirements. Funding is provided through the competitive grant process.

The federal fiscal year 2024-2025 (FFY25) grant opportunity appropriates \$100 million for competitive grant funding for the identification and removal of barriers to affordable housing

production and preservation. Grantees may use awards for sustainable actions to further develop, evaluate, and implement housing policy plans, improve housing strategies, and facilitate affordable housing production and preservation. Eligible activities include: planning and policy activities supporting affordable housing; development activities; infrastructure activities; and preservation activities.

For selected projects, funds remain available for obligation for five fiscal years. This includes the fiscal year in which the amount is made available or appropriated plus four additional years. If awarded, funds from Round 2 of the PRO Housing Grant are available for obligation until FFY30.

This Program does not require cost sharing or matching, but provides points for applications that propose qualified financial leverage and provide the required firm commitments and/or supporting documentation to support each source of financial leverage. A resolution is required for submittal of the grant application, as well as a letter stating firm commitment for the grant proposal, signed by the Mayor. Both of these are included in this item.

DISCUSSION:

The median household income in Norman cannot afford a median priced home in the city today, with many of these households able to only afford 50% of the median sale price. For households that rent, there are few affordable options. As a result, many are unable to live, work, and play in Norman and these issues disproportionately affect Norman's most vulnerable communities.

The primary findings of the AIM Norman Housing Study show:

- There are few housing options for movement within the market.
- Attainable owner and renter options that match people's incomes, needs, and preferences are increasingly difficult to obtain.
- Aging and changing population demographics are increasing demand for products not provided by the current housing stock.
- The lowest income households face more burdens than in the past, and non-white households struggle more.
- Regulations are misaligned with Norman's housing vision.
- Many people have perceptions of the housing market that are disconnected from reality.

As such, the goals outlined in the Plan aim to impact these findings directly. The goals of the AIM Norman Housing Plan are:

- Goal 1:** Modernize development regulations to achieve consistency, efficiency, and outcomes.
- Goal 2:** Add variety in housing types across more densities and design approaches.
- Goal 3:** Increase attainable, affordable and quality housing options for all people.
- Goal 4:** Maintain, enhance, and infill gaps in existing neighborhoods.
- Goal 5:** Have clear, understandable, and reasonable housing incentives and program procedures.

Based on the goals and strategies of the AIM Norman Housing Plan, the application for the PRO Housing grant includes four projects. Each project is described in detail in the draft application materials (pages 19-22), a summary is provided below.

PRO Housing Project 1: Update the City of Norman Zoning Code and Subdivision Regulations

- Current Code does not allow for flexibility when building smaller or infill homes
- New Code to provide flexibility for these while strengthening protections for existing homes
- Will include:
 - Bulk Standard Evaluations
 - Parking Regulation Improvements
 - Additional Changes to Reduce Barriers

Estimated Cost: \$500,000

Estimated Timeline: 18-21 Months

Housing Goals Impacted:

Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 ✓ Goal 5 ✓

PRO Housing Project 2: Develop and Adopt a Neighborhood Pattern Book of Pre-Approved Housing Designs

- Design can be a costly addition to small builders and residents looking to rebuild.
- Pre-approved plans and localized plan types can save money and increase affordability
- Could provide plans at low or no cost, and/or expedited plan review

Estimated Cost: \$200,000

Estimated Timeline: 12 Months

Housing Goals Impacted:

Goal 1 Goal 2 ✓ Goal 3 ✓ Goal 4 ✓ Goal 5 ✓

PRO Housing Project 3: Conduct a Parking Study to Determine the Impact of Minimum-Maximum Regulations on Housing Affordability

- Current parking recommendations are outdated.
- Changes to parking recommendations can increase affordable housing development.
- Study outcomes will be included in the Zoning Code Update.

Estimated Cost: \$100,000

Estimated Timeline: 6 Months

Housing Goals Impacted:

Goal 1 ✓ Goal 2 Goal 3 Goal 4 Goal 5

PRO Housing Project 4: Produce an Affordable Housing Action Plan

- AIM Norman Housing Plan lays out strategies, but not steps.
- Will be time for an update after the Zoning Code Overhaul.
- Create a pathway for affordable housing.

Estimated Cost: \$200,000

Estimated Timeline: 10-12 Months

Housing Goals Impacted:

Goal 1 ✓ Goal 2 ✓ Goal 3 ✓ Goal 4 ✓ Goal 5 ✓

Budget

City of Norman Staff are proposing to leverage 20%, or \$200,000, worth of funding for these projects to display continued support for the ongoing efforts to removed obstacles to affordable housing and preservation within the city.

The expected costs associated with this grant application are as follows:

Project	Description	Estimated Costs
1	Zoning Code & Subdivision Regulation Update	\$500,000
2	Neighborhood Pattern Book	\$200,000
3	Parking Study	\$100,000
4	Affordable Housing Action Plan	\$200,000
-	Contingency	\$100,000
-	Administration Costs	\$100,000
Total		\$1,200,000.00
City of Norman Contributions		\$200,000.00
Total Federal Request		\$1,000,000.00

Public Hearing

A public hearing was held on October 4, 2024, from 11am-1pm at the Development Center. The come and go meeting reviewed the PRO Housing grant program as well as the City’s proposal. Staff collected comments from the public, which are incorporated into the application packet.

RECOMMENDATION:

Staff recommends that City Council approve the Mayor’s execution of the commitment letter and approve Resolution R-2425-51 authorizing the City Manager or his designee to submit to the United States Department of Housing and Urban Development Pathways to Removing Obstacles to Housing grant program for funding to update the zoning code and subdivision regulations, creation of a neighborhood pattern book and associated pre-approved plans, a parking study, and creation of an affordable housing action plan; expressing its commitment to seek funding for local leverage (\$200,000) if such grant is awarded and projects approved.

R-2425-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PATHWAYS TO REMOVING OBSTACLES TO HOUSING GRANT PROGRAM FOR FUNDING TO UPDATE THE ZONING CODE AND SUBDIVISION REGULATIONS, CREATION OF A NEIGHBORHOOD PATTERN BOOK AND ASSOCIATED PRE-APPROVED PLANS, A PARKING STUDY, AND CREATION OF AN AFFORDABLE HOUSING ACTION PLAN; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR LOCAL LEVERAGE (\$200,000) IF SUCH GRANT IS AWARDED AND PROJECTS APPROVED.

- § 1. WHEREAS, the Department of Housing & Urban Development makes federal resources available to states and direct recipients to address the need of affordable housing and to assist in removing barriers that hinder the production of affordable housing; and
- § 3. WHEREAS, the City of Norman was recognized by the Department of Housing & Urban Development as an eligible recipient of grant funds and is an eligible applicant of the Pathways to Removing Obstacles Housing grant; and
- § 4. WHEREAS, the application process requires identification of the source of the local match to federal funds and commitment to provide those funds if the project is selected for funding; and
- § 5. WHEREAS, City staff has an estimated price for four projects that will assist in the removal of affordable housing production barriers, which includes a Zoning Code & Subdivision Regulation Overhaul, Neighborhood Pattern Book, Parking Study, and Affordable Housing Action Plan; that includes base price, administrative costs, and other charges as appropriate; and
- § 6. WHEREAS, HUD views leveraged commitments as an indicator of support and commitment in the community; and points are awarded to applicants based upon percentage of leveraged commitment; the proposed cost share for this grant is federal (\$1,000,000) and additional 20% local leverage (\$200,000); and
- § 7. WHEREAS, funding for the City's local match could be provided through either the General Fund or any other available local funding source allowed by law if the City receives such grant and the project is selected.

R-2425-51

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

- § 8. THAT the City of Norman, Oklahoma, hereby authorizes the City Manager or his designee to submit a grant application to the U.S. Department of Housing & Urban Development’s Pathways to Removing Obstacles to Housing (PRO Housing) ; and
- § 9. THAT the City of Norman, Oklahoma, expresses its commitment to seek funding for the local match through either the General Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.

PASSED AND ADOPTED this 8th day of October, 2024.

Mayor

ATTEST:

City Clerk



**PATHWAYS TO REMOVING
OBSTACLES TO HOUSING
(PRO HOUSING)**
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL



DRAFT

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ATTACHMENTS (TO BE INCLUDED IN FINAL APPLICATION)

ATTACHMENT A: SUMMARY OF COMMENTS RECEIVED ON PUBLISHED APPLICATION AND LIST OF COMMENTERS BY NAME/ORGANIZATION

ATTACHMENT B: CERTIFICATION OF COMPLIANCE WITH NOFO PUBLIC PARTICIPATION REQUIREMENTS

ATTACHMENT C: ADVANCING RACIAL EQUITY NARRATIVE

ATTACHMENT D: AFFIRMATIVE MARKETING AND OUTREACH NARRATIVE

ATTACHMENT E: EXPERIENCING AND PROMOTING RACIAL EQUALITY NARRATIVE



EXHIBIT A: EXECUTIVE SUMMARY

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

EXECUTIVE SUMMARY

Home to the University of Oklahoma (OU), newly adopted into the Southeastern Conference of College Football, Norman is a diverse, up-and-coming mid-sized city and the third largest by population and land area in Oklahoma. Anticipated to grow by more than 57,000 persons by 2045, the city shows no signs of slowing down. Residents move to, or stay in Norman for many reasons, but the most important one is that it is a great place to live. Every household: families, young professionals, students, faculty, empty-nester, needs a place to live. That means a home, a neighborhood, a community that is vibrant, supportive, and inclusive. Norman has a lot to offer top-of-the line parks and cultural recreation opportunities, diverse culture, natural beauty.

These wonderful aspects of community, however, can be overshadowed for many when making the difficult choices finding a home can represent. There is a balance of wants – size, condition, location, school districts, commute, and neighborhood services – and what is affordable. For many, the only option is to be cost-burdened. The median household income in Norman cannot afford a median priced home in the city today, with many of these households able to only afford 50% of the median sale price. For households that rent, there are few affordable options. As a result, many are unable to live, work, and play in Norman. The issues of burdening disproportionately affect Norman’s most vulnerable communities. Neighborhoods with aging infrastructure struggle with distressed home conditions, deteriorating roads and sidewalks, and higher levels of cost burden. New residents moving to Norman can help increase availability of resources and address some of these long-standing issues – but it can also raise prices for those who already struggle, and some neighborhoods see an influx of higher-income residents which leads to the displacement of lower-income households and communities.

Every Norman resident deserves to live in a safe, comfortable home they can afford, and neighborhood improvements should not increase displacement. Achieving this vision will call for action at all levels including the City of Norman, its partner organizations, neighboring communities, residents, and State and Federal assistance.

In an effort to further our actions addressing the limited availability of affordable housing in Norman, the City developed the AIM Norman Comprehensive Land Use Plan and supporting Housing, Water, Wastewater, Stormwater, Park, and Transportation Plans. The idea behind this undertaking was to ensure cohesive plans, focusing not only on protecting our city’s natural resources, but also ensuring the city will be able to accommodate the influx of residents we anticipate over the next 20 years. The Land Use Plan and Housing Plan work in conjunction with one another, outlining the balance between encouraging sensitive development that is responsive to existing neighborhoods, and programming to help maintain affordability and anti-displacement. The results of these planning efforts included a robust list of possible solutions to land use and housing.

Many of the strategies identified in AIM reflect the goals of the Pathways to Reducing Obstacles to Affordable Housing (PRO Housing) Program grant. An award of \$1,000,000 would allow the City of Norman to undertake several actions to develop and implement housing policy plans, improve housing strategies, and facilitate affordable housing production and preservation.



EXHIBIT B: THRESHOLD REQUIREMENTS AND OTHER SUBMISSION REQUIREMENTS

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

THRESHOLD REQUIREMENTS AND OTHER SUBMISSION REQUIREMENTS

SECTION III.D

1. The City of Norman is not currently undergoing any resolution of civil rights matters.
2. The City of Norman is submitting this application, in full, on time in accordance with Section IV.D. Application Submission Dates and Times.
3. The City of Norman, in conformance with Section III.A. Eligible Applicants, is a 02 (City or township governments) eligible applicant and is applying as a single entity.
4. The City of Norman is submitting only one application for the PRO Housing Program Grant.

SECTION IV.G

1. The City of Norman has consulted the Final Guidance to Federal Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007 in the Federal Register (72 FR 2732) and has ensured that all information regarding the planning process and this application is available to LEP populations.
2. All meetings held in person for this application and subsequent activities will be held in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not available, the City of Norman and our partners will give priority to alternative methods of product or information delivery that offers programs and activities to qualified individuals with disabilities most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR Part 8 and applicable laws and regulations. In addition, all notices and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR Part 8.6.
3. The City of Norman foresees the projects outlined in this grant application to be exempt from Environmental Review.



EXHIBIT C: NEED

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

NORMAN'S ACUTE HOUSING NEED

After 20 years under the previous Comprehensive Land Use Plan, Norman leveraged the opportunity to create a new comprehensive plan in conjunction to overhauls of some of our most prominent guiding documents, including Housing, Water, Wastewater, Stormwater, Park, and Transportation Plans known as the Area Infrastructure and Master Plan (AIM) Norman planning process. The idea behind this undertaking was to ensure cohesive plans, focusing not only on protecting our city’s natural resources, but also ensuring the city will be able to accommodate the influx of residents we anticipate over the next 20 years. This process began in late 2023 and is set to be adopted in early 2025. As part of the AIM Norman a housing market study was conducted. The primary findings of this study were astounding:

- There are few housing options for movement within the market.
- Attainable owner and renter options that match people’s incomes, needs, and preferences are increasingly difficult to obtain.
- Aging and changing population demographics are increasing demand for products not provided by the current housing stock.
- The lowest income households face more burdens than in the past, and non-white households struggle more.
- Regulations are misaligned with Norman’s housing vision.
- Many people have perceptions of the housing market that are disconnected from reality.

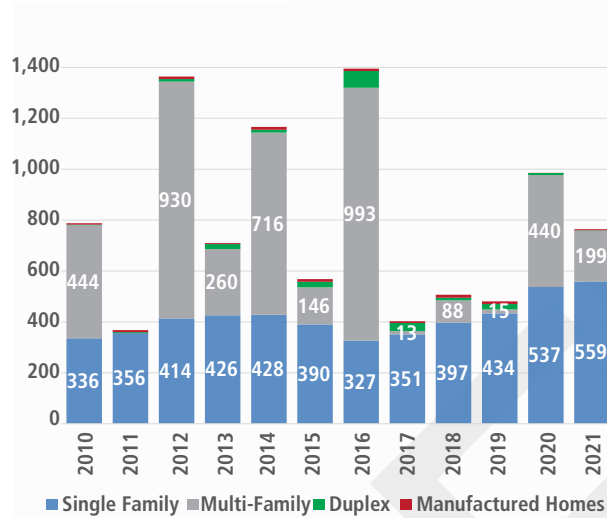
It is anticipated that Norman will continue to grow by 57,733 residents by 2045 – leading to a demand for more than 23,000 new homes and requiring an average development of 900-1,010 new homes every year to keep pace with demand. Historically, less than 800 new homes are developed every year within the city, across all price points. To meet the anticipated need for housing, Norman must find ways to increase the amount of housing stock built within the city.

