



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, August 09, 2022 at 6:30 PM

AGENDA

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

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

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

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 1 through Item 14 be placed on the consent docket.

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:
CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 29, 2021
CITY COUNCIL GOAL SETTING RETREAT MINUTES OF JULY 16 AND 17, 2021
CITY COUNCIL CONFERENCE MINUTES OF MARCH 22, 2022
CITY COUNCIL STUDY SESSION MINUTES OF APRIL 19, 2022
CITY COUNCIL FINANCE COMMITTEE MINUTES OF APRIL 21, 2022
CITY COUNCIL CONFERENCE MINUTES OF APRIL 26, 2022
CITY COUNCIL FINANCE COMMITTEE MINUTES OF MAY 19, 2022
CITY COUNCIL BUDGET SPECIAL SESSION MINUTES OF JUNE 14, 2022
CITY COUNCIL MINUTES OF JUNE 28, 2022
NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 28, 2022
NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 28, 2022
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 28, 2022
CITY COUNCIL SWEARING IN MEETING OF JULY 5, 2022

First Reading Ordinance

2. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.
3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

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

BOARD OF ADJUSTMENT

TERM: 08-09-22 TO 12-22-25: MICKY WEBB, WARD 6

PLANNING COMMISSION

TERM: 08-09-22 TO 11-01-24: CAMERON BREWER, WARD 4

TERM: 08-09-22 TO 11-01-23: JIM GRIFFITH, WARD 6

Reports/Communications

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

Acceptance of Funds

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$48,508.01 FOR THE PURCHASE OF A ZOLL X SERIES MONITOR/DEFIBRILLATOR AND ACCESSORIES FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR IMPROVEMENTS AT THE WESTWOOD GOLF COURSE AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Consent to Encroachment

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2122-4: FOR LOT 12, BLOCK 5, ST. JAMES PARK ADDITION, SECTION 5, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3206 WATFORD COURT)

Contracts

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. SEVEN TO CONTRACT K-1516-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG P.C. INCREASING THE CONTRACT BY \$70,000 FOR A REVISED CONTRACT AMOUNT OF \$4,701,588.14 TO PROVIDE PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE MUNICIPAL COMPLEX RENOVATIONS, PHASE III, BUILDING C.
10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2023; CONTRACT K-2223-25; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-84, CONTRACT K-2223-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TLS GROUP, INC., IN THE AMOUNT OF \$271,535 FOR THE LEGACY TRAIL LIGHTING SYSTEM UPGRADE PROJECT, PERFORMANCE BOND B-2223-23, STATUTORY BOND B-2223-24, MAINTENANCE BOND MB-2223-12, AND RESOLUTION R-2223-21 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 W. ROBINSON, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.

Resolutions

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.
14. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-27: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 FROM THE GENERAL FUND BALANCE TO BE USED FOR ADDITIONAL FUNDING FOR SPECIAL STUDIES PER CITY COUNCIL'S REQUEST.

NON-CONSENT ITEMS

15. CONSIDERATION OF ADOPTION, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF ORDINANCE O-2122-48 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH

PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF RESOLUTION R-2223-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION ON JANUARY 10, 2023, TO GRANT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) A FRANCHISE AGREEMENT.

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

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 29, 2021

CITY COUNCIL GOAL SETTING RETREAT MINUTES OF JULY 16 AND 17, 2021

CITY COUNCIL CONFERENCE MINUTES OF MARCH 22, 2022

CITY COUNCIL STUDY SESSION MINUTES OF APRIL 19, 2022

CITY COUNCIL FINANCE COMMITTEE MINUTES OF APRIL 21, 2022

CITY COUNCIL CONFERENCE MINUTES OF APRIL 26, 2022

CITY COUNCIL FINANCE COMMITTEE MINUTES OF MAY 19, 2022

CITY COUNCIL BUDGET SPECIAL SESSION MINUTES OF JUNE 14, 2022

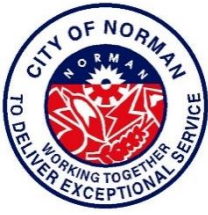
CITY COUNCIL MINUTES OF JUNE 28, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 28, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 28, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 28, 2022

CITY COUNCIL SWEARING IN MEETING OF JULY 5, 2022



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 29, 2021
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CITY COUNCIL SWEARING IN MEETING OF JULY 5, 2022

CITY COUNCIL SPECIAL SESSION MINUTES

June 29, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:30 p.m. hosted in the Municipal Building Council Chambers on the 29th day of June, 2021, And notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall, Holman, Nash, Petrone, Schueler, Studley, Mayor Clark

ABSENT: Councilmember Peacock

Item 1, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2021-45 UPON FIRST, SECOND AND FINAL READING; AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 7-103, CHAPTER 7, OF THE CODE OF THE CITY OF NORMAN ADDING THE DEFINITION OF CONVERSION THERAPY, ADDING SECTION 7-111 PROHIBITING THE PRACTICE OF CONVERSION THERAPY WITH A MINOR; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Moved by Councilmember Petrone. Seconded by Councilmember Holman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Petrone, Schueler, and Studley. Nays: None.

Items submitted for the record

1. City Council Staff Report O-2021-45 dated June 8, 2021, by Anthony Purinton, Assistant City Attorney
2. Ordinance O-2021-45
3. Legislatively notated copy of Ordinance O-2021-45

Participants in discussion

1. Mr. Anthony Purinton, Assistant City Attorney

Adopted on Second Reading Section by Section

Moved by Councilmember Foreman, Seconded by Councilmember Petrone. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Petrone, Schueler, and Studley. Nays: None.

Adopted on Final Reading as a Whole.

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ADJOURNMENT

The Mayor adjourned the meeting at 6:46 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL RETREAT

MINUTES

July 16-17, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Retreat at 9:20 a.m. at the NCED Conference Center, Salon Rooms N & O, located at 2801 State Highway 9, Norman, Oklahoma, on the 16th and 17th days of July, 2021, and notice and agenda of the meeting were posted at Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:

Councilmembers Hall, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, and Mayor Clark

ABSENT:

Councilmember Foreman

Item 1, being:

ANNUAL TEAM BUILDING AND GOAL PLANNING SESSION REGARDING CITY COUNCIL POLICY AGENDA FOR FYE 2022.

Mayor Clark welcomed everyone and said she was looking forward to working with Council to establish goals and objectives for the coming year.