AIM Norman Home Demand Forecast

	2020	2025	2030	2040	2045	Total
Population at End of Period	128,026	137,920	148,579	172,432	185,759	
Household Population at End of Period	120,227	129,519	139,529	161,929	174,443	
Average People per Household	2.36	2.36	2.36	2.36	2.36	
Household Demand at End of Period	50,944	54,881	59,122	68,614	73,917	
Projected Vacancy Rate	7.4%	8.0%	9.0%	7.5%	7.0%	
Home Needs at End of Period	55,015	59,653	64,970	74,177	79,480	
Replacement Need (total lost homes)		60	100	200	100	460
Average Annual Construction		999	1,083	941	1,081	1,010
Cumulative Need During Period		2,998	5,417	9,408	5,403	23,226



Source: RDG Planning & Design

Norman Residential Building Permits, 2010-2021



AIM Norman identified a severe need for affordable housing options. Referred to as being “cost-burdened” a household spending over 30% of their total household income can find it difficult, or burdensome, to meet other daily needs. In Norman’s household profile, 75% of very-low-income households are cost-burdened, and 60% of households making less than \$50,000 a year are cost-burdened. For renter households, 44% are burdened by the cost of housing. Additionally, over 200 Low-Income Housing Tax Credit housing units within the city will reach the end of their 30-year compliance term in 2025, risking rising rental rates. Of households that are cost-burdened, black households are most severely impacted. Clearly, Norman’s housing stock lacks options for the most vulnerable of households, creating a disproportionate impact on those who are least able to shoulder that burden.

To afford a median, single-family home in Norman, a household must spend \$298,402 (Zillow, 2024), while the maximum price that a median family can afford is \$117,000. A decade ago, this was not the case: in 2010, home values were 60% lower. While the median sale price is just below three-hundred thousand dollars, the median home value for 2022 was \$192,700, meaning that homes are selling for much more than they are valued at – an implication that the tight market is only accessible to those able to pay more to enter.

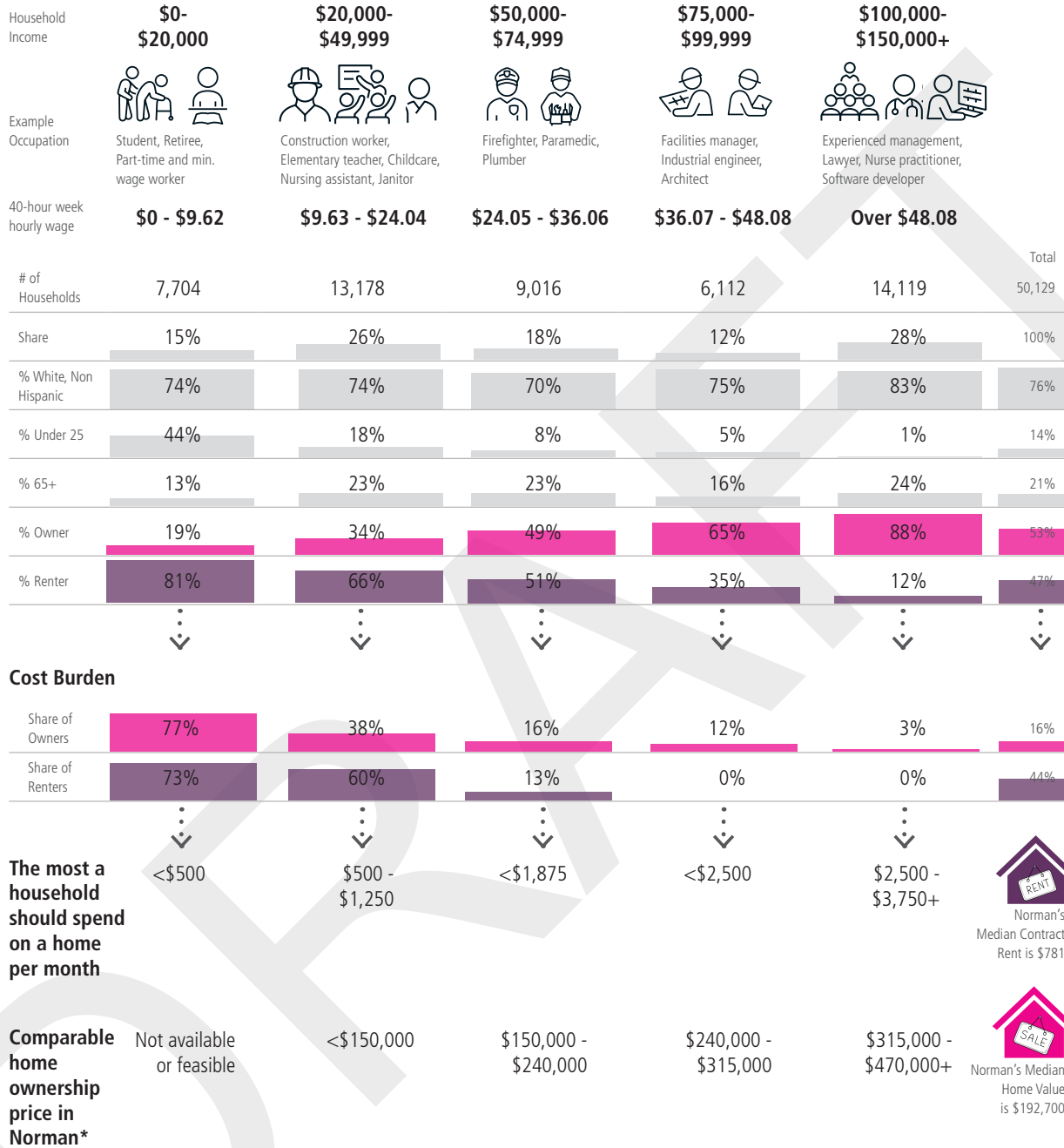
	2010	2021	2010	2020	
	\$143,200	\$192,700		\$568	Norman
	\$131,800	\$175,700		\$581	Cleveland County
	\$104,300	\$192,700		\$473	Oklahoma

Source: American Community Survey

Changes in Cost of Homes and Rent in Norman and the Surrounding Area

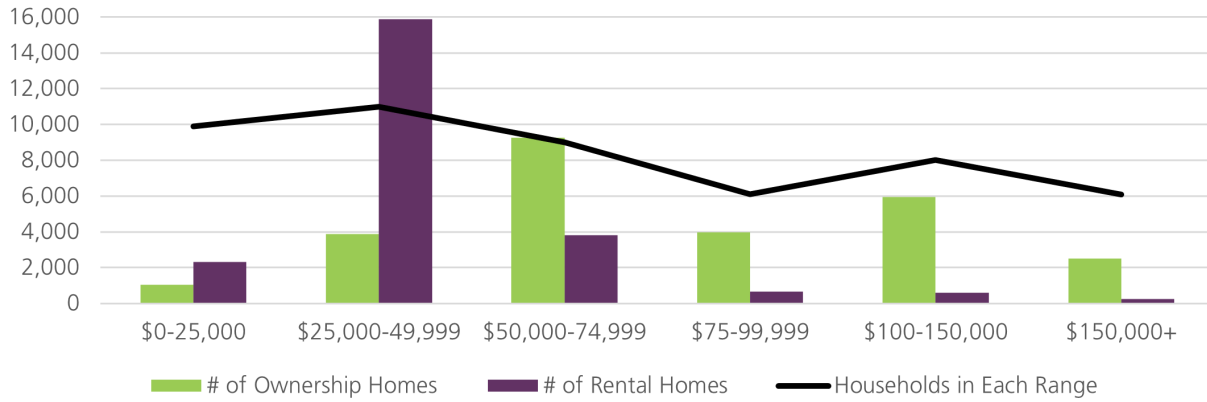
Reported median rent within Norman increased by over 48% from 2010-2022 and 13% from 2020-2022. The city also has a yearly influx of nearly 32,000 students and, while some student housing products are available at affordable prices, these students create additional demand in the rental market. This places an extreme burden on low- and middle- income households across the city trying to find safe, comfortable, affordable housing.

Norman Household Profile



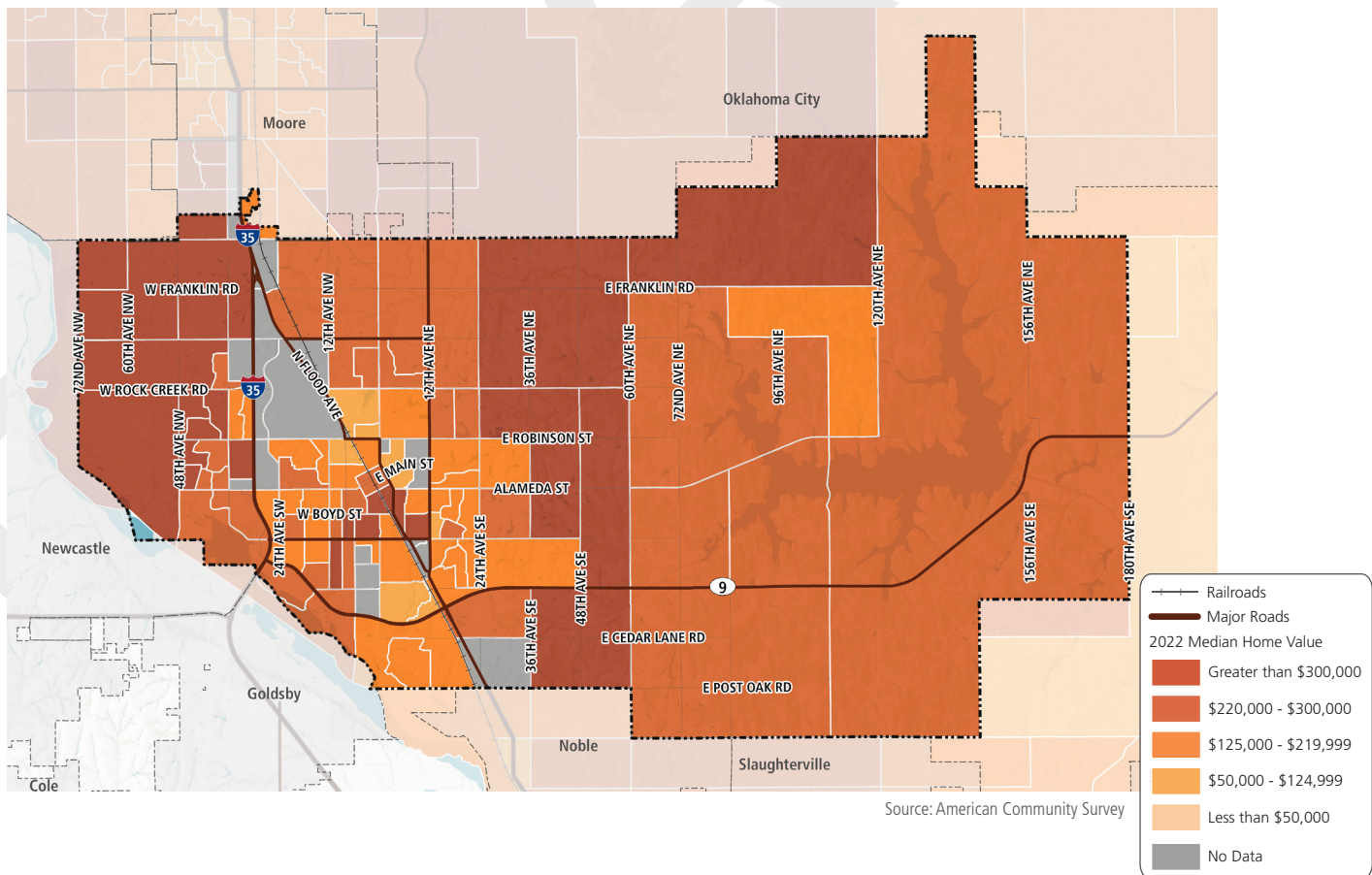
Source: American Community Survey; Paycheck to Paycheck for the Oklahoma City Metro; Zillow.com
 *Assumes a good credit score, no downpayment, no HOA fees, comparable local taxes/insurance, and a 30-year fixed rate mortgage at 6.2%. The comparable home price rises considerably with a 20% downpayment

Norman Housing Stock, by Tenure



As noted, the median income family in Norman cannot afford the median priced home. However, the scale of affordability for homes differs by location within the City, and some areas are more affordable than others. Two-thirds of Norman’s housing stock was developed prior to 2000, with many homes near the city’s core having been developed prior to the 1960’s. While some of these homes are highly controlled historic homes, this area of the city is also home to much of the City’s naturally occurring affordable housing (NOAH) stock. The homes in these areas are already seeing higher levels of displacement, due to development pressure.

Norman Median Home Value, by Census Tract



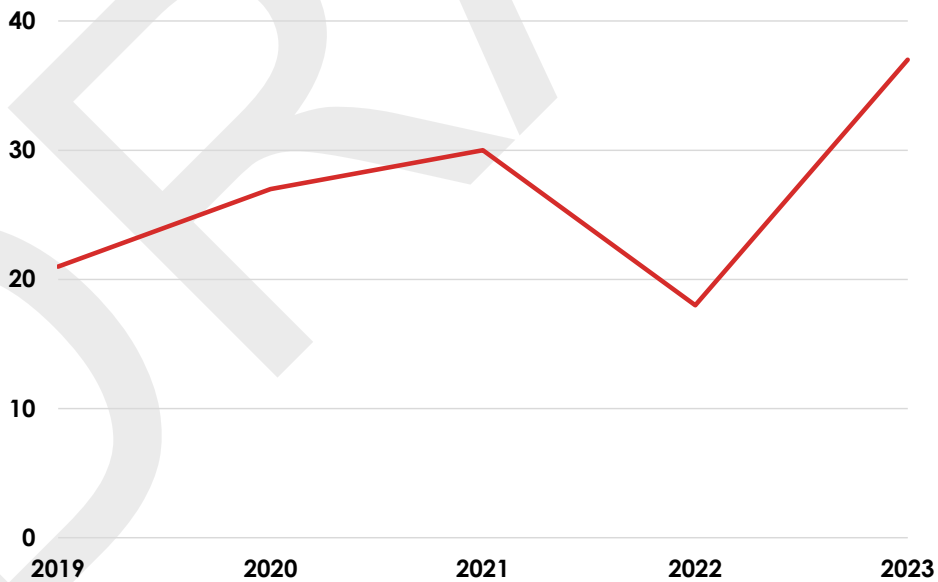
REASONS FOR THE AFFORDABILITY CRISIS IN NORMAN

Like many Cities in Oklahoma, a lack of clear, consistent development requirements results in the inconsistent application of regulations and “negotiations at the horseshoe,” where City Council can make additional demands or acquiescence of developers up until the last moment, endangering projects and making the development process not only arduous, but also infeasible in some instances.

One of the most substantial regulatory barriers leading to affordable housing production and preservation in Norman is the lack of supportive Zoning Code and Subdivision Regulations. Stakeholders of the AIM Norman process indicated low housing supply and development regulations are barriers to overcome. Adopted in 1954, Norman’s first and current regulations do one type of development very well – greenfield large-lot housing subdivisions, to the detriment of all other forms of housing development, including multi-family and missing middle housing types. The Code includes no flexibility or provisions geared towards existing, non-conforming buildings, infill development, and lacks robust administrative approval processes.