Ms. Kathryn Walker, City Attorney, and Ms. Brenda Hall, City Clerk, provided an overview of the Mayor's duties and Council roles and responsibilities. Additional items covered included a refresher on meeting decorum/rules of debate as outlined in Chapter 2 of the Code of Ordinances; parliamentary procedures as outlined in Robert's Rules of Order; social media communications; and use of City issued iPads and cell phones. Ms. Hall highlighted the administrative processes for preparation of the Council agenda and professional development opportunities including the use of campaign funds.

Diversity Programs

Ms. Cinthya Allen, Chief Diversity and Equity Officer, for the City of Norman provided some background on the history of Norman and Oklahoma as it relates to recognition of the land and who it belonged to prior to the city of Norman being established. She said it is important that we recognize the historical connection with the indigenous community. She shared Norman's commitment as outlined in the preamble to our Charter; "We, the people of the City of Norman, in order to secure the benefits of home rule, to encourage efficient and business-like methods in the transaction of municipal affairs, to promote civic advancement and general welfare and to *protect the human rights and personal dignity of all persons* do ordain and establish this Charter for the City of Norman.

She also highlighted Diversity Programs planned for City of Norman employees.

American Rescue Plan Act (ARPA) Funding

Ms. Walker provided an overview of the criteria for using ARPA funds. The categories for use include supporting public health response; replacing public sector revenue loss; water and sewer infrastructure projects; addressing negative economic impacts; premium pay for essential workers; and broadband infrastructure.

Potential elections in 2022

Councilmembers discussed several potentially elections for 2022; water rate increase, Public Safety Sales Tax increase, Charter amendments, and franchise elections for Oklahoma Gas and Electric (OGE) and Oklahoma Electric Cooperative (OEC).

The meeting recessed at 5:30 p.m. on July 16, 2021, to reconvene at 9:00 a.m. on July 17, 2021.

Policy Agenda and Goal Setting for FYE 2021

Councilmembers reviewed last year's goals and discussed what to include and/or update for priority moving forward. Councilmembers also participated in a goal setting exercise for FYE 2021 to add to carry-over goals from the previous year.

FYE 2021 Goals***Carryover from FYE 2020***

- NORMAN FORWARD
- Charter amendments
- Senior Center
- Evaluation of all City fees
- Sidewalk Recoupment Ordinance
- Off-Street parking requirements (maximum parking limits)
- Transit – review routes
- OGE Franchise/MOU
- Residential lighting restrictions
- Restructuring boards, commissions and committees
- Homelessness
- Visitability Ordinance
- Rural road striping and stop signs
- Protected bike lanes and policies
- Community Reserve Fund
- Reinstitute CCFBC Ad Hoc Committee/Center City TIF possibilities
- Bishop Creek/homeless encampment
- Buyer's Guide/unsolicited junk driveway mail
- Policing/Police Accountability
- Transportation bond projects implementation
- Entertainment Overlay Districts
- Tree Ordinance updates (adding Tree Planting Program and funding)

New Goals – those receiving 4 or more votes

- Municipal broadband
- Canadian River Park Feasibility Study
- Affordable housing feasibility study for “inbetweeners”
- Clean Air/Clean Water/Healthy Soil Ordinance
- Resident/Council Communication
- Neighborhood Alliance
- Sidewalk gaps – accessibility issues

Goals receiving less than 3 votes

- Comp Study Implementation
- Update Building codes
- Police responsiveness in rural areas
- Waste disposal in rural areas
- General business license
- Cooperation agreement with OU for maintenance of Brandt Park

Item 1, continued:

Mayor Clark thanked everyone for their participation and team effort in this goal setting session. She said the City Clerk will prepare a final report of the rankings of the proposed goals and priorities.

Councilmembers also discussed possible changes to the meeting procedures for future Council meetings.

Items submitted for the record

1. PowerPoint presentation entitled, "City Council 101" dated October 16, 2020, presented by Ms. Kathryn Walker, City Attorney, and Ms. Brenda Hall, City Clerk
2. Topics needing clarification for the Charter Review Commission
3. 2021 Statutory Election Dates and Deadlines
4. Letter dated September 22, 2020, from Dan Schemm, Executive Director, Visit Norman, to Norman City Council
5. Letter received on September 28, 2020, from Erinn Gavaghan, Executive Director, Norman Arts Council, to Mayor Breea Clark, City of Norman with attachment, Norman Arts Council Annual Report
6. Email dated October 15, 2020, Scott Martin, Norman Chamber of Commerce, to Councilmembers with attachment, Norman Chamber of Commerce 2020 Municipal Agenda
7. Letter from Ritchie Splitt, President and CEO, Norman Regional Health System
8. Neighborhood Alliance of Central Oklahoma, No Neighborhood Left Behind proposal
9. The University of Oklahoma, Diversity, Equity, and Inclusion handout, What is "unconscious bias"?
10. City Council Road Map Progress Update dated July 2020

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Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B)(1) IN ORDER TO EVALUATE THE CITY MANAGER AS REQUIRED BY SECTION 5 OF CONTRACT K-1819-146 AND AS AUTHORIZED BY TITLE 25, SECTION 307(B)(4), IN ORDER TO DISCUSS FRATERNAL ORDER OF POLICE ET AL VS CITY OF NORMAN, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2020-661..

Councilmember Foreman moved that the Special Session be adjourned out of and an Executive Session be convened into in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146 and the Fraternal Order of Police et al vs City of Norman, Cleveland County District Court Case, which motion was duly seconded by Councilmember Holman; and the question being upon adjourning out of the Special Session and convening into an Executive Session in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146 and the Fraternal Order of Police et al vs City of Norman, Cleveland County District Court Case, a vote was taken with the following result:

YEAS:

Councilmembers Bierman, Carter, Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark

NAYES:

None

The Mayor declared the motion carried and the Special Session adjourned out of; and an Executive Session was convened into in order to evaluate the City Manager as required by Section 5 of Contract K-1819-146 and the Fraternal Order of Police et al vs City of Norman, Cleveland County District Court Case.

Item 2, continued:

The City Council convened into Executive Session at 12:15 p.m. Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney, were in attendance at the Executive Session.