Of land zoned for residential uses within the developed area of Norman, over 80% is single-family, with multi-family housing types requiring additional regulatory hurdles before approval. The existing regulations require an increasing number of variances and requests for Planned Unit Development (PUD) rezoning requests. These requests may take upwards of 90 days to complete and require a minimum of two public hearings placing heavy burdens on smaller developers and households looking to reconstruct. In the past five years alone, Norman has seen a 76% percent increase in the number of rezoning requests with 65% of those requests being for a PUD, many of which contain residential uses.

Zoning Change Applications, 5-Year Trend



Additionally, while parking requirements have been updated to recommendations for many types of development, they remain requirements for single-family housing. State statute only requires 33 feet of right-of-way on either side of the road centerline, so many early neighborhoods were established with minimal room for on-street parking. Further, Oklahoma’s reliance on auto-

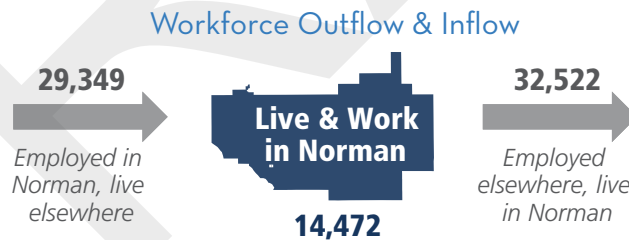
centric infrastructure has created issues where building housing without sufficient parking leads to crowding on public streets, impacting emergency response times and circulation.

Prohibitive building codes also impact the ability for Norman to supply additional housing units. State Code requires any building with four or more units to be considered under the commercial building and fire codes. These requirements can sometimes double the estimated cost of a project, leaving them infeasible for many developers unless the project is of a large enough scale. This leads to a lack of interest in building the missing middle housing that Norman so desperately needs. There is some interest from Norman and neighboring cities to work with the State to make changes to these regulations, specifically for projects where buildings contain six or less homes.

Simplifying processes – allowing more housing types by-right, adding administrative processes, coordinating departmental review, and offering mixed-use, redevelopment, and mixed-income incentives are some of the key items Norman would like to integrate into existing regulations on top of addressing the other, major issues regarding inconsistent application.

Additionally, barriers to affordable housing include infrastructure constraints within the city, specifically in the oldest parts of developed Norman. Near the core of the city, where NOAH is most common, increasingly strained infrastructure will have to be replaced to handle the increase of not just additional persons, but the impervious surface coverage that often comes with increased densities. It is essential that the replacement, as well as expansions, be done with care and sensitivity to residents and our environment.

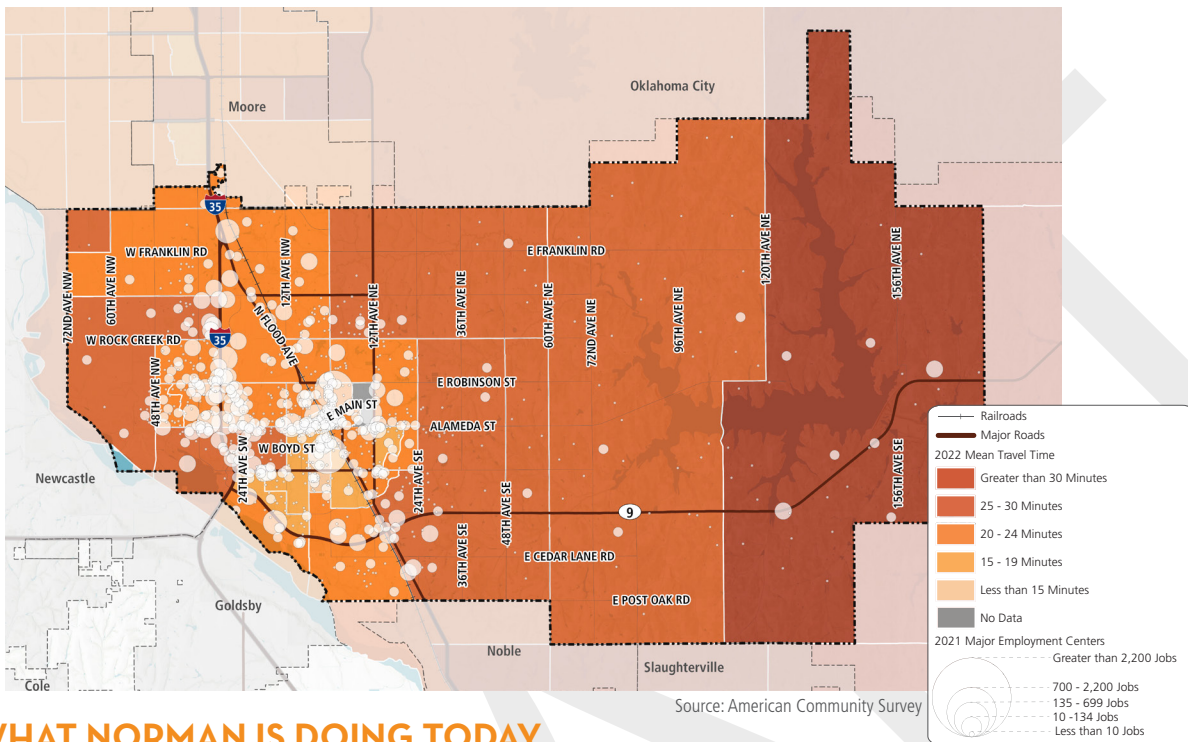
In addition to regulatory and infrastructure hurdles, there are simply not enough jobs in Norman that support living within the City. While it’s common for cities in the Oklahoma City Metro Area to have commuters work with the state’s capitol city, only 22% of the City’s workforce lives and works within the city. The AIM Norman Comprehensive Land Use Plan has identified multiple areas for mixed-use and job center locations with the hopes of attracting new businesses to Norman to support our growing population. In order to support the areas identified, it will be necessary to establish a flexible Zoning Code that also encourages the types of development we wish to see.



Source: Census OnTheMap, 2021

Lastly, once homes are produced at the correct level, residents within the City of Norman may require assistance or support owning, renting, and maintaining their homes. Often, even when a household is not cost-burdened, they may be unable to withstand the cost of other daily needs. Only 44% of Americans would be able to pay for an emergency expense of \$1,000 or more from savings. It is imperative that Norman establish programming to support households of all types, income levels, and abilities – beyond what is being offered today.

Employment Centers in Norman, By Census Tract



WHAT NORMAN IS DOING TODAY

The City of Norman currently provides a range of tools to support housing development and preservation including financing, rehabilitation, code enforcement, and zoning reformations. Increasingly, efforts have been made to expand housing options for members of our community by:

	TOOL	IMPACT
SUPPORTIVE PROGRAMMING	Housing Rehabilitation	City of Norman provides the majority their federal HUD programming dollars to the development of housing, infrastructure for housing, and housing rehabilitation. Rehabilitation projects provide up to \$25,000 per eligible household to cover improvements beyond basic systems and structural needs for low-income households.
	Accessibility Modification	These projects may be either owner-occupied or rental properties. Typical projects include ramps, widening of doorways, and installation or grab bars and hand rails. Also available is a program for Non-Profit Agencies needing accessibility modifications.
	Emergency Repair	The Emergency Repair Grant Program is designed to address an area of urgent need which directly affects the immediate health, safety, or sanitation of the occupants of the structure. Typical projects are replacement of the roof, HVAC system, water heater, sewer line, etc.
	Down-Payment Assistance	The CDBG Grant Division offers \$14,999 in mortgage assistance to first time income eligible homebuyers. The City recently approved this program in 2023.
	HOME Funds	HOME and CDBG funds can be paired with federal housing tax credits to provide gap financing for affordable housing developments.

PLANNING EFFORTS

AIM Norman Comprehensive Land Use Plan After 20 years under the NORMAN 2025 Comprehensive Land Use Plan, Norman leveraged the opportunity to create a new comprehensive plan in conjunction to overhauls of some of our most prominent guiding documents. The idea behind this undertaking was to ensure cohesive plans, focusing not only on protecting our city’s natural resources, but also ensuring the city will be able to accommodate the influx of residents we anticipate over the next 20 years. The Land Use Plan outlines the balance between sensitive development that is responsive to existing neighborhoods and encourages denser development to further affordable housing goals.

AIM Norman Housing Plan The Housing Plan portion of the AIM Norman planning efforts included a housing market study for benchmark indicators, an involved public process in establishing Norman’s housing goals for 2045, and outlines key efforts the city must pursue to meet our housing needs:

- The City must modernize development regulations.
- Variety of housing types across more densities and design approaches.
- Attainable, affordable options for all people must be made available.
- Existing neighborhoods should benefit from infill, enhancements, and maintenance.
- Clear, understandable, and reasonable housing incentives and program procedures should be established.

REGULATORY CHANGES

ADU Regulations Accessory dwelling units (ADUs), which are additional homes on residential lots. Traditionally, these homes have been known as “granny flats,” “mother-in-law suites,” or “garage apartments.” In 2024, Norman approved ADUs by-right in almost all residential zoning districts, several of which had parking requirements. After reviewing the types of applications coming into the office, and issues people were having, in May of 2024, these sections were updated to allow ADUs of various types within all residential zoning districts, and parking requirements were removed.

Tiny Home Provisions Special Tiny Home provisions were introduced, allowing mobile tiny homes to be approved as special uses in rural areas of the city, where access to services are minimal, and multi-generational living is more popular.

Parking Requirement Reform In 2022, the City made a bold move. Shifting from parking “requirements” to “recommendations,” except for single- and two-family dwellings, which has allowed larger residential projects to limit parking and focus more on increasing density. Over the past few years, Norman has seen multiple large residential projects developed and has not seen any negative impacts related to parking on these.

REGULATORY CHANGES (CONTINUED)

Home Occupation Expansion

In 2024, Norman relaxed home occupation regulations. These improved regulations allowed additional types of businesses to be conducted as home occupations and expanded home occupations to all residential zoning districts. Additionally, language was improved to allow home occupations within ADUs, which were previously expressly prohibited through language like “primary dwelling,” “main dwelling,” as well as improving language allowing residents, rather than property owners to conduct home occupations. These allowances create more opportunity for Normanites to engage in home occupations and reduce the need for additional space rentals.

Center City Form-Based Code

In 2017, Norman adopted the Center City Form-Based Code (CCFBC). Most parcels governed by the regulating map were established early in the City’s history. Its purpose is to provide a mechanism for implementing the following specific goals, using both public and private sector investments:

1. Capitalize on public investment in existing infrastructure.
2. Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
3. Create a pedestrian-oriented and multi-modal district.
4. Promote, create, and expand housing options.
5. Ensure transit-supportive and transit-serviceable development
6. Ensure a complementary relationship with surrounding neighborhoods.

In the years following the adoption of the CCFBC the area has seen increases in higher density developments.

Mixed-Use Zoning

A mixed-use zoning district was established as an option for developers looking to rezone. Unfortunately, almost all rezones related to this zoning also require a land use change. With the upcoming adoption of the AIM Norman Land Use Plan, this will no longer be the case – a testament to Norman’s ever improving processes and commitment to affordable housing goals.

Lot Requirements

The City allowed lots platted prior to the adoption of the Zoning Code and Subdivision Regulations to be developed for limited residential purposes without going through Board of Adjustment or variance procedures. This allows smaller, older lots to be demolished and rebuilt, even if they do not conform to current minimum lot size requirements.



EXHIBIT D: SOUNDNESS OF APPROACH

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

SOUNDNESS OF APPROACH

The City of Norman proposes four projects to directly address increasing the amount of affordable housing development and preservation within the city and reduce barriers to housing. Among the Norman households who pay too much for housing, some are far less likely than others to require assistance.

As such, the AIM Norman Housing Plan notes that the City cannot do this work alone. Further, housing affordability must be strategically developed through goals that are responsive to the needs of specific issues and communities in Norman, especially for our most vulnerable residents. The goals of the AIM Norman Housing Plan are outlined below:

- Goal 1:** Modernize development regulations to achieve consistency, efficiency, and outcomes.
- Goal 2:** Add variety in housing types across more densities and design approaches.
- Goal 3:** Increase attainable, affordable and quality housing options for all people.
- Goal 4:** Maintain, enhance, and infill gaps in existing neighborhoods.
- Goal 5:** Have clear, understandable, and reasonable housing incentives and program procedures.

PRO Housing Project 1: Update the City of Norman Zoning Code and Subdivision Regulations

The City of Norman's current Zoning Code is also its original one. Adopted in 1954, Norman's regulations have received updates throughout the years, but are riddled with inflexibility, contradictions, and no allowances for the types of affordable development that the City is looking to encourage. The Code also includes no provisions geared towards existing, non-conforming buildings, infill development, and lacks robust administrative approval processes. The related Subdivision Regulations, while more recently adopted, are based on the type of development that the Zoning Code was designed for – greenfield development of large-lot, single-family homes. In fact, while most lots platted prior to the adoption of the Zoning Code are 25-feet wide, the Subdivision Regulations require a minimum of 35-feet of street frontage and 50-foot lot width to develop a home on a lot.

Further, the City of Norman would like to plan for the establishment of commuter rail throughout the Oklahoma City Metro area, as outlined by the Regional Transit Authority (RTA). It is anticipated that multiple commuter rail stations will be fully active within Norman in the next five to ten years. As such, the AIM Norman Comprehensive Land Use Plan has established Transit-Oriented Development (TOD) Land Use Designated areas which will require specific Zoning regulations to cater to the unique needs of these areas.

The City of Norman believes that an overhaul of the current Zoning Code and Subdivision Regulations, possibly for the creation of a Unified Development Ordinance (UDO), would lead to consistent, reliable regulations that positively benefit housing production for years to come.

The AIM Norman Housing Plan outlines several key improvements that could benefit housing

production and preservation within Norman. These, as well as additional items the City believes are integral to the production and preservation of affordable housing, include the following changes foreseen within the overhauled regulations:

- Minimum density standards, specifically in TOD and Job Center Land Use Designations.
- New Zoning Districts that broaden by-right residential uses.
- Development standards for additional housing types.
- Clarified standards for home development on infill lots.
- Flexibility for non-conformities in existing neighborhoods.
- Improved ADU and Tiny Home provisions.
- Live-work by-right in all residential Zoning Districts.
- Floor-area ratio requirements and evaluation of all bulk standards.
- Context sensitive landscape requirements.
- Parking Regulation Improvements.
- Setback flexibility to allow for:
 - Replication of successful setback requirements in older neighborhoods throughout the city,
 - Home design variation,
 - Improved drainage, common open space, and trails,
 - Fewer Board of Adjustment requests just for setback adjustments, and
 - Opportunities for developers to design homes at lower price points.
- Administrative approvals for items that advance the goals of the Housing Strategy Plan.
- Offerings for mixed-use and redevelopment incentives, including density bonuses.
- Incentives for low-income and workforce affordable housing.
- Provisions for mixed-income or price point projects, including target metrics.

Precedent: Edmond, OK; Oklahoma City, OK

Estimated Cost: \$500,000

Housing Goals (pg. 19) Impacted:

Estimated Timeline: 18-21 Months

Goal 1 ✓

Goal 2 ✓

Goal 3 ✓

Goal 4 ✓

Goal 5 ✓

PRO Housing Project 2: Develop and Adopt a Neighborhood Pattern Book of Pre-Approved Housing Designs

One strategy clearly called for within the AIM Norman Housing Plan is for the creation of a housing typology “look book” including pre-reviewed plan configurations specifically designed for missing middle housing types and smaller lots. The main goal of this item is to encourage the development of products with affordability guarantees for households making 80%-120% AMI.





A housing pattern book of architectural plans, pre-approved by the City’s Development Services Division, for infill housing in Norman neighborhoods, including single-family homes, duplexes, missing middle (2-12 homes) housing, and ADUs. The Pattern Book project includes the development of housing plans prepared by consulting architects, planners, engineers, as well as building code analysts (some staff, some consultants obtained through a competitive RFQ process). The City of Norman would purchase the intellectual property developed through the pattern book so that Norman residents can use the plans at low to zero cost and receive expedited approvals through Development Services if the plans are used.

Depending on the applicable Zoning District, paired with decreased minimum lot sizes and flexible standards (from Project 1) these plans could be used for homeowners to redevelop, add density to existing homes, or fully develop vacant lots. Plans would also be available to our local housing partners, for-profit and non-profit housing developers, for infill housing projects including for those with affordability guarantees.

The housing pattern book would have a neighborhood component, consistent with the policies of character areas, as outlined in the AIM Norman Comprehensive Land Use Plan, to be suitable for existing Norman neighborhoods and garner support. The pattern book would live in the Development Services Division and be marketed to homeowners and small developers, like the Sears catalogue of plans that used to speckle the lots next to Norman’s beloved Burlington North Santa Fe (BNSF) rail line.

Precedent: Bryan, TX; Shawnee, OK Estimated Cost: \$200,000

Housing Goals (pg. 19) Impacted: Estimated Timeline: 12 Months

Goal 1 Goal 2  Goal 3  Goal 4  Goal 5 

PRO Housing Project 3: Conduct a Parking Study to Determine the Impact of Minimum-Maximum Regulations on Housing Affordability



The City of Norman’s minimum parking recommendations and requirements are often cited as inhibiting the construction of new housing. Required parking is outlined for single-family, duplex, and Center City Form-Based residential development. In 2022, the City updated requirements for all other uses, including multi-family construction to recommendations. While this was a step in the right direction, the City is considering the implications of enacting maximum parking requirements as well.

Large commercial projects often overpark – using numbers based specifically on outdated assumptions of peak traffic on holidays and during their busiest hours. This creates a sea of parking that is unused most of the time. The land saved from instilling maximum parking could, incrementally, be used to develop mixed-use housing as well as lower the cost of construction. Additionally, the establishment of less car-dependent development would produce more affordable housing patterns, especially in TOD and Urban Living Center Land Use Designated areas of Norman.

Changes to parking standards can be adopted under the existing Comprehensive Plan and Zoning Code, but will require a comprehensive study to determine the extent to which these should be updated. As such, this project would include a comprehensive evaluation of parking supply and demand near OU campus, downtown, and for typical use categories. Following the study, staff will work with the Project 1 Consultant (to be contracted via competitive RFQ) to implement recommendations from the study into the Zoning Code and Subdivision Regulation update.

Precedent: Iowa City, IA Estimated Cost: \$100,000

Housing Goals (pg. 19) Impacted: Estimated Timeline: 6 Months

Goal 1  Goal 2 Goal 3 Goal 4 Goal 5 

PRO Housing Project 4: Produce an Affordable Housing Action Plan

The Housing Plan as outlined in AIM Norman, was the City of Norman’s first ever inclusion of a housing element in the Comprehensive Plan. While the plan outlines some of the essential overarching goals that the City should pursue, as well as clearly define Zoning Code and Subdivision Regulation improvements, there is a lack of specific, prioritized programming outlined within the plan.

As such, following the adoption of the new Zoning Code and Subdivision Regulations, the City of Norman believes that to preserve affordable housing and limit displacement, an affordable housing action plan should be developed concurrently to the production of the Neighborhood Pattern Book. Both products will incorporate the updated regulations to ensure that the City is on the right path to meet affordable housing goals. Further, the affordable housing action plan will allow Norman to use the AIM Norman Housing Plan as a baseline for which to compare progress and provide an opportunity to update key metrics for maintenance and monitoring.

This Affordable Housing Action (AHA) Plan shall explore:

- Defining “affordability” within Norman and determining parameters for affordability requirements for city-backed projects.
- Clearly promoting affordable housing, especially in TOD and Urban Living Center Land Use Designations.
- Creating a pathway for establishing anti-displacement housing regulations, which may include Right-of-return and Right-of-first-refusal Ordinances.
- Providing a roadmap for supportive programming, and strengthening financing, education, and partnership options for the City including:
 - Development or redevelopment of affordable housing via City-backed projects.
 - Identification of affordable housing stock requiring maintenance and repair.
 - Expansion of the existing Low-Income Housing Tax Credit (LIHTC) program, as well as possible funding sources for future projects, exploration of fee waivers, and related parameters for establishing such programming.
 - Identification of partnership opportunities.
- Detailing the action steps, timelines, responsible parties, and required resources for short- and long-term actions and strategies as defined in the AHA Plan.

Precedent: Edmond, OK; Oklahoma City, OK


Estimated Cost: \$200,000

Housing Goals (pg. 19) Impacted:

Estimated Timeline: 10-12 Months

Goal 1 

Goal 2 

Goal 3 

Goal 4 

Goal 5 

ALIGNMENT WITH EXISTING INITIATIVES AND SIMILAR EFFORTS

Zoning Reforms

Many cities have looked towards zoning reformation to establish more equitable, affordable housing patterns. Most prominently, cities have begun to allow multiple housing types within zones by-right, shifting from exclusionary zoning practices to more inclusive ones. Edmond, OK is currently going through a zoning update right now where there are two or three housing zones, excluding their new mixed use zones – low, medium, and high residential. In each zone, there

are multiple housing typologies which are allowed, as well as the integration of ADUs, live/work development, and appropriately scaled commercial and recreational development. California has been leading the housing reform pattern for a long time – adopting ADU standards, reducing parking requirements, and promoting linkage fees, affordable housing projects, and mixed-income projects. In addition, the ONE Atlanta housing plan covers everything from zoning reform to affordable actions such as turnkey renovations for affordable housing stock, community land trusts, and revolving affordable housing funds. This project has been going for several years with successful catalyst projects.

In Oklahoma City, the Strong Neighborhoods Initiative (SNI) works with community partners to build affordable housing projects, such as the PIVOT revitalization of NE 23rd Street. PIVOT, a neighborhood non-profit also recently constructed a tiny home affordability project within Oklahoma City.

Existing Initiatives

The items outlined in this application are the direct result of ongoing policy changes led by the municipality, elected officials, and community sentiment. During the AIM Norman (AIM) process, which included updates to the Comprehensive Land Use Plan and the Housing Plan element, the AIM Norman steering committee was adamant that until zoning regulations reflected the goals and efforts of the new plans, we would not be able to produce more affordable housing types within the City. This committee included community members from various stakeholder groups, including developers, the local continuum of care, nonprofits, and REALTOR®s.

The AIM Norman planning efforts account for population growth into 2045 and require a nearly 50% increase in yearly housing development to accommodate the anticipated population change within that time. The Housing element of AIM includes a list of strategies to pursue, including sourcing stronger partnerships, developing housing funds, and expanding programming. An affordable housing action plan would allow the city detail and understanding of the goals and efforts outlined in this element.

The proposed changes to the Zoning Code, neighborhood pattern book, study of parking, and affordable housing action plan will allow the city to prepare confidently for the introduction of regional commuter train routes and expansion of existing regional public transit – as outlined in RTA and Embark regional plans.

With focus on infill and redevelopment, as well as rehabilitation and renovation, the proposed activities under this grant application endeavor to include anti-displacement regulations and long-term housing equity. Tools and processes outlined in the AIM Norman Plans focus not just on increasing affordable housing stock, but also maintaining affordability for existing residents. The increased flexibility of the code and foreseen action plan towards supportive programming endeavor to help keep residents in their homes – with those homes being safe, comfortable, and attainable for households of all shapes and sizes.

The activities proposed within this application are forward-looking, keeping in mind the job centers of the area. The University of Oklahoma (OU) located within the City of Norman, and Oklahoma City are some of the largest employment centers in the area. Updated Zoning Code and Subdivision Regulations, supported by an understanding of the impact of parking patterns; paired with neighborhood level pre-approved plans and an Affordable Housing Action Plan will allow the city to focus on affordable housing near public transit and commuter rail – establishing strong

last-mile connections and allowing residents, employees, and visitors safe connectivity between home and work.

Environmental Considerations

The most significant environmental risk facing the City of Norman is the impact of development and human activity on the local watersheds, including Lake Thunderbird and the Garber-Wellington Aquifer. Without substantially protective regulations in place, poor drainage and sprawl development will impact the water supply very quickly. In 2023, the City of Norman suffered from a drought, which impacted the daily water use of residents and visitors. Building in a sustainably resilient manner is at the forefront of the AIM Norman processes, which included an update to the Water, Stormwater, and Wastewater Master Plans. The resulting plans intend to increase density within the most developed areas of the city, while protecting the ecologically sensitive areas surrounding the watersheds and the floodplains. With higher density projects, drainage can be handled at the neighborhood level, as opposed to site-by-site basis, which increases the likelihood that the impact will be mitigated and promotes low impact design. Additionally, reusing existing parking spaces for redevelopment encourages redevelopment to include less impervious coverage, reducing the impact of run off and preventing flooding issues within the City.

Possible Roadblocks

Roadblocks that may impede the implementation of the proposal, including most likely obstacles are changes in City Council members and possible community opposition to the development in affordable housing.

City Council has expressed strong interest in affordable housing and has supported staff-led efforts including the AIM Norman Comprehensive Plan process and AIM Norman Housing Study. However, changes in leadership may impact the ability to codify reforms. Staff believes open and clear communication about the benefits of these changes to constituent lives, along with transparency, fiscal responsibility, and public stewardship will enable these processes to be implemented. As a municipality, City staff is not new to the impact of leadership change, but is cognizant of the obstacle it may propose.

Additionally, while support for affordable and attainable housing has been growing within Norman, there can still be opposition to projects of certain sizes and scales. Staff is confident that working with City Council and City Management will allow for robust public processes that create strategies and implementation towards affordable housing for all people within the City.

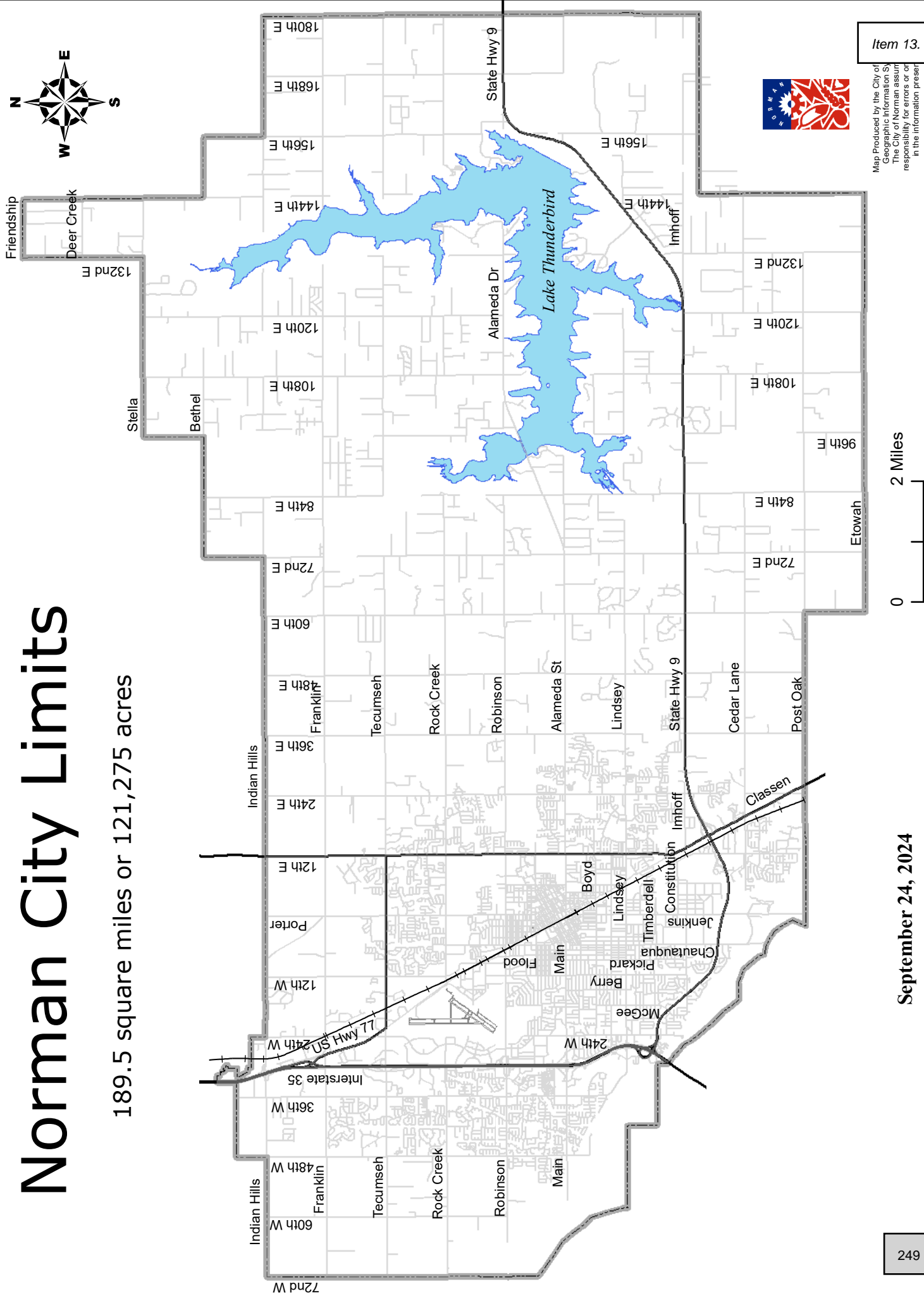
GEOGRAPHIC SCOPE OF PROPOSED GRANT-FUNDED ACTIVITIES

The activities proposed within this application are intended to serve the entire geographic scope of the City of Norman. Key portions of the Plan, Neighborhood Pattern Book, and Zoning and Subdivision regulation updates will prioritize historically under-served areas, TOD and Urban Living Center Land Use Designations, and ecologically sensitive areas with specific details.

A map of Norman City Limits is provided on the next page (pg. 25).

Norman City Limits

189.5 square miles or 121,275 acres



Item 13.
Map Produced by the City of Norman
Geographic Information Systems
The City of Norman assumes
responsibility for errors or omissions
in the information presented.