Thereupon, Councilmember Holman moved that the Special Session be reconvened, which motion was duly seconded by Councilmember Bierman; and the question being upon reconvening the Special Session, a vote was taken with the following result:

YEAS:	Councilmembers Bierman, Carter, Foreman, Hall, Holman, Nash, Peacock, Petrone, Mayor Clark
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NAYES:	None
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The Mayor declared the motion carried and the Special Session was reconvened at 4:15 p.m.

The Mayor said City Manager to evaluate the City Manager as required by Section 5 of Contract K-1819-146 and the Fraternal Order of Police et al vs City of Norman, Cleveland County District Court Case were discussed in Executive Session. No action was taken and no votes were cast.

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The meeting was adjourned at 4:17 p.m.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

March 22, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Executive Conference room on the 22nd day of March, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

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

Item 1, being:

DISCUSSION REGARDING POTENTIALLY LEASING A BUILDING FOR THE FACILITY MAINTENANCE DIVISION.

Mr. Jason Olson, Director of Parks and Recreation, said the Facility Maintenance building is currently where Factory Obscura is planning to be located and a new location for operation is needed. Staff has located a building to lease at 1910 Research Park Boulevard (10,500 square feet) that will fit the City's needs. He said Facility Maintenance was moved under the Parks and Recreation Department in October 2021, and there are currently 15 employees in Facility Maintenance that include one Park and Facility Manager; one Facility Manager; one Administrative Technician; two trade worker electricians; two trade worker plumbers; two trade worker heat and air technicians; one Custodial Coordinator; one full-time custodian; and four part-time custodians. Facility Maintenance oversees 288 facilities that include 50 occupied facilities; 92 unoccupied facilities; 68 parks; 62 water wells; nine trash compactors; and seven water towers.

Facility Maintenance is currently located at 103 West Gray Street next to the Post Office (the City also owns 113 and 115 West Gray Street) and Mr. Olson presented pictures of the interior of the current facility. He said part of the building is used for storage of records while the rest is used as maintenance bays and maintenance equipment. The building is very outdated and Facility Maintenance has been moved around from old building to old building for at least 30 years.

Ms. Kathryn Walker, City Attorney, said the term of the lease for property on Research Park is five years, estimated to begin on July 1, 2022, and the lease can be cancelled on an annual basis with a four-month advance notice in the event the City opts to acquire land and build a facility. The annual base rent is \$97,125 plus fees (FYE 2023 total cost would be \$118,020) that consists of \$.84 per square foot - parking area, common area utilities, landscaping; \$.71 per square foot - taxes; and \$.44 per square foot – insurance. She said fees will be adjusted annually based on actual costs and Staff is currently working with the property owner regarding insurance and indemnity provisions. The City will be responsible for any repairs to fixtures, appurtenances, and equipment within the building. The property owner will make all repairs and replacements, structural and otherwise, to maintain the exterior of the premises that includes the roof, common areas, and parking area.

Item 1, continued:

Mr. Olson said the ultimate goal is to move Facility Maintenance to a new building on North Base within a couple of years.

There was consensus among Council to move forward with the lease.

Items submitted for the record

1. Memorandum dated April 12, 2022, from Kathryn Walker, City Attorney, and Jason Olsen, Director of Parks and Recreation
2. PowerPoint presentation entitled, "Building Maintenance Facility," dated March 22, 2022

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Item 2, being:

UPDATE AND DISCUSSION REGARDING THE RELOCATION OF THE WARMING SHELTER.

Mr. Darrel Pyle, City Manager, said Council has been discussing leasing a building on Griffin Hospital property for a warming shelter, but had reservations about a private school located nearby since the warming shelter is proposed to be a low barrier facility. He said Gibbs House on Griffin property is opening as a homeless day shelter that will provide case management services through the Oklahoma Department of Mental Health and Substance Abuse (ODMHSA) as well as paths to housing.

Mr. Pyle said representatives of the private school, Le Monde, have stated they could lose their Charter if the warming shelter is nearby and Staff was asked to look into that. Ms. Walker said she contacted the General Counsel for the Department of Education who said it was very unusual to see a school close in these types of situations because schools can provide different types of security for students, such as secure fencing around the school. Another issue was whether or not sex offenders would be allowed at the "low-barrier" warming shelter and Ms. Walker said the Sex Offender Education Act states, "it would be unlawful for any person required to register to reside, temporarily or permanently, within a 2,000 foot radius of any public or private school or private or public park." She said something would need to be posted at the shelter door warning registered sex offenders that if they stay at the shelter they could be subject to penalties under the law. She said sex offenders that are homeless must check in with the local Police Department every seven days and report where they are staying.

Councilmember Lynn said he still has concerns about this location for the warming shelter because there are several public schools and parks within the 2,000-foot radius. He understands Council wants to help people, but this is not the right location. He said, ultimately, the City would be held accountable if anything unfortunate happened at or around the facility.

Mr. Rick Knighton, Assistant City Attorney, said sex offenders have to register with local law enforcement as well as the State of Oklahoma. He said there would be a joint effort between local and State law enforcement with regard to advising registered sex offenders on where they can and

Item 2, continued:

cannot stay. He said Staff has not found any evidence that registered sex offenders that are living in Norman housed or unhoused, are staying where they are not allowed by law. He said no registered sex offender would be allowed to stay in the warming shelter because of the 2,000-foot law. He said registered sex offenders are very well aware of what areas they cannot stay and the consequences of breaking that rule.

Councilmember Hall said Staff has worked tirelessly looking at every possible location for the warming shelter and this location seems to be the best fit due to the proximity of mental health assistance, pathways into housing, and proximity to agencies that feed/clothe the homeless, etc.

Mr. Pyle said the City will follow any access they are legally allowed to have to help with registered sex offender verification. He said the City might be able to use American Rescue Act Plan (ARPA) funding to help the school with security measures for that location, if needed.

Mayor Clark reminded everyone that this is a “temporary” location solution and the City will continue to look at all options for a permanent location.

The meeting was adjourned at 6:30 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

April 19, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 19th day of April, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

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

Item 1, being:

DISCUSSION REGARDING THE PROPOSED FYE 2023 CITY OF NORMAN BUDGET – GENERAL FUND AND SPECIAL REVENUE FUNDS.

Mr. Anthony Francisco, Director of Finance, said the budget document is the most important document the City prepares and is a policy document that is also the financial plan for the City, the departmental operations guide, and a communications device for the public. He said budget discussions begin in November with a mid-year review in January of each year and tonight Council will be presented an overview of the General and Special Revenue Fund Budgets. He said Council reviewed the Capital Fund Budget on November 16, 2021, and February 15, 2022; the Finance Committee held a mid-year budget review on February 17, 2022; a public hearing will be held April 26, 2022; Capital Funds will be discussed again on May 3, 2022; Enterprise Funds will be discussed on May 17, 2022; a public hearing will be held May 24, 2022; an optional budget discussion follow-up could be held June 7, 2022; and Council will adopt the budget on June 14, 2022.

Mr. Francisco said the budget document is formatted to lead with a summarized detail and continues into greater detail. He encouraged everyone to read the City Manager's letter in the document because it provides a brief background of everything in the budget proposal. He said the budget also contains frequently asked questions (FAQ) such as the number of City employees; Norman's population; Rainy Day Fund balance; progression of NORMAN FORWARD Projects; etc. The budget also contains organizational charts; sales tax history; unemployment rates; sales tax distribution charts; projected revenues; projected expenditures; property tax distribution charts; revenues by source; expenditures by department; goals and objectives; and a glossary. He said looking forward, this is a plan, but in the current year, it is a budget.

Mr. Francisco highlighted Norman's Financial Policies that include a balanced budget requirement; five-year forecast; operating revenue; capital reserve; debt reserve; investment; levelized utility rates; utility and room tax transfers; and Municipal Budget Act. Levelized Utility

Item 1, continued:

Rates Policy states, “Utility rates should be set at a level to meet the average net income requirement over a five-year period without the need for interim adjustments, and to meet all reserve requirements at the end of the five-year period.” The City is currently in violation of this policy in the Water Fund and Water Reclamation Fund.

The Net Revenue Stabilization Fund policies and assumptions adopted in Ordinance O-1011-58 and amended in Ordinance O-1819-10 include a minimum 3% General Fund operating reserve, 1% General Fund emergency reserve, and 4% Rainy Day Fund. The Rainy Day Fund is a savings account to be used for emergency purposes. He said the target for the Rainy Day Fund has a targeted growth of 5% and a maximum of 6%. The City must have a minimum total reserve level of 8% and a maximum total reserve level of 10% in General Fund expenditures. Mr. Francisco said Council cannot appropriate from the Rainy Day Fund balance unless the General Fund balance falls below 1%, the emergency reserve allocation can be spent on a federal or state declared disaster or a one-time major repair/replacement. She said the Rainy Day Fund is currently projected to be above minimum and targeted levels.

There are 904 total budgeted positions that include American Federation of State, County, and Municipal Employees (AFSCME) – 41%; Fire Department – 18%; Police Department – 20%; Executive – 1%; and non-union – 20%.

The overriding theme for the FYE 2023 Budget is “sales tax uncertainty.” Projected FYE 2023 revenues in the General Fund are \$251,829,357 with projected expenditures of \$245,281,720. The City is very dependent on sales and use tax to pay for City services and sales tax is a very volatile source of revenue. The City receives very small revenue from property tax and property tax revenues can only be used to repay obligation debt or judgement/claims against the City.

FYE 2023 revenue sources include Interfund Transfers – 2.6%; General Sales Tax – 35.5%; Other Taxes – 12%; Capital Improvement – 6.2%; Sewer Excise Tax – 0.6%; Sewer Maintenance – 1.2%; Fees and Charges – 24%; Inter-Government – 1.5%; Other Revenues – 10.1%; Cost Allocations – 2.4%; and Internal Charges – 3.8%. Projected total expenditures include Strategic Support and Criminal Justice – 13%; Public Safety – 23%; Public Works – 11%; Water – 10%; Water Reclamation – 8%; Sanitation – 7%; Debt Service – 4%; Culture/Recreation – 5%; Capital Improvements – 16%; Community Development – 2%; and Tax Increment Finance Districts – 0.1%.

FYE 2023 General Fund revenues (\$100,769,620) by source include Transfers – 5.9%; Other Revenues – 2.6%; Internal Charges – 7.7%; Cost Allocations – 4.6%; Interest – 0.2%; License/Fees – 3.2%; Fines/Forfeits – 1.2%; Other Taxes – 3.3%; Franchise Tax – 6.9%; and Sales/Use Tax – 64.5%.

Item 1, continued:

FYE 2023 General Fund expenditures (\$90,008,118) by department include Administrative and Legislature – 5%; Fire – 19%; Finance – 4%; Municipal Court – 1%; Parks – 8%; Human Resources – 1%; Information Technology – 4%; Police – 28%; Planning – 4%; Public Works – 23%; Legal – 2%; and Other – 1%.

Mr. Francisco said over the past ten years, sales tax has had a very predictable growth rate until 2017 and 2018, and has not returned to the growth rate anticipated. He said some of that revenue has been made up by increases in use tax, which is a sales tax on goods purchased outside of the City for use within the City, i.e., catalogue sales, online sales, etc. He said the City is not only dependent on sales tax for the General Fund, but for the PSST, NORMAN FORWARD Fund, Capital Fund, and Public Transit Fund as well. He said it is important to monitor and try to bend these trends as much as possible by enforcing use tax collections on online and out-of-state purchases.

Mr. Francisco said there are several factors contributing to the unprecedented growth in sales tax that started in the Spring of 2020, with shelter in place orders; the first emergence of the virus in Summer 2020; vaccine availability in Spring/Summer 2021; emergence of the Delta variant in Fall 2021; employment and wage gains in Fall/Winter 2021; and supply/demand factors drive price inflation in Winter/Spring 2022. He said the CARES Act stimulated the economy by putting money in people's pockets. Once the country began coming out of the pandemic and sanctions were lifted, people started going back to work, began shopping, eating out, going to movies, traveling, etc. He said as it relates to sales tax, inflation is good and that is what the City is currently experiencing and he has no idea when that bubble might burst, but it is concerning.

If the sales tax growth does continue and there is not a major recession, current projections for General Fund Reserve Surplus is projected to be \$12,500 million, which has never happened before. He highlighted projections from FYE 2017 through FYE 2027, that projects surplus balances ranging from \$60 million to \$156,000 depending on the rate of decline, i.e., 0% growth - \$55,357,679; 5% decline - \$41,557,355; 10% decline - \$27,757,032, 15% decline - \$13,956,708, and 20% decline - \$156,384. Mr. Francisco said most of the revenue numbers are healthy, but are dwindling. He said if the revenue growth continued, the City would need to be providing additional services, i.e., adding School Resource Officers (SROs), street sweeping crew, etc.