September 24, 2024

STAKEHOLDERS

Norman has tremendous support from our community stakeholders for building affordable housing in the City. All activities outlined within this application were developed because of the two-year long planning process for the AIM Norman Comprehensive Land Use Plan and related elements for various portions of the city, including Housing. The AIM Norman process included a 14-person steering committee of community members from various backgrounds and representatives of partner organizations, including the local continuum of care (CoC) and non-profit organizations. A sub-committee was convened for the purpose of deep diving into the Housing Need within Norman. This committee met several times and with local groups. Public outreach for this plan also included in-person and virtual input opportunities of multiple kinds – including surveys, mapping exercises, open comments, e-mails, sticky notes, and public comments. Throughout the process, over 17,000 visits to the project website occurred and over 2,300 survey responses were received, with the housing topic receiving more survey responses than any other subject. The resulting direction from these processes was ubiquitously in support of updating the Zoning Code to allow more housing types by-right and additional changes and protections that would help further the goals of creating affordable and attainable housing within the city.

Some of the feedback the City of Norman heard during the AIM Norman Planning Process includes:

“[Norman] needs more quality, affordable housing for low and middle-income [households]...” – Neighborhood Workshop Participant

“Please build a more walkable community that is affordable.” – Survey Respondent

&

45% of survey respondents recognized “Increasing attainable, accessible, and quality housing options for all people” as the top of five goals within the proposed housing plan.

An outline of stakeholders identified for each proposed grant-funded project is shown below.

PROJECT	STAKEHOLDERS
PRO Housing Project 1: Update the City of Norman Zoning Code and Subdivision Regulations	City Staff, Developers, Builders, Financiers, Architects, Engineers, and other development professionals who will ultimately be Code users.
PRO Housing Project 2: Develop and Adopt a Neighborhood Pattern Book of Pre-Approved Housing Designs	City Staff, Small Developers, Property Owners, For- and Non-Profit Partners
PRO Housing Project 3: Conduct a Parking Study to Determine the Impact of Minimum-Maximum Regulations on Housing Affordability	City Staff - Historically speaking, parking studies do not have public engagement components. The results of the study, and regulatory impacts it may have, will go through the stakeholders involved in the Zoning Code update.
PRO Housing Project 4: Produce an Affordable Housing Action Plan	City Staff, Low- to Moderate- Income Households, Non-Profit Partners, CoC Partners, Elected Officials, and Residents in need of resources.

During the planning process for the Zoning Code, stakeholders involved in the planning process will include those most familiar with the code, who will be working with them – local developers, elected officials, committee members, lenders, designers, builders, and engineers. Their expertise will allow the City to craft a Code that ensures ease of use and proper processes. While public engagement for this process will be limited, the directions were crafted from years of public input on multiple projects.

The affordable housing action plan will center these stakeholder groups throughout the process. AIM Norman’s housing plan was developed with community stakeholders, but we acknowledge that there were people missing from the conversation. As part of this plan, we look to complete focused stakeholder engagement with these groups, as well as groups within our CDBG Neighborhoods program. By conducting focus meetings across multiple day and time periods, we can cater to the specific needs of each group. Additionally, we plan to do focused outreach at locations such as the senior center, public libraries, food banks, and on public transportation to increase the probability that we are clearly representing all groups.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

“Building an Inclusive Community.” – Norman City Motto

The City of Norman is intent on doing more than simply not discriminating in compliance with the Fair Housing Act mandate. Meaningful actions will be undertaken to overcome patterns of segregation, concentration of socioeconomic status, and fostering inclusive communities. Beyond the statutorily protected classes (Race, Color, National Origin, Religion, Sex, Familial Status, Disability), the City further makes concerted efforts to develop housing that includes mixed-income and all income levels. These efforts are not limited to a specific Council Ward or geographic area.

It is anticipated that the proposed project activities will result in the removal of barriers to the development of affordable housing in well-resourced areas of opportunity by cutting through arduous processes and allowing development of more affordable housing products by right, as well as incentivizing affordable housing development. Through the affordable housing action plan, the City intends to pursue priority programming aimed at low-to-moderate income households (80-120% AMI, and below) with regard to not only finding housing, but also staying in safe, comfortable, and affordable housing options within the city. Norman recognizes the need for non-displacement protections and support which affect the most vulnerable of our households. Within Norman, non-white, specifically black renter households are affected the most by cost burdening. Our proposal looks to protect these most vulnerable of persons within our community.

Zoning, especially codes adopted in the mid 1900’s, are vestiges of the redlining practices that furthered segregation. Four years before Norman’s Zoning Code was adopted, the University of Oklahoma enrolled its first BIPOC student. Oklahoma also has a fraught, but ever-improving, history with First Americans. Today, large portions of the far eastern side of the City are Citizen Potawatomi and Absentee Shawnee Tribal Lands. Norman intends to promote desegregation by removing barriers to affordable and attainable housing options throughout the City. The projects outlined within this application are representative of the efforts that Norman believes will promote desegregation within the City.

The naturally occurring affordable housing within the city of Norman is currently experiencing strong development pressures. When redeveloped, the homes going in are neither affordable nor

attainable. It is the City's desire that, by allowing additional housing types, flexibility of standards, and simplified processes would cultivate multiple housing types throughout the city, encourage mixed-income housing development, and remove concentration of affordable housing types, while maintaining anti-displacement standards of care.

The approach to protecting the unique housing needs of members of protected class groups such as persons with disabilities, families with children, and under-served communities of color is two-fold. Throughout the parking study and Zoning Code and Subdivision Regulation update processes, the city intends to incorporate special regulations aimed at protecting housing for these communities, as well as incorporating universal design principles into the final code product. The Zoning Code and Subdivision Regulations will apply a fair, accessible code evenly across the board. While it will be highly flexible, it will also be consistent. The more accessible the code is, the lower cost housing products can be, and the more approachable smaller projects can be for those with less – they can build/maintain more easily without the need for extremely complicated processes.

The affordable housing action plan will center these stakeholder groups throughout the process. AIM Norman's housing plan was developed with community stakeholders, but we acknowledge that there were people missing from the conversation. As part of this plan, Norman looks to complete focused stakeholder engagement with these groups, as well as groups within our CDBG Neighborhoods program. By conducting focus meetings across multiple day and time periods, we can cater to the specific needs of each group. Additionally, we plan to do focused outreach at locations such as the senior center, public libraries, food banks, and on public transportation to increase the probability that we are clearly representing all groups.

The activities proposed within this application, while not providing any actual development of housing units, endeavors to limit and mitigate displacement of future development activities by promoting anti-displacement measures such as the right-of-first-return and first-right-of-refusal. Additionally, outlined in the affordable housing action plan will be programming for housing support and maintenance. Once a household has found an attainable option, the city endeavors to support the household in stability and remaining there. Additionally, all materials (including final products) and outreach efforts will adhere to ADA standards, as well as any other federal, state, and local requirements for such items.

Equity is an ever-growing part of municipal work and the public process. As additional considerations are available from public and professional sources, our office accounts for this information and integrates it into our professional practices. As the activities are outlined within our proposal are intended to be led by the Planning Department; the American Planning Association code of ethics, APA Planning for Equity Policy Guide, and continued research into equitable planning processes serves as the North Star of our efforts.

Each year, HUD invests billions of federal dollars into distressed communities across the country for projects. Projects include:

- Building and rehabilitating housing
- Improving a variety of infrastructures
- Building community centers
- Helping families achieve stability and advancement

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons

within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that “to the greatest extent feasible,” when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both gender and race neutral.

Other equity considerations informed by local circumstances include the city of Norman is largely impacted by our student residents as the home to one of the states top universities. It will be important to include student groups during the planning process to ensure housing that meets student affordability needs does not impact other household makeups.

Success of the grant-funded activities efforts on promoting desegregation, expanding equitable access to well-resourced areas of opportunity, and furthering the de-concentration of affordable housing will be determined through the use of key metrics – to be identified based on available data during the Affordable Housing Action Plan phase, but may include:

- Homeownership by race
- Housing cost burden by income
- Homelessness by disability status
- Evictions by race
- Home purchase loan denial by race
- Homelessness by veteran status
- Rent burden by income
- Based on available data

Once determined, an annual report will be produced.

The applicant is not proposing the use of PRO Housing funds to fund housing units, and thus will not be affirmatively marketing units. This will be a consideration of any programming outlined in the affordable housing action plan for items that do result in the development of homes.

BUDGET AND TIMELINE

Estimated Costs

Project #	Description	Estimated Costs
1	Zoning Code and Subdivision Regulation Overhaul	\$500,000.00
2	Neighborhood Pattern Book	\$200,000.00
3	Parking Study	\$100,000.00
4	Affordable Housing Action Plan	\$200,000.00
-	Contingency	\$100,000.00
-	Administrative Costs	\$100,000.00
TOTAL		\$1,200,000.00
Total City of Norman Contributions		\$200,000.00
TOTAL AWARD REQUEST		\$1,000,000.00

The \$1.2M budget was developed based on quotes from previous plan experiences and projects funded by other local entities. For Example, in 2023, Edmond, Oklahoma contracted out for a Unified Development Ordinance update to their Zoning Code for roughly \$490,000.00. Based on the costs of previous plans and municipalities operating similar activities, we anticipated expenses. Each proposed amount is in alignment with industry standards and is cost-effective. Additional contingency dollars are included in the event prices for these items have increased. Ten percent administrative costs were assigned consistent with the practices and policies of Norman, Oklahoma.

The budget will be managed through the Development Services Department, GDBG Grants Division. Funding will be allocated to individual divisions to conduct related activities as deemed necessary.

While the City of Norman has proposed an application in the amount of \$1.2M, it is understood that funding may be awarded at a lower levels. All proposed activities outlined within this application are high priority items for the City of Norman. In the event that HUD is unable to award all funds or programming efforts, the City intends to pursue them to the best of our abilities. Ideally, all projects would be funded through the PRO Housing programming and the City's supporting leveraged funds. In order to be most effective, estimated activities may be scaled back to conduct the activity at a lower estimated cost based on awarded funding.

Timeline

Below is a tentatively proposed schedule based on the activities requested within the application. The schedule may shift based on how long it takes for the grant to be awarded as well as when meetings are available for certain items, such as the acceptance of the code update will be dependent on when it can go to a meeting. However, the length of time associated with each portion of the plan is clearly based off the typical project time associated with these items. All items are intended to be completed by 2027, well before FY2030.

ACTIVITY	TIMELINE
Notice of Funding & Contract Drafting – HUD and Local Contract Approvals	3 Months – February 2025
Notice of RFP/RFQ for Zoning Code and Parking Study released	30 days – May 2025
RFP/RFQs closed; finalist interviews; consultants chosen	15 days – May 2025
Projects awarded & Contracts Draft; Contracts approved by City Council	15 days – June 2025
Kick-off for Zoning Code and Parking Study	18-20 Months – June 2025 6 Months – June 2025
Parking Study Completer – Informing Zoning Code Update	December 2025
RFP/RFQs for Neighborhood Pattern Book and Affordable Housing Action Plan released	30 days – June 2026
RFP/RFQs closed; finalist interviews; consultants chosen	15 days – July 2026
Project awarded & Contract Draft; Contracts approved by City Council	15 days – August 2026
Zoning Code Adopted	December 2026 - February 2027
Kick-off for Neighborhood Pattern Book and Affordable Housing Action Plan including influence from Zoning/Parking Efforts	12 Months – August 2026 10-12 months – August 2026
Neighborhood Pattern Book and Affordable Housing Action Plan Adopted	August 2027
Maintenance and Monitoring	September 2027 onward

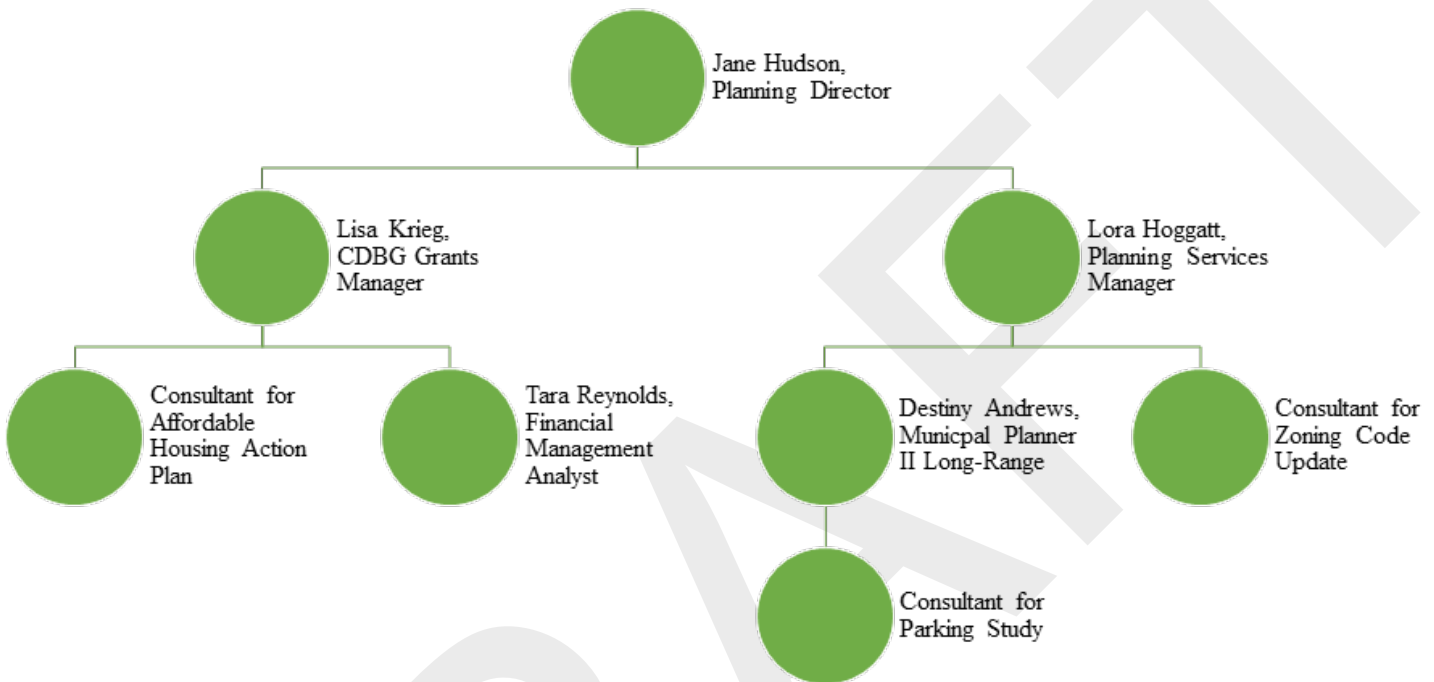


EXHIBIT E: CAPACITY

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

CAPACITY

The City intends to have four full-time staff commit expansive amounts of time to the projects, including the following as outlined in the below chart:



- Lora Hoggatt will oversee the Zoning Code update process and coordinate with the consultant.
- Destiny Andrews will oversee the consultation process for the parking study and will report directly to Lora Hoggatt.
- Lisa Krieg will manage the process for the affordable housing action plan, as well as oversee grant administration through Tara Reynolds.
- Tara Reynolds will report to Lisa Krieg and will maintain all associated reporting documentation with regards to the projects.
- All parties will report to Jane Hudson, Planning Director, regularly to ensure a timely product.

There is no position within the city that is contingent upon the award of this grant.

The City of Norman Planning Services Division will be the lead agency or entity for all projects within this application. The role of the city will be to liaison between consultant groups and the public, while guiding the policy and regulation creation. City Staff will work with partner agencies during the stakeholder process and will manage consultants for these projects. City Staff have experience in contracting with consultant organizations in order to complete large-scale planning efforts, most recently with the AIM Norman process. The AIM Norman planning process resulted in the drafting of the new Land Use Comprehensive Plan, as well as additional plan updates to the Water, Wastewater, Stormwater, Transportation, Parks, and Housing Plans. Norman has effectively

leveraged City dollars for this, and other similar projects in the past and has ample experience with procurement procedures. Further, the City of Norman is an entitlement municipality within the CDBG and HOME programs and has experience leveraging grants and working with federal dollars. The City is confident in its ability to quickly launch and implement these major projects within the required timeframe for the PRO Housing grant.

Once the projects are completed, The City of Norman, with power established by the State of Oklahoma, as governed by the City Council has the ability and experience to effectively implement the proposed reforms as detailed in this application. No additional government entities are necessary for implementation.

This proposal does not include partnership organizations outside of the stakeholder engagement process. While the City will be working with consultant firms or organizations for the activities outlined within this application, the City of Norman has ample experience working with these types of partners, including past iterations of all plans most recently updated with the AIM Norman process. There is no foreseen dependency on partner capacity to design, plan, or remove barriers to housing within this application.

This application was prepared by applicant staff, specifically those who will be involved with the implementation process, if awarded.

Applicant staff engaged with this application include:

- Destiny Andrews, Municipal Planner II – Long-Range, City of Norman
- Lora Hoggatt, Planning Services Manager, City of Norman
- Lisa Krieg, CBDG Grant Manager, City of Norman
- Tara Reynolds, Financial Management Analyst, City of Norman

City staff has experience working with and analyzing data regarding economic or racial disparities on previous planning projects.

DRAFT



EXHIBIT F: LEVERAGE

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

LEVERAGE

The City of Norman proposes to leverage city dollars to support the ongoing efforts to remove obstacles to affordable housing. Specifically for this grant, Norman intends to leverage 20% of awarded funds, or \$200,000.00 towards projects outlined within the grant application.

In addition, Norman will continue to leverage city dollars to support the production and preservation of affordable housing within the city by continuing the efforts outlined in Exhibit B, under existing initiatives.

Resources for this project are firmly committed to by City Council, via Resolution R-2425-**(Resolutions Number Forthcoming)**, as supplied. Resources were firmly committed on October 8, 2024.



EXHIBIT G: LONG-TERM EFFECT

**PATHWAYS TO REMOVING OBSTACLES
TO HOUSING (PRO HOUSING)
CITY OF NORMAN, OKLAHOMA
GRANT PROPOSAL**

LONG-TERM EFFECT

One of the most prominent barriers identified in (b)(i) was the impact of outdated regulations on current development. There is an identified mismatch between market requirements, building codes, and the Zoning and Subdivision Regulations which each of the other items rely on. Updates to the regulations would allow the city to get out of its own way and promote the types of affordable, attainable housing that we would like to see within our city. Underproduction, as a result of regulatory misalignment has affected many parts of the country, but is prominently felt in Oklahoma where a high influx of migration from other states has increased the need for housing on a previously unforeseen scale (from BI). A successful program would allow the City of Norman to adjust our processes to directly address identified barriers in such a way that would enable building practices within the city to change for years to come. The current lifetime of the AIM Norman plan is until 2045, but the City endeavors to build a more inclusive city, resiliently for years to come. Paired with the Affordable Housing Action Plan, to be developed on the tail end of the zoning regulation updates, this plan will help us (knowing that our regulations for the type of development we'd like to see are in place) attack the more programmatic side of these practices – including but not limited to additional anti-displacement efforts, housing affordability efforts, rehab, maintenance, and monitoring efforts. The Affordable Housing Action Plan will identify how to strengthen partnerships to create and maintain additional funding mechanisms which will in turn create capacity within the city to operate these programs in perpetuity.

One perceived outcome from a result of grant-funded activities is the decrease in concentration of low-income households and increased production of mixed-income housing. Mixed-income housing, whether it is in one building or sprinkled throughout a neighborhood or district, offers many social advantages to all residents. When low-income individuals and families are concentrated in one area, that area is often disinvested, and the residents are less likely to have access to quality grocery stores, distinguished schools, or favorable job options. Rather, in a mixed-income neighborhood, low-, middle-, and high-income residents all have access to the same spaces and places as one another, giving a more even playing field for all who call the neighborhood home. Mixed-income housing also provides mental benefits to residents. Lower-income individuals have expressed that they are more comfortable in a mixed-income neighborhood, that they feel safer and more confident leaving home. They also feel greater pride in their neighborhood and are more likely to keep their owned or rental property better maintained. Middle- and high-income residents build an appreciation for income diversity among neighbors. These neighborhoods also provide benefits to children, giving them the opportunity to play with and learn from other children who may live differently than their own family.

Upon completion of the grant-funded activities, the City of Norman will have – a) a completed Parking Study extrapolating foreseen effects of min/max parking requirements on housing supply with results incorporated into, b) an updated Zoning Code and Subdivision Regulation section of the code which will encourage desired development patterns including mixed-use, live-work, and traditional neighborhoods, and c) an Affordable Housing Action Plan set to attack more long-term, programmatic issues within the city pertaining to affordable housing .

Norman is uniquely positioned, not just as the home of a land-grant university in a growing metro area, but also as a mid-sized American city, to set the standard for what it means to plan and grow as an affordable city. Norman is the third most populous city within Oklahoma, behind the City

of Oklahoma City and City of Tulsa, and our population of roughly 130,000 still means, we are comparatively small. The development pattern of the city is consistent with many railroad cities within the Midwest. While we have many unique features, Norman deals with challenges that face almost all American cities on a daily basis; drought and water concerns, infrastructure in need of updates, a tight housing market with many missing middle products, and other influential factors that Norman can set the stage for.

A successful outlook for the end of the performance period will be that the city is poised to produce housing at the required rate to meet the anticipated need for 2045. This will happen, in tandem with anti-displacement and supportive housing programming as established through the Affordable Housing Action Plan. There is a delicate balance between producing affordable and mixed-income housing throughout the city and limiting displacement and segregation within our borders. A successful use of PRO Housing grant funds for the programming as outlined within this application will address the needs for affordable housing today, tomorrow, and for years to come, while allowing people to live, work, play, and age-in-place in their homes here comfortably.





October 8, 2024

U.S. Department of Housing and Urban Development
Office of Grant Programs
451 7th Street, S.W.
Washington, DC 20410

RE: Letter of Commitment for the PRO Housing Notice of Funding Opportunity

Dear Sir or Madam:

We the City Council would like to express our strong support for the grant application submitted by the City of Norman. We believe that the proposed projects, which involve a Zoning and Subdivision Regulation Update, Neighborhood Pattern Book & Pre-Approved Plans, Parking Study, and Affordable Housing Action Plan, will have significant positive impacts on the availability of affordable and attainable housing, which will directly increase quality of life for the residents of Norman. The City of Norman is committed to providing \$200,000 in local funds to be used as leverage in support of this application.

As an elected Council responsible for overseeing capital funds and promoting a more inclusive city, the City Council has directly contributed to the grant application through the AIM Norman Comprehensive Land Use and Housing Plans. These Plans include analysis of current housing market studies, regulatory barriers, and prioritized actions designed to improve attainability and reduce disparities.

The City Council fully supports this grant application and will ensure that local funding is prioritized for its projects. The Council will also help ensure that the City of Norman will carry out this project with the utmost professionalism, efficiency, and effectiveness.

We are committed to supporting the City of Norman staff in any way we can, and believe that this grant will provide the necessary resources and support needed to make this project a success. We would like to extend our heartfelt gratitude to the Office of Grant Programs for considering the City of Norman's request.

Thank you for your time and consideration.

Sincerely,

Larry Heikkila
Mayor, City of Norman, Oklahoma | City Council

File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY PROJECT FUNDING FROM CONGRESSIONALLY-DIRECTED SPENDING IN THE AMOUNT OF \$5,000,000 AS ADMINISTERED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR USE ON WASTEWATER RECLAMATION FACILITY PROJECTS TO BE COMPLETED BY THE UTILITIES DEPARTMENT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: October 8, 2024

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COMMUNITY PROJECT FUNDING FROM CONGRESSIONALLY-DIRECTED SPENDING IN THE AMOUNT OF \$5,000,000 AS ADMINISTERED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR USE ON WASTEWATER RECLAMATION FACILITY PROJECTS TO BE COMPLETED BY THE UTILITIES DEPARTMENT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Norman Utilities Authority operates and maintains the Wastewater Reclamation Facility (WRF) for the City of Norman for treatment of wastewater prior to discharge to the Canadian River or beneficial reuse. Several capital projects are currently planned or underway for the WRF including:

1. WRF Dewatering Centrifuge Upgrades (Project WW0326);
2. WRF Aeration Blower Replacements (Project WW0332); and
3. WRF Administration and Storage Building Upgrades (Projects WW0318/WW0325).

In March 2023, staff submitted information to Congressman Tom Cole's representatives for consideration under the Community Project Funding application process for the completion of the WRF Dewatering Centrifuge Upgrade project.

On April 16, 2024, the Oklahoma Water Resources Board approved a Clean Water State Revolving Fund loan in an amount up to \$5,000,000 to fund related projects at the WRF.

DISCUSSION:

On March 6, 2024, the Consolidated Appropriations Act, 2024, (CAA) was approved by Congress which included funding of \$5,000,000 for the completion of the WRF Centrifuge Upgrade project. Recipients off CAA funding are required to meet specific requirements and contribute 20 percent in local funding for the project which equates to \$1,250,000.

WRF Dewatering Centrifuge Upgrades (Project WW0326) was advertised, bid and awarded to Crosslands Construction Company on November 28, 2023, as Contract K-2324-66. Prior to this process, discussions were held with the United States Environmental Protection Agency (USEPA) to determine current and envisioned requirements for the project. Specifically, the USEPA communicated that Build America Buy America requirement could be waived if the project was also funded by the Oklahoma Water Resources Board (OWRB) through a Clean Water State Revolving Fund (CWSRF) loan. Unfortunately, following the bid and award of the project and after passing of the CAA, guidance from the USEPA stated that the requirements for Build America Buy America (BABA) must be met and could not be waived. Incorporation of BABA requirements were evaluated and determined to not be feasible under the contract since the required cost increases would exceed the allowable amounts under the State Competitive Bidding Act.

Therefore, staff requested a Technical Correction from the USEPA to allow for the Community Project Funding authorized in the CAA to be utilized for the other projects needed at the WRF. On September 18, 2024, the USEPA issued their approval of the Technical Correction. As a result of this approval, the proposed funding sources for the projects will be as follows:

Project	Proposed Funding		
	Community Project Funding	OWRB Loan*	WRF (32)
Centrifuges (WW0326)		X	
Aeration Blower (WW0332)	X		X
Buildings (WW0325/WW0318)	X	X	X

**CWSRF Loan obtained on 4/16/2024 from the OWRB for up to \$5,000,000.*

Funds for the project will be through reimbursement requests from the USEPA which will administer the funding. The received funds will be recorded into the Wastewater Reclamation Fund, Other Revenue – Miscellaneous Grant Reimbursement (Account 329-331346). Appropriations for specific projects will occur at the time of contract award or by resolution to modify funding for currently awarded/contracted projects.

RECOMMENDATION: Staff recommends the Norman Utilities Authority accept Community Project Funding in the amount of \$5,000,000 from the Consolidated Appropriations Act, 2024 as administered by the United States Environmental Protection Agency.

Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Village of Grafton for Sewer Connector and System Project	750,000	Latta		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Village of Seville for Wastewater Treatment Program Expansion	1,000,000	Miller (OH)		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Village of Silver Lake for Sewer Separation Project	904,000	Sykes		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Village of Thornville for Wastewater Treatment Plant Expansion	1,000,000	Balderson		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Walnut Township for Stormwater Infrastructure Project	1,000,000	Balderson		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OH	Washington County Board of Commissioners for Water and Sewer Infrastructure Project	1,034,652	Johnson (OH)	Brown	H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	City of Bethany for Sanitary Sewer Lift Station Replacement	484,000	Bice		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	City of Chickasha for Flood Mitigation Regional Detention Facility Construction	1,980,000	Cole		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	City of Moore for Sewage Lift Station Construction	3,000,000	Cole		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	City of Norman for Water Treatment Plant Centrifuge Replacement	5,000,000	Cole		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	City of Yukon for Wastewater Treatment Plant Expansion	560,000	Bice		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OK	Lawton Public Utilities Authority for Wastewater Treatment Plant Improvements	1,125,000	Cole		H
Environmental Protection Agency	STAG—Clean Water State Revolving Fund	OR	City of Albany, Department of Public Works for Interceptor Replacement	1,250,000	Chavez-DeRemer	Merkley, Wyden	H

Technical Corrections Requests - August 2024

Appropriation year	State	EPA Region	Original Language	Nature of potential correction (Grantee "G" or Purpose "P" or "P and G")	New Language Provided by Recipient	Funding Amount	Sponsor(s)
FY24	FL	4	City of Hallandale Beach for Water Main Rehabilitation Project: NE 7th Street	P	City of Hallandale Beach for Water Main Rehabilitation Project: NE 14th Street	\$ 959,757	Wasserman-Schultz*
FY23	IL	5	Will County for Updates to Fairmont Water and Sewer System	G	City of Joliet for Updates to Fairmont Water and Sewer System	\$ 500,000	Durbin
FY24	IN	5	City of Valparaiso for Stormwater Quality and Detention Project	P	City of Valparaiso for a Combined Sewer Separation Project	\$ 959,752	Mrvan
FY24	KY	4	City of Ashland for Water Treatment Plant	P	City of Ashland for a Wastewater Treatment Plant project	\$ 4,000,000	Rogers
FY24	NY	2	Erie County Water Authority for Union Road Water Main	P	Erie County Water Authority for Lead Service Line Replacement	\$ 959,752	Higgins**
FY24	NY	2	City of Oneida for Pump Station Improvements at Lake Street	P	City of Oneida for Water Storage Tank near Taberg Water Treatment Plant	\$ 1,000,000	Williams
FY24	NY	2	Sullivan County for Water Infrastructure Project	G	Town of Liberty for Water Infrastructure Project	\$ 1,000,000	Molinaro
FY24	OK	6	City of Moore for Sewage Lift Station Construction	P	City of Moore for Reconstruction of Sewer and Water Lines	\$ 3,000,000	Cole
FY24	OK	6	City of Norman for Water Treatment Plant Centrifuge Replacement	P	City of Norman for Water Reclamation Facility (WRF) Upgrades	\$ 5,000,000	Cole
FY23	OR	10	Tualatin Valley Water District for the Willamette Water Supply System Construction Project	G	Willamette Water Supply System Commission for the Willamette Water Supply System Construction Project	\$ 3,000,000	Merkley, Wyden
FY24	VT	1	Williston Woods Cooperative Housing Corporation for Stormwater Infrastructure Upgrades	P	Williston Woods Cooperative Housing Corporation for Wastewater Infrastructure Projects	\$ 490,000	Sanders
FY24	WA	10	Port of Shelton for Sewer Extension	G	City of Shelton for Sewer Extension	\$ 959,757	Kilmer
FY24	WI	5	Village of Rothschild for PFAS Water Treatment	P	Village of Rothschild for Chloride Treatment Facility Addition	\$ 3,300,000	Baldwin

*Technical Correction Request from the recipient was received on 05/30/24. The Regional Office attempted to reach out to the Sponsor's office to provide notice of the request multiple times between 05/30/2024 and 07/11/2024; no response was received.