General Fund major revenue assumptions include sales tax growth projection of 2% from projected FYE 2021-2022 levels; use tax, franchise fee, and other tax revenue projected to grow by 4% from FYE 2022 levels; fine and forfeiture revenue projected to grow by 3% from FYE 2022 levels; license and permits revenue projected to grow by 1% from FYE 2022 levels; transfers from Water and Water Reclamation Utilities of 5% of their revenue (based on private utility payments for taxes and use of right-of-way); transfers from Room Tax for administrative services (4%); and cost allocation charges for central services provided to utilities.

General Fund major expenditure assumptions include salary and benefit category expenses budgeted for each position in FYE 2023 based on contractual costs assuming merit and longevity

Item 1, continued:

cost increases; no cost-of-living adjustment budgeted in FYE 2023; five-year projections made to “determine future viability and to provide a base for remedial policy actions”; salary and benefit category costs assumed to grow by 5% per year in FYE 2024-2027; expenditures in Services/Maintenance and Supply/Materials assumed to grow by 1% in FYE 2024-2027; expenditures in Internal Services category based on budgeted costs in FYE 2022 and assumed to grow by 2% in FYE 2024-2027; employee turnover savings of \$800,000 is assumed in FYE 2023 and in future years; and “subsidies” to Public Transit and PSST Funds, if required.

Operating personnel position changes in FYE 2022 included adding Sustainability Coordinator – position moved to Water Reclamation Fund; adding Municipal Accountant (General Fund); adding Administrative Technician to Human Resources Department; adding Administrative Technician to Fire Department; contracted Transit Support Positions (2); adding Capital Project Engineer; and deleting Outreach Housing Coordinator. Personnel position changes proposed in FYE 2023 include restoring nine Police Officer positions; adding part-time Recreation Leader at Little Axe Community Center and Network Engineer in the Information Technology Department; and deleting Internal Auditor and Audit Technician.

Councilmember Studley asked why the City is deleting the Internal Auditor and Audit Technician positions and Mr. Francisco said the desire was for the Internal Auditor function to report directly to Council and in order to do that, there would have to be a Charter change. The only position, by Charter, that reports directly to Council is the City Manager position. During the process of reviewing the Charter, the Charter Review Committee recommended these positions not be added to Council’s purview, which was presented to full Council who chose not to add the position to the Charter. He said Charter changes have to be voted on by the people. He said the positions have been in the budget the last two fiscal years, but since the positions were not proposed to happen, the positions were deleted. Councilmember Studley said, for the record, she thinks this is a sneaky way to put money back into the budget.

Councilmember Foreman said she likes the idea of having a certified Internal Auditor so she supports putting that position back into the budget and Mr. Darrel Pyle, City Manager, said the Internal Auditor position could be put back into the budget if Council desires. He said there are Certified Internal Auditors and Staff would recommend Council add the question to the Charter amendment as well as require qualifications for a Certified Internal Auditor.

Councilmember Lynn asked if there are clearly defined rules and responsibilities for an Internal Auditor and Mr. Pyle said there are positions Staff would model this after. He said since it would be a position that would report to Council, Staff would present the job description to Council for consideration before moving forward. He said this would be a position that Council would potentially be interviewing applicants and hiring the person for the position.

Some of the unfunded personnel needs include Stormwater personnel (street sweeper, maintenance crew); Engineering, PSST personnel (School Resource Officers, Dispatchers), and Fire Department expanded staffing personnel (15 positions for Station 10).

Item 1, continued:

Councilmember Peacock asked if there is an estimated dollar amount for unfunded personnel needs and Mr. Pyle said no, funds would come from different sources and Staff is looking at ways to fund additional stormwater efforts or a different concept in establishing a separate Enterprise Fund or the expansion of an existing Enterprise Fund. He said some debt service would be paid in full by FYE 2027, which will free up funding for annual ongoing resources to fully implement the balance of the items.

Mr. Francisco highlighted the PSST Fund that includes personnel additions behind schedule (four SROs, two dispatchers); critical capital needs are progressing; \$9.5 million of ARPA Funds appropriated to complete the Emergency Communications/Operations Center (ECOC); debt for radio system and ECOC will be paid off in FYE 2027; 3/8% of PSST will go to the General Fund and 1/8% will go to the Capital Fund when critical capital needs are completed; and current sales tax and use tax revenues are projected to fund operations without General Fund subsidy.

Councilmember Hall asked if Norman Public Schools (NPS) is responsible for funding half of the SRO expenses and Mr. Pyle said language states there will be “shared” expenses, but does not specifically state “half.”

Councilmember Holman said he understood that NPS would be paying for two of the four SROs and he would support that 50/50 structure moving forward. He asked if all the current fire stations are fully staffed and Mr. Pyle said the City has discussed what would provide the biggest benefit to the community, 1) relocation or reconstruction of Fire Station No. Five or 2) creation of the new Station No. 10. He said Fire Station No. Five is fully staffed and Staff can figure costs for the two options for Council’s review. Councilmember Holman said he prefers relocating Fire Station No. Five to cover more territory, including Little Axe, unless the Fire Department strongly disagrees.

The Community Development Block Grant (CDBG) Committee coordinates separate budget processes for CDBG and HOME Funds that are added into the City budget by amendment and the budget is approved by Council before submission to Housing and Urban Development (HUD).

Mr. Francisco said Room Tax Fund balances for Arts and Tourism need to be restored to minimum levels. A one-time funding was provided in FYE 2022 to Arts and Tourism from ARPA Funds and revenue projections for FYE 2023 are based on 2019 levels. Westwood Golf Course bonds will be paid off on June 1, 2022, and a new Norman Municipal Authority (NMA) bond issuance in the amount of \$3,800,000 for the Young Family Athletic Center (YFAC) begins.

Other Special Revenue Funds include Council on Law Enforcement Education and Training (CLEET); Seizures and Restitution (no budgeted expenditures); Special Grants (accounting for ARPA funding); Public Transit; Art in Public Places; and Westwood Park (no assumed golf course subsidy).