**Original Sponsor: Higgins. Tim Kennedy won a recent special election to replace former Rep. Brian Higgins. The Region consulted with Higgins' office who provided no objections to the TC request.

File Attachments for Item:

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-36: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS, APPROPRIATE WASTEWATER RECLAMATION FUND BALANCE AND REDUCE SEWER EXCISE TAX FUND APPROPRIATIONS FOR CONTRACT K-2324-66 FOR THE NORMAN WASTEWATER RECLAMATION FACILITY DEWATERING CENTRIFUGE IMPROVEMENTS TO UTILIZE OKLAHOMA WATER RESOURCES BOARD CLEAN WATER STATE REVOLVING FUND LOAN PROCEEDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/08/2024

REQUESTER: Kenneth Giannone, Capital Projects Engineer

PRESENTER: Kenneth Giannone, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-36: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS, APPROPRIATE WASTEWATER RECLAMATION FUND BALANCE AND REDUCE SEWER EXCISE TAX FUND APPROPRIATIONS FOR CONTRACT K-2324-66 FOR THE NORMAN WASTEWATER RECLAMATION FACILITY DEWATERING CENTRIFUGE IMPROVEMENTS TO UTILIZE OKLAHOMA WATER RESOURCES BOARD CLEAN WATER STATE REVOLVING FUND LOAN PROCEEDS.

BACKGROUND:

Centrifuges are a critical part of the bio-solids handling process at the Norman Wastewater Reclamation Facility (WRF). They reduce the liquid content of “sludge” (the semi-liquid output of the sewage treatment process) which greatly reduces the amount that must be hauled and land-applied, while also making the loading, dumping, and spreading process less labor intensive for WRF staff. Unfortunately, the existing centrifuges at the WRF have exceeded their useful lives. For these reasons, the Norman Utilities Authority (NUA) Trustees approved a Contract with Garver, LLC on December 8, 2020, to prepare a design to replace the existing centrifuges with state-of-the-art dewatering equipment that will be up-sized to meet the requirements of projected future flows of sewage influent.

Norman WRF Dewatering Improvements (Project WW0326) was advertised, bid and awarded to Crossland Construction Company on November 28, 2023 as Contract K-2324-66. During the bidding phase, due to the potential for federal funding, discussions were held with the United States Environmental Protection Agency (USEPA). Specifically, the USEPA communicated that Build America, Buy America Act requirements (BABA) could be waived if the project was also funded by the Oklahoma Water Resources Board (OWRB) through a Clean Water State Revolving Fund (CWSRF) loan. The CWSRF Loan was obtained on April 16, 2024 in the amount of \$5,000,000.

On March 6, 2024, the Consolidated Appropriations Act, 2024, (CAA) was approved by Congress which included funding of \$5,000,000 for the completion of the Norman WRF Dewatering Centrifuge Improvements project. Recipients are required to meet specific requirements and contribute 20 percent in local funding for the project which equates to

\$1,250,000. Additionally, BABA requirements could not be waived for projects funded by the CAA.

DISCUSSION:

NUA Staff originally intended to fund the WRF Dewatering Improvements Project using the CAA funds received. However, with new guidance from the USEPA eliminating the possibility to have BABA requirements waived for CAA-funded projects, staff and the Engineer along with the Contractor determined that compliance would require material that would increase project costs beyond 10% of the contracted amount which would violate provisions of the State Competitive Bidding Act. Therefore, a Technical Correction letter was submitted to the USEPA and approved on September 18, 2024, to allow for other projects to utilize the funding from the CAA.

Estimated portions of the Bio-Solids Dewatering Centrifuge project cost related to expansion of the treatment capacity to meet future inflow demands were originally proposed to be paid from the Sewer Excise Tax Fund ("SET", Fund 322). The receipt of the USEPA/CAA funds will cover this cost, and the Sewer Excise Tax Fund allocation for the project is proposed to be returned to Sewer Excise Tax Fund balance.

With the approval from the USEPA, funding for the Dewatering Improvements project is proposed to be modified so that the project utilizes funding from the OWRB CWSRF. The following proposed transfers and appropriation will achieve this:

Project ID	Description	Current Account	Recv. Account	Amount	Justification
WW0326	Biosolids/Dewatering	Construction 32999911-46101	Const3-OWRB 32999911- 46101	\$1,889,400	Shifting remaining encumbered amount to OWRB funding.
WW0326	Biosolids/Dewatering	Construction 2 32299911-46101	SET Fund Bal 322-29000	\$1,259,600	Return encumbered funds to SET Fund balance since USEPA funds were received for this purpose.
WW0326	Biosolids/Dewatering	WR Fund Balance 32-29000	Const3-OWRB 32999911- 46101	\$1,259,600	Appropriation of fund balance to cover costs until OWRB draws are received.

RECOMMENDATION 1:

Staff recommends the Norman Utilities Authority adopt Resolution R-2425-36.

RECOMMENDATION 2:

Staff recommends the Norman Utilities Authority transfer \$1,889,400 within WRF Dewatering Improvements project (WW0326) from Construction (Account 32999911-46101) to Construction 3 OWRB Loan (32999911-46101/Const3).

RECOMMENDATION 3:

Staff recommends the Norman Utilities Authority reduce appropriations of Sewer Excise Tax Funds by \$1,259,600, from the WRF Dewatering Improvements project Construction 2 (Account 32999911-46101-Construction 2; Project WW0326) to Sewer Excise Tax Fund balance (322-29000).

RECOMMENDATION 4:

Staff recommends the Norman Utilities Authority appropriate \$1,259,600 from the Wastewater Reclamation Fund balance (32-29000) to WRF Dewatering Improvements project Construction 3 OWRB Loan (Account 32999911-46101 – Construction 3; Project WW0326).

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS AND APPROPRIATE WATER RECLAMATION FUND BALANCE FOR THE WATER RECLAMATION FACILITY DEWATERING IMPROVEMENTS PROJECT (WW0326).

- § 1. WHEREAS, Staff had prepared plans and specifications for bidding a project to replace the existing dewatering centrifuges that had reached the end of their useful life; and
- § 2. WHEREAS, Staff was notified that potential funding may be received from federal Community Grant funding in the amount of \$5,000,000; and
- § 3. WHEREAS, the project became more imminent due to ongoing equipment failures;
- § 4. WHEREAS, Staff worked the United States Environmental Protection Agency (USEPA) to ensure that the project was being bid with then current requirements;
- § 5. WHEREAS, Staff worked with the Oklahoma Water Resources Board to obtain a loan from the Clean Water State Revolving Fund in the amount of \$5,000,000 that would alleviate some of the requirements for the project that was secured on April 16, 2024;
- § 6. WHEREAS, the project was bid and Contract K-2324-66 was awarded on November 28, 2023;
- § 7. WHEREAS, on March 6, 2024, the Consolidated Appropriations Act, 2024, was approved the funding had been appropriated but requirements for the project had become more stringent than previously discussed with the USEPA;
- § 8. WHEREAS, Staff worked with the contractor for the project to determine if compliance with the more stringent requirements could be met but the increased costs exceeded the amount allowable by the Oklahoma Competitive Bidding Act;
- § 9. WHEREAS, Staff coordinated with the USEPA and requested a Technical Correction to allow for the use of funds on additional projects;
- § 10. WHEREAS, approval of the Technical Correction was received by Staff on September 18, 2024; and
- § 11. WHEREAS, modifications to the funding for this project and other projects is proposed to best utilize the funding from the Consolidated Appropriations Act 2024 and the OWRB CWSRF.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

§ 12. That the following appropriations be made for the reason stated above:

<u>Lossing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
WW0326 Biosolids/Dewater. Const. Const	WW0326 Biosolids/Dewater. Const. Const3-OWRB	\$1,889,400

32299911-46101	32299911-46101	
WW0326 Biosolids/Dewater. Const. Const2 (Sewer Excise Tax Funds) 32299911-46101	Sewer New Development Excise Tax 322-29000	\$1,259,600
Water Reclamation Fund Balance 32-29000	WW0326 Biosolids/Dewater. Const. Const3-OWRB 32299911-46101	\$1,259,600

PASSED AND ADOPTED this 8th day of October, 2024.

ATTEST:

Chairman

Secretary

Technical Corrections Requests - August 2024

Appropriation year	State	EPA Region	Original Language	Nature of potential correction (Grantee "G" or Purpose "P" or "P and G")	New Language Provided by Recipient	Funding Amount	Sponsor(s)
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FY24	IN	5	City of Valparaiso for Stormwater Quality and Detention Project	P	City of Valparaiso for a Combined Sewer Separation Project	\$ 959,752	Mrvan
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FY24	OK	6	City of Norman for Water Treatment Plant Centrifuge Replacement	P	City of Norman for Water Reclamation Facility (WRF) Upgrades	\$ 5,000,000	Cole
FY23	OR	10	Tualatin Valley Water District for the Willamette Water Supply System Construction Project	G	Willamette Water Supply System Commission for the Willamette Water Supply System Construction Project	\$ 3,000,000	Merkley, Wyden
FY24	VT	1	Williston Woods Cooperative Housing Corporation for Stormwater Infrastructure Upgrades	P	Williston Woods Cooperative Housing Corporation for Wastewater Infrastructure Projects	\$ 490,000	Sanders
FY24	WA	10	Port of Shelton for Sewer Extension	G	City of Shelton for Sewer Extension	\$ 959,757	Kilmer
FY24	WI	5	Village of Rothschild for PFAS Water Treatment	P	Village of Rothschild for Chloride Treatment Facility Addition	\$ 3,300,000	Baldwin

*Technical Correction Request from the recipient was received on 05/30/24. The Regional Office attempted to reach out to the Sponsor's office to provide notice of the request multiple times between 05/30/2024 and 07/11/2024; no response was received.

**Original Sponsor: Higgins. Tim Kennedy won a recent special election to replace former Rep. Brian Higgins. The Region consulted with Higgins' office who provided no objections to the TC request.

File Attachments for Item:

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-37: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS AND REDUCE WASTEWATER RECLAMATION FUND APPROPRIATIONS ASSOCIATED WITH CONTRACT K-2324-172 FOR WRF AERATION BLOWER REPLACEMENT TO UTILIZE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY COMMUNITY GRANT FUND PROCEEDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/09/2024

REQUESTER: Peter Wolbach

PRESENTER: Peter Wolbach, Staff Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-37: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS AND REDUCE WASTEWATER RECLAMATION FUND APPROPRIATIONS ASSOCIATED WITH CONTRACT K-2324-172 FOR WRF AERATION BLOWER REPLACEMENT TO UTILIZE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY COMMUNITY GRANT FUND PROCEEDS.

BACKGROUND:

The Wastewater Reclamation Facility (WRF) is in need of replacing the blowers responsible for aerating (exposing liquids to air) the aeration basins and conducting point repairs along the aeration distribution main to seal leaks. The current blower system is comprised of two (2) turbo blowers and four (4) centrifugal blowers. Aerating the basins is a necessary step for removing ammonia, which is a monitored constituent for permitting effluent through the Oklahoma Department of Environmental Quality (DEQ), and therefore critical to the wastewater treatment process at the WRF. The current turbo blowers were installed during WRF Phase 2 Construction in 2016, and at no fault of the contractor, did not meet specifications. Due to the turbo blowers not meeting the project specifications, Atlas Copco and the Norman Utilities Authority (NUA) executed contract K-2223-119 in February 2023, where Atlas Copco provided two (2) replacement turbo blowers that will meet site specifications at no charge to NUA. These turbo blowers will require installation and integration into the WRF's systems. The current centrifugal blowers have reached the end of their design life, and their accompanying electrical systems are in need of replacement along with the blowers.

With respect to the agreement with Atlas Copco, engineering services are the responsibility of NUA. Garver, LLC was the Engineer of Record for the Phase 2 project and has detailed knowledge of the WRF and its aeration systems. In August 2023, NUA and Garver executed Contract K-2324-33 for Garver to perform engineering services.

The WRF Aeration Blower Replacements Project (WW0332) was advertised, bid and awarded to Crossland Construction Company on June 25, 2024 in the amount of \$2,960,000.

On March 6, 2024, the Consolidated Appropriations Act, 2024, (CAA) was approved by Congress which included funding of \$5,000,000 for the completion of the WRF Centrifuge Upgrade project. Recipients are required to meet specific requirements and contribute 20 percent in local funding for the project which equates to \$1,250,000. Additionally, a Clean Water State Revolving Fund (CWSRF) loan through the Oklahoma Water Resources Board (OWRB) was obtained on April 16, 2024 in the amount of \$5,000,000 for WRF improvements.

DISCUSSION:

With the award of Contract K-2324-172, funding for the project was approved to be from the OWRB CWSRF loan. However, a Technical Correction letter was submitted to the USEPA and approved on September 18, 2024, to allow for other projects to utilize the funding from the CAA. Preparing for this possible future approval to utilize the CAA for the Aeration Blower Replacement project, the project was bid in accordance with all the requirements for the CAA.

With the approval from the USEPA, funding for this project is proposed to be modified so that the project will utilize funding from the USEPA Community Project funding from the CAA and twenty percent from local match. This, in combination with Resolution R-2425-36 for the WRF Dewatering Centrifuge project to utilize the OWRB CWSRF loan, will allow for these funding sources to be leveraged to upgrade the WRF. Additionally, funds were appropriated for the WRF Blower Project for fiscal year 2024-2025 (FYE 25) from the Wastewater Reclamation (WR) Fund Balance, but only a percentage of this funding is needed to cover any future change orders with the remainder proposed to be returned to the fund balance. The following proposed transfers and reduction in appropriations will achieve this:

Project ID	Description	Current Account	Recv. Account	Amount	Justification
WW0332	Blower Replacement	Construction 32999911-46101	WR Fund Bal 329-29000	\$1,510,000	Shifting a portion of the appropriated funds back to the WR Fund Balance.
WW0332	Blower Replacement	Const2-OWRB 32999911-46101	Const3-EPA 32999911-46101	\$2,600,000	Transfer funds between construction accounts from OWRB to EPA.
WW0332	Blower Replacement	Const2-OWRB 32999911-46101	Construction 32999911-46101	\$360,000	Transfer funds between construction accounts from OWRB to general account to cover the required EPA match.

RECOMMENDATION 1:

Staff recommends the Norman Utilities Authority adopt Resolution R-2425-37.

RECOMMENDATION 2:

Staff recommends the Norman Utilities Authority reduce appropriations for the WRF Blower Replacement project construction account (32999911-46101 / WW0332) by \$1,510,000 and return the funds to the Wastewater Reclamation Fund Balance (329-29000).

RECOMMENDATION 3:

Staff recommends the Norman Utilities Authority transfer \$2,600,000 within the WRF Blower Replacement project (WW0332) from Construction 2 OWRB (32999911-46101) into Construction 3 EPA (32999911-46101) to utilize the grant funds.