Item 1, continued:

Intergovernmental funding opportunities include the following:

CARES ACT

- Transit Maintenance Facility - \$5 million
- Senior Wellness Center - \$4.8 million
- Small Business Assistance - \$3 million
- Room Tax - \$800,000
- General Fund/Rainy Day Fund - \$550,000
- COVID Vaccinations - \$200,000

AMERICAN RESCUE PLAN ACT

- Emergency Operations/Communications Center - \$9.5 million
- COVID Vaccination Incentives - \$500,000 (appropriated by Council)
- Affordable Housing - \$4.5 million
- Non-Profit Support - \$2 million
- Stormwater Capital Projects - \$3 million
- 718 North Porter Remediation – \$1.8 million (Council has given Staff direction to sell)
- Entrepreneurship Facilities - \$1 million
- CEO Program - \$100,000

AMERICAN JOBS PLAN

- Public Infrastructure – amount to be determined

Mr. Francisco said the State has made some ARPA Funds available to municipalities and the City has applied for some of those funds. Mayor Clark said it is her understanding that it will take a long time to obtain those funds so if the City moves forward on a project, is there a policy for reimbursement and Mr. Francisco said no. Mr. Pyle said Staff has been told that sometime in July, the State will start to award funds and that may not mean distributing dollars, but it may mean the application was successful so it may be beneficial to wait on some projects for that final notification. Councilmember Hall said Council has publicly discussed that some projects are on hold waiting for the final decision from the State.

Councilmember Studley said if the City received funds from the State, can the City reallocate the \$9.5 million cost of the ECOC and use that money for something else and Mr. Pyle said if the City spends the ARPA money or appropriates the ARPA money for a specific project, the City will not be able to reimburse itself.

Councilmember Holman asked if money from the sale of 718 North Porter will be in added to what was budgeted for repurposing that building and Mr. Francisco said yes, and that money will go into the General Fund for Council to appropriate as needed. Councilmember Hall said Council has already publicly discussed repurposing money from the sale of 718 North Porter for affordable housing needs.

Item 1, continued:

The major operational budget issue is whether current sales tax trends will be sustainable.

Councilmember Hall asked about the status of the FYE 2023 surplus and Mr. Pyle said Council gave prudent instruction to Mr. Francisco on advancing the funds that included \$700,000 for the Vehicle Wash Facility, appropriating \$130,000 to bring the Rainy Day Fund to its targeted level, and \$300,000 for accessibility improvements to Andrews Park. There was further discussion about appropriating funds for furnishing the Municipal Complex, but no money has been appropriated at this time (\$1 million for Building B and 500,000 for Building C). Mr. Pyle said Council also discussed putting money into a functionally obsolete Police Department building or starting a conversation about a new Police Department building.

Councilmember Foreman said police funding is a popular topic in Norman and she thinks Norman is large enough for a second police station. She proposed allocating \$150,000 to a Public Safety Study.

Councilmember Hall said before the turnpike issue arose, the City had the goal of updating the 2025 Land Use and Transportation Plan and discussed the need for a Transportation Plan and an updated Stormwater Plan, but these plans are not in the budget. Mr. Pyle said Staff is working to establish a list of items requiring mitigation.

Councilmember Foreman said she wants to move forward with the all plans and studies and not wait until the Oklahoma Transportation Authority (OTA) has approved final plans for the turnpike location.

Councilmember Schueler said she would like to budget the targeted dollar amount identified for the various plans and studies.

Councilmember Peacock said Pattern Zoning was identified as a top priority by Council, but he does not see that line item in the FYE 2023 Budget and Mr. Pyle said Staff is working on a pilot project and will provide a budget estimate to Council when the project becomes permanent.

Councilmember Holman said he supports the Public Safety Study because he prefers a new Police Department building versus remodeling the existing building. He said all the Master Plans are out of date and a Transportation Plan is needed so he supports moving forward with these items.

Councilmember Hall said one time funding could be used for replacement of the Legacy Trail Lighting, which has been put off for more than two years. She receives numerous calls about the poor lighting from citizens that use Legacy Trail. She said the current lighting system is 25 years old and needs to be replaced because it is unsafe. She said Legacy Park is dark at night and there are many things to see along the trail, such as art, sculptures, memorials, etc. Mayor Clark said she would like to use surplus funds for this project.

Item 1, continued:

Ms. Brenda Hall, City Clerk, said Council discussed remodeling the Municipal Complex and she was hoping to appropriate funds to finish Building C, which would finish the Municipal Complex renovations (\$3.5 million) with the exception of the Police Department. Councilmembers Holman and Hall said they support moving forward with Building C renovations.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman Fiscal Year 2022-2023 Budget," dated April 19, 2022

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Item 2, being:

DISCUSSION REGARDING THE LICENSURE AND ZONING REQUIREMENT FOR RESTAURANTS AND BARS.

Ms. Hall said the Alcoholic Beverage Laws Enforcement (ABLE) Commission has always had a threshold of 50% food sales if a business classified as a restaurant sold alcoholic beverages; however, ABLE changed that threshold to 35% food sales effective October 1, 2018. The City of Norman incorporated the new laws into its Code of Ordinances and eliminated a separate regulation for low-point beer.

The City of Norman Code of Ordinances definitions for bars and restaurants are as follows:

BAR: An establishment whose primary activity, measured by dollar volume of sales, involves the sale and the on-premise consumption of intoxicating or non-intoxicating beer, mixed beverages, wine, or other liquor, and where food service, if any, is a secondary activity.

RESTAURANT: A facility which derives more than 35% of its total revenues from the sale of food, excluding alcoholic beverages, as well as other secondary sources of income, such as admissions, cover charges, or amusements.

Any business with a Caterer/Mixed Beverage License with the City of Norman and the ABLE Commission can sell outdoors during Special Events, such as University of Oklahoma Home Game Days; however, a Special Event Permit from ABLE is required for each business holding a caterer's license wanting to participate in selling outdoors.