RECOMMENDATION 4:

Staff recommends the Norman Utilities Authority transfer \$360,000 within the WRF Blower Replacement project (WW0332) from Construction 2 OWRB (32999911-46101) into Construction (32999911-46101) to satisfy the required grant match.

R-2425-37

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY TO TRANSFER FUNDS AND REDUCE WATER RECLAMATION FUND BALANCE APPROPRIATIONS FOR THE WATER RECLAMATION FACILITY AERATION BLOWER IMPROVEMENTS PROJECT (WW0332).

- § 1. WHEREAS, Staff had prepared plans and specifications for bidding a project to replace the existing turbo and centrifugal blowers; and
- § 2. WHEREAS, Staff worked with the Oklahoma Water Resources Board to obtain a loan from the Clean Water State Revolving Fund in the amount of \$5,000,000;
- § 3. WHEREAS, Staff was notified that potential funding may be received from federal Community Grant funding in the amount of \$5,000,000; and
- § 4. WHEREAS, on March 6, 2024, the Consolidated Appropriations Act, 2024, was approved the funding had been appropriated but requirements for the project had become more stringent than previously discussed with the United States Environmental Protection Agency (USEPA) thereby impacting the possibility to complete WRF Centrifuge Dewatering project using this funding source;
- § 5. WHEREAS, this project was bid and Contract K-2324-172 was awarded on June 25, 2024;
- § 6. WHEREAS, Staff submitted for a Technical Correction to USEPA which was received by Staff on September 18, 2024 allowing for the use of the Consolidated Appropriations Act, 2024 funding on other projects at the WRF; and
- § 7. WHEREAS, modifications to the funding for this project and other projects is proposed to best utilize the funding from the Consolidated Appropriations Act 2024 and the OWRB CWSRF.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

- § 8. That the following transfers and reduction in appropriations be made for the reasons stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
WW0332 Blower Replacement Const 32299911-46101	Water Reclamation Fund Balance 322-29000	\$1,510,000
WW0332 Blower Replacement Const2-OWRB 32299911-46101	WW0332 Blower Replacement Const3-EPA 32299911-46101	\$2,600,000
WW0332 Blower Replacement Const2-OWRB 32299911-46101	WW0332 Blower Replacement Const 32299911-46101	\$360,000

PASSED AND ADOPTED this 8th day of October, 2024.

ATTEST:

Chairman

Secretary

Technical Corrections Requests - August 2024

Appropriation year	State	EPA Region	Original Language	Nature of potential correction (Grantee "G" or Purpose "P" or "P and G")	New Language Provided by Recipient	Funding Amount	Sponsor(s)
FY24	FL	4	City of Hallandale Beach for Water Main Rehabilitation Project: NE 7th Street	P	City of Hallandale Beach for Water Main Rehabilitation Project: NE 14th Street	\$ 959,757	Wasserman-Schultz*
FY23	IL	5	Will County for Updates to Fairmont Water and Sewer System	G	City of Joliet for Updates to Fairmont Water and Sewer System	\$ 500,000	Durbin
FY24	IN	5	City of Valparaiso for Stormwater Quality and Detention Project	P	City of Valparaiso for a Combined Sewer Separation Project	\$ 959,752	Mrvan
FY24	KY	4	City of Ashland for Water Treatment Plant	P	City of Ashland for a Wastewater Treatment Plant project	\$ 4,000,000	Rogers
FY24	NY	2	Erie County Water Authority for Union Road Water Main	P	Erie County Water Authority for Lead Service Line Replacement	\$ 959,752	Higgins**
FY24	NY	2	City of Oneida for Pump Station Improvements at Lake Street	P	City of Oneida for Water Storage Tank near Taberg Water Treatment Plant	\$ 1,000,000	Williams
FY24	NY	2	Sullivan County for Water Infrastructure Project	G	Town of Liberty for Water Infrastructure Project	\$ 1,000,000	Molinaro
FY24	OK	6	City of Moore for Sewage Lift Station Construction	P	City of Moore for Reconstruction of Sewer and Water Lines	\$ 3,000,000	Cole
FY24	OK	6	City of Norman for Water Treatment Plant Centrifuge Replacement	P	City of Norman for Water Reclamation Facility (WRF) Upgrades	\$ 5,000,000	Cole
FY23	OR	10	Tualatin Valley Water District for the Willamette Water Supply System Construction Project	G	Willamette Water Supply System Commission for the Willamette Water Supply System Construction Project	\$ 3,000,000	Merkley, Wyden
FY24	VT	1	Williston Woods Cooperative Housing Corporation for Stormwater Infrastructure Upgrades	P	Williston Woods Cooperative Housing Corporation for Wastewater Infrastructure Projects	\$ 490,000	Sanders
FY24	WA	10	Port of Shelton for Sewer Extension	G	City of Shelton for Sewer Extension	\$ 959,757	Kilmer
FY24	WI	5	Village of Rothschild for PFAS Water Treatment	P	Village of Rothschild for Chloride Treatment Facility Addition	\$ 3,300,000	Baldwin

*Technical Correction Request from the recipient was received on 05/30/24. The Regional Office attempted to reach out to the Sponsor's office to provide notice of the request multiple times between 05/30/2024 and 07/11/2024; no response was received.

**Original Sponsor: Higgins. Tim Kennedy won a recent special election to replace former Rep. Brian Higgins. The Region consulted with Higgins' office who provided no objections to the TC request.

File Attachments for Item:

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: October 8, 2024

REQUESTER: Lance Harper, Facilities and Construction Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-42: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.

BACKGROUND:

In the fiscal year 2023-2024 (FYE 2024) budget, the Parks and Recreation Department proposed a Capital Improvements Project (CIP), later adopted by the City Council and funded for \$15,000 for a battery backup replacement for the emergency electrical power at both the Central and East Side Libraries.

DISCUSSION:

The original CIP for \$15,000 was to replace the East Side Library electrical battery backup system batteries. The batteries at the Eastside Library failed before the new budget year began, so replacement was a priority. The batteries were replaced with surplus funding left over from last year's fiscal budget for cleaning the Central Library. Facility Maintenance Division staff serviced the battery backup systems and installed new batteries at Central and East Libraries.

Facilities Division staff requested that a new capital project be funded with this budget allocation to install ADA-compliant electronic door actuators in the Adult Wellness Center (AWE). The request comes from the operator of the AWE, Healthy Living Norman, for doors in the cabana/locker rooms that will give a push button to open the doors into both the locker room area and the pool.

RECOMMENDATION:

It is recommended that the City Council approve Resolution R-2425-42 transferring \$15,000 from the Capital Improvement Project Library Battery Replacement, Materials (Account 50196677-46301; Project EF0243) to Adult Wellness ADA Door, Construction (Account 50193365-46101; Project BG0097).

Resolution

R-2425-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,000 FROM THE CAPITAL IMPROVEMENT PROJECT FOR THE LIBRARY BATTERY REPLACEMENT TO THE ADULT WELLNESS AND EDUCATION CENTER ADA DOOR PROJECT.

- § 1. WHEREAS, City Council approved a Capital Improvements Project (CIP) for \$15,000 for a battery backup replacement for the emergency electrical power at both the Central and East side libraries; and
- § 2. WHEREAS, the batteries failed before the new budget year began, and replacement was a priority and surplus funding was used; and
- § 3. WHEREAS, Staff requests that a new CIP be funded with this money to install ADA-compliant electronic door actuators in the Adult Wellness Center (AWE).

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

- § 4. That the following transfer be made for the reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Adult Wellness ADA Door project	50196677-46301 EF0243	50193365-46101 BG0097	\$15,000

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER: Darrel Pyle, City Manager

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-54: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.

BACKGROUND:

On October 11, 2022, the City of Norman entered into a contract with Food and Shelter, Inc. ("F&S") to operate an emergency overnight shelter on City-owned property, located at 109 W. Gray Street. The original term of the contract was only for the winter season, ending on March 31, 2023. Based upon feedback from City Council during the March 9, 2023, Oversight Committee, a contract amendment was brought forward and approved by Council during its regular meeting on March 28th, 2023, which extended the contract an additional three months, with an end date of June 30, 2023. Another three-month extension was brought forward for Council consideration on its June 27th, 2023 regular meeting, but the proposed three-month extension was amended on the floor to make the contract's term indefinite on a month-to-month basis. This second amendment (as amended on the floor) was approved by Council. R-2425-53 is a companion item to this resolution which, if approved, would terminate the contract effective November 8, 2024.

DISCUSSION:

K-2223-56 provides for a monthly payment to F&S in the amount of \$54,832.40. The proposed appropriation would provide for funding to cover the City's contractual obligations from the beginning of this fiscal year until the end of the contract term, November 8, 2024, assuming that R-2425-53 is approved. If R-2425-53 is not approved, additional funds will need to be appropriated to cover continued contract payments.

RECOMMENDATION:

Staff recommends approval of the R-2425-54, appropriating \$233,951.57 from General Fund Balance (10-29000) to Professional Services – Community Intervention (10110110-44029).

R-2425-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING GENERAL FUNDS FOR PAYMENTS RELATING TO CONTRACT K-2223-56.

- § 1. WHEREAS, on October 11th, 2022, the Norman City Council approved Contract K-2223-56, a service and lease agreement between the City of Norman and Food and Shelter, Inc. for the operation of an emergency overnight shelter, located at 109 W. Gray Street, for a term starting November 1st, 2022 and ending on March 31st, 2023.
- § 2. WHEREAS, on March 28th, 2023, the Norman City Council approved Amendment No. One to Contract K-2223-56, extending the term to June 30th, 2023.
- § 3. WHEREAS, on June 27th, 2023, the Norman City Council approved Amendment No. Two to Contract K-2223-56, making the agreement month-to-month, extending the agreement until terminated pursuant to its terms.
- § 4. WHEREAS, it is necessary to appropriate funds to cover the amount of contract payments for the contract period beginning of the 2025 fiscal year until at least November 8, 2024.

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

§ 5. That the following receipt and appropriation be made for reasons as stated above:

Losing Account	Gaining Account	Amount
General Fund Balance (10-29000)	Professional Services – Community Intervention (10110110-44029)	\$233,951.57

PASSED AND ADOPTED this 8th of October, 2024.

ATTEST:

Mayor

City Clerk

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/8/2024

REQUESTER:

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2425-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.

BACKGROUND:

On October 11, 2022, the City of Norman entered into a contract with Food and Shelter, Inc. ("F&S") to operate an emergency overnight shelter on City-owned property, located at 109 W. Gray Street. The original term of the contract was only for the winter season, ending on March 31, 2023. Based upon feedback from City Council during the March 9, 2023, Oversight Committee, an amendment brought forward and approved by Council during its regular meeting on March 28th, 2023, which extended the contract an additional three months, with an end date of June 30, 2023. Another three-month extension was brought forward for Council consideration on its June 27th, 2023 regular meeting, but the proposed three-month extension was amended on the floor to make the contract's term indefinite on a month-to-month basis. This second amendment (as amended on the floor) was approved by Council.

During City Council's study session Meeting on May 21st, 2024, Council discussed several potential amendments to Contract K-2223-56 based upon findings by Shaakira Calnick, City Auditor, as a result of her ongoing audit of the contract. After that meeting, City staff attempted to negotiate a new contract with F&S to resolve the issues identified in the audit. After several months of attempted negotiation, City staff received notice from the F&S board stating that F&S rejected the draft contract, but would operate the shelter until another contractor is found.

Staff briefed City Council of the notice from F&S during a study session on September 24th, receiving direction to seek clarification of F&S's position and to continue searching for a new shelter contractor. On September 30th, City staff and Councilmembers Montoya, Dixon, and Grant met with the executive director and board members from F&S. F&S clarified that they would only agree to operate the shelter until a new contractor was found, but no later than March 31, 2025 (the end of the 2024-2025 winter season). Although F&S indicated it would consider entering into a new agreement with the City for the remainder of F&S's operation, Staff received notice on October 1st that F&S objected to certain contract terms as proposed in the draft

contract. Those provisions related to shelter security, the City's audit rights, the City's right to recoup funds found improper by future audits, and a requirement for F&S to have a dedicated bank account for project expenses.

At the subsequent City Council study session that same day, Staff presented F&S's objections to the proposed new contract language. City Council provided feedback indicating that the terms proposed by the City relating to security, audit rights, and recoupment were necessary for the continued operation of the shelter. Based on this feedback, Staff redrafted the proposed contract for F&S's review and consideration. Although F&S's board could not obtain a quorum to formally approve or deny the proposed contract before the City's next meeting, F&S's board president stated that he had made contact with each of F&S's board members one-on-one and that the board's position would likely be as follows:

"It was also clear there is no majority support to approve the revised contract you presented. Our board wishes to continue under the existing agreement we've been operating under since 2022 until a new operator can be found or until March 31, whichever comes sooner. I thought it appropriate to share this information with you now so you can plan accordingly."

DISCUSSION:

Based on F&S's apparent refusal to enter into a new agreement and feedback from City Council during the October 1st study session, Staff has prepared two resolutions for Council's consideration. This resolution, R-2425-53, would direct staff to effectuate the termination of the current agreement with F&S pursuant to the agreement's terms. The second resolution, R-2425-54, would appropriate funds for contract payments for the period starting at the beginning of the fiscal year until the proposed termination on November 8th.

Contract K-2223-56 provides three means of contract termination. In particular, the contract allows the City to unilaterally terminate the agreement for any reason, with or without cause, upon thirty (30) days written notice. If this resolution is approved, Staff will notify F&S of the termination, resulting in the contract's termination, effective Friday, November 8th.

It should be noted that approval of this resolution would not prevent the City from considering a new contract with F&S for operation of the shelter at a later date, if F&S's decision changes.

RECOMMENDATION:

City Staff hereby presents R-2425-53 for consideration by City Council.

Resolution

R-2425-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN DIRECTING STAFF TO TERMINATE CONTRACT K-2223-56, A SERVICE AND LEASE AGREEMENT WITH FOOD AND SHELTER, INC. FOR OPERATION OF AN EMERGENCY OVERNIGHT SHELTER, PURSUANT TO ITS TERMS.

- § 1. WHEREAS, on October 11th, 2022, the Norman City Council approved Contract K-2223-56, a service and lease agreement between the City of Norman and Food and Shelter, Inc. for the operation of an emergency overnight shelter, located at 109 W. Gray Street, for a term starting November 1st, 2022 and ending on March 31st, 2023; and
- § 2. WHEREAS, on March 28th, 2023, the Norman City Council approved Amendment No. One to Contract K-2223-56, extending the term to June 30th, 2023; and
- § 3. WHEREAS, on June 27th, 2023, the Norman City Council approved Amendment No. Two to Contract K-2223-56, making the agreement month-to-month, extending the agreement until terminated pursuant to its terms; and
- § 4. WHEREAS, Contract K-2223-56 allows for the City to unilaterally terminate the agreement for any reason with or without cause, by giving thirty (30) days written notice to Food and Shelter, Inc.; and
- § 5. WHEREAS, upon consideration, the City Council hereby directs that Contract K-2223-56 should be terminated pursuant to its own terms, by giving thirty (30) days written notice, as set forth therein.

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

- § 6. City Staff shall effectuate the termination of Contract K-2223-56 pursuant to its terms therein.

PASSED AND ADOPTED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