The ABLE Commission's caterer license eligibility is based on the following:

1. A caterer license may be issued to any person for the purpose of sale, delivery or distribution of alcoholic beverages incidental to the sale or distribution of food on premises not licensed by the ABLE Commission. For purposes of this section, "incidental to the sale or distribution of food" means food sales constituting at least thirty-five percent (35%) of the caterer's total combined annual sales. *A caterer license shall not be issued to a person whose main purpose is the sale of alcoholic beverages.*

Item 2, continued:

2. A caterer license may only be issued to those persons that prepare, sell and distribute food for consumption either on licensed or unlicensed premises. In order to renew a caterer license, annual food sales must constitute at least thirty-five percent (35%) of the caterer's total combined sales based on the most recent calendar year. A caterer shall not be required to prepare, sell and distribute food at every catered event as long as the caterer satisfies the requirement set forth in this section.

The City Clerk's Office licenses businesses selling liquor and works in conjunction with ABLE and the applicant. The City charges an occupational tax based on ABLE/State license categories and has an "active" threshold of 35% food sales. The City of Norman Zoning Ordinance determines how the City views a "restaurant," which is a "by-right" use and if the threshold falls or is anticipated to fall under the 35% requirement, a Bar/Lounge/Tavern Special Use application is needed.

Items submitted for the record

1. PowerPoint presentation entitled, "Licensure and Zoning of Restaurants and Bars," dated April 19, 2022

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

ATTEST:

City Clerk

Mayor

FINANCE COMMITTEE MINUTES
April 21, 2022

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 pm in the Municipal Building Executive Conference Room on the 21st day of April, 2022, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster, 24 hours prior to the beginning of the meeting.

PRESENT: Member Foreman

ABSENT: Chair Clark and Member Tortorello

OTHERS PRESENT: Councilmember Hall
Councilmember Holman
Councilmember Studley
Councilmember Schueler
Helen Grant, City Council Member-Elect
Anthony Francisco, Director of Finance
Jacob Huckabaa, Budget Technician
Darrel Pyle, City Manager
Jane Hudson, Director of Planning
Jason Olsen, Director of Parks and Recreation
Chris Mattingly, Director of Utilities
Shawn O’Leary, Director of Public Works
Taylor Johnson, Transit and Parking Program Manager
Kim Coffman, Budget Manager
Chief Travis King, NFD
Kari Madden, IT Manager
Brenda Hall, City Clerk
Dawn James, Director of HR
Major Brent Barbour, NPD
Robert Castleberry, Citizen

Item 1, being:

DISCUSSION REGARDING PROPOSED AMENDMENTS TO THE FYE 2023 CITY OF NORMAN BUDGET

Anthony Francisco gave the update. He stated that there are several proposed amendments to the budget. An amendment to the transit budget for a paratransit services was discussed. There is also a proposed amendment to the budget to add \$1.5 million for studies that need to be done in the future.

Member Hall has requested \$360,000 to be added to the surplus budget list for repairs to asphalt in the Historic District. The Committee also wants to add \$300,000 to the surplus list for parking lot remodel for the Police Station.

Member Studley suggested a project be added to the list for \$300,000 that would place a walking trail from Oakhurst to Walmart. Member Hall wanted \$30,000 added to the list for additional historic signage.

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Item 2, being:

DISCUSSION REGARDING THE MONTHLY REVENUE AND EXPENDITURES REPORTS

Francisco gave the update. He stated that April sales tax collection was above 20% again.

Items submitted for the record:

1. Summary of Major Fund Revenue Sources vs. Budget FYE 2022 as of March 31, 2022
2. Summary of Major Fund Expenditures vs. Budget FYE 2022 as of March 31, 2022
3. Appropriations from Fund Balance FYE 22
4. General Fund Transfers over \$50,000 between Expenditure Categories FYE 22 March 2022
5. Norman Forward Sales Tax Financial Reports
6. Inter-City Sales Tax Growth Comparison

* * * * *

Item 3, being:

SUBMISSION OF THE REPORT ON OPEN POSITIONS

City Manager Pyle stated that we currently have 39 open positions on the vacancy report. We have seen an increase in applications across the board.

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ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

April 26, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Executive Conference room on the 26th day of April, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

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

Item 1, being:

DISCUSSION REGARDING THE SENIOR WELLNESS CENTER FUNDING.

Mr. Jason Olsen, Director of Parks and Recreation, said tonight he is presenting information on market fluctuations and that effect on NORMAN FORWARD Projects, including the Senior Wellness Center. He said the design of the Senior Wellness Center includes a pool; dressing/locker rooms; fitness classroom; administrative and wellness areas; main lobby; kitchen/coffee bar; multi-purpose room with stage area; wet/dry craft rooms; restrooms; game room; lounge area; large open fitness area with walking track; and outdoor pickleball courts.

He said inflation of raw materials is 20% higher than anticipated in 2015 when the City began obtaining estimates on the cost of the facility. He said just when it seems prices are leveling off, something happens to drive prices higher or make products difficult to obtain. According to the Construction Association, developers are underbidding due to unknown actual construction material cost increases

The original budget for the Senior Wellness Center was zero, but Staff has found \$7,600,000 in savings from the Griffin Park Improvements Project and \$4,800,000 from CARES Act funding for a total project budget of \$12,400,000 (\$10,400,000 – construction budget and \$2,000,000 – soft costs). He said the developer said there will be a 20% increase in heat and air (HVAC) costs within the next few weeks and encouraged the City to act now or the contract would need to be re-bid. He said total bid construction costs are \$12,000,000 and budgeted construction costs are \$10,400,000 leaving a deficit of \$1,600,000. He said additional funding to cover the deficit could be obtained from other projects, such as the sale of 718 North Porter to Cleveland County in the amount of \$1,200,000 and Norman Regional Heath System (NRHS) Porter Avenue Complex land swap in the amount of \$426,000 for a total of \$1,626,000. He is asking Council to consider appropriating these funds for the Senior Wellness Center.

Mr. Olsen said Staff requested the architect remove some items without compromising the overall project design and size of the facility, which they were able to do; however, Staff is hoping that with the requested additional funding, some of the items can be reinstated in the scope of the project.

The new proposed budget would include Griffin Park Improvement Project savings - \$7,600,000; CARES Act funding - \$4,800,000; sale of 718 North Porter - \$1,200,000; and NRHS land swap - \$426,000 for a total of \$14,026,000. Mr. Olsen said \$2,000,000 was budgeted for soft costs and that amount is not expected to fluctuate.

Councilmember Holman asked about anticipated savings from the James Garner Project potentially helping with other NORMAN FORWARD Projects and asked if that is still the case. Mr. Olsen said those funds will be used for the Young Family Athletic Center (YFAC), which has zero contingency. Councilmember Holman said Council discussed potentially using any excess James Garner Project funds for the Robinson Street Bridge and roundabout aesthetics as well as the Senior Wellness Center and YFAC. Mr. Shawn O'Leary, Director of Public Works, said projected savings for the James Garner Project is \$2,800,000, but the project has not been bid and \$1,500,000 has been designated to the YFAC leaving \$1,300,000 in projected savings.

Councilmember Holman asked if the items removed from the Senior Wellness Center Project would cost more if added later and Mr. Olsen said yes, if costs continue to increase. Councilmember Holman said he wants to save money, but is not opposed to spending more if it means the end product will last years.

Councilmember Hall said the multi-purpose gymnasium, at a cost of \$1,284,760, was removed from the project, but felt it is not going to be any cheaper building it later than now and Mr. Olsen agreed and said if built later, the gymnasium would not be an add on, it would entail removing walls, concrete, etc. He said due to budget constraints, the gymnasium is not currently being incorporated into the design. Councilmember Hall reminded everyone that the Senior Wellness Center began with a zero budget and felt it is a wonderful thing that Staff is able to identify funds and designs that establish priorities. She said there was also no location for the Senior Wellness Center and Council considered several locations before the option was presented to swap land with NRHS to build the Senior Wellness Center on the Porter Campus. She supports trying to find the funding needed to move forward with this project.

Mayor Clark said when there is a NORMAN FORWARD II; the City needs to do a better job of budgeting projects. She said voters need to know how much projects cost, the City needs to have locations already chosen, etc. She would like NORMAN FORWARD to be similar to MAPS in Oklahoma City because that has continued to improve their community.

Councilmember Studley thought money from the sale of 718 North Porter was already promised to another project and Mr. Olsen said Council discussed using \$1,200,000 for single-room occupancy projects (affordable housing). Mr. Darrel Pyle, City Manager, said there has been discussion of combining that money with American Rescue Plan Act (ARPA) funds to be used for affordable housing. He said there is discretionary money available to Council to use for any government purpose, but \$5,000,000 has been set aside for affordable housing and Staff is waiting for architect estimates on plumbing modifications and the remodel estimates for 23 single-room occupancy units.

Councilmember Foreman asked when the Senior Wellness Center construction will begin and Mr. Olsen said some utility work has been already been done and the project is ready to move forward when funding is available.

Councilmember Holman said there is one tree on the property where the Senior Wellness Center is being built and he would love to save that tree, if possible.

There seemed to be consensus among Council to move forward.

Items submitted for the record

1. PowerPoint presentation entitled, "Senior Wellness Center Project Budget Update"

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The meeting was adjourned at 6:04 p.m.

ATTEST:

City Clerk

Mayor

FINANCE COMMITTEE MINUTES
May 19, 2022

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 pm in the Municipal Building Executive Conference Room on the 19th day of May, 2022, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray and the Norman Public Library at 225 North Webster, 24 hours prior to the beginning of the meeting.

PRESENT: Mayor Clark, Members Foreman and Tortorello

ABSENT: none

OTHERS PRESENT: Councilmember Hall
Councilmember Holman
Councilmember Schueler
Councilmember Studley
Helen Grant, Councilmember-Elect
Anthony Francisco, Director of Finance
Jacob Huckabaa, Budget Technician
Jane Hudson, Director of Planning
Jason Olsen, Director of Parks and Recreation
Chris Mattingly, Director of Utilities
Shawn O’Leary, Director of Public Works
Taylor Johnson, Transit and Parking Program Manager
Kim Coffman, Budget Manager
Chief Travis King, NFD
Kari Madden, IT Manager
Brenda Hall, City Clerk
Dawn James, Director of HR
Major Brent Barbour, NPD
Robert Castleberry, Citizen

Item 1, being:

DISCUSSION REGARDING PROPOSED AMENDMENTS TO THE FYE 2023 CITY OF NORMAN BUDGET

Francisco stated that the collective bargaining contracts with the Fraternal Order of Police (FOP) will be included and the effect on next year’s budget is about \$800,000.

The Committee also discussed proposed charter changes in order for the Internal Audit position to report to the City Council. Council Member Foreman asked if the Council would be opposed to going ahead with the position if the charter change is not approved. Other City Council Members stated that they would either not support the position without the change, or they would perhaps support the position. The majority stated that the Committee should wait to see if the charter

amendment passes in August and then revisit the idea. The position will be added to the budget unfilled until the charter change passes.

Francisco stated that with the loss of the water rate increase vote, there would have to be an amendment for this on the budget.

Francisco asked for clarification on the budget amendment for \$1.5 million regarding the Micro-Transit proposal. The Council stated they are unsure of the future of the project and would like the amount for the project be reduced to \$750,000 and it be added as a budget amendment.

The Committee agreed to have a special meeting to approve the budget at 1:00 p.m. on June 14th. It was the consensus of the Committee to move forward with all 15 amendments to the budget, with the Micro-Transit program funding changing from \$1.5 million to \$750,000.

* * * * *

Item 2, being:

DISCUSSION REGARDING THE MONTHLY REVENUE AND EXPENDITURES REPORTS

Francisco gave the update. He stated we had 10.5% growth in May in sales tax collection.

Items submitted for the record:

1. Summary of Major Fund Revenue Sources vs. Budget FYE 2022 as of April 30, 2022
2. Summary of Major Fund Expenditures vs. Budget FYE 2022 as of April 30, 2022
3. Appropriations from Fund Balance FYE 22
4. General Fund Transfers over \$50,000 between Expenditure Categories FYE 22 April 2022
5. Norman Forward Sales Tax Financial Reports
6. Inter-City Sales Tax Growth Comparison

* * * * *

Item 3, being:

SUBMISSION OF THE REPORT ON OPEN POSITIONS

Anthony Francisco introduced our new Director of HR, Dawn James. James stated that we have posted the Police dispatch positions and they are currently interviewing candidates.

City Council Member Foreman stated that she would like to use funds approved for the 20 positions for Police Officers to fund two additional Animal Welfare Officers. Francisco stated that this would not be possible since the approved funds were for Police Union positions. Member Foreman stated that funding it through the normal Police budget would be fine and we would like to fill those two additional Animal Welfare positions until we can make an agreement with the

Humane Society to take over the running of our Animal Welfare facility in a public/private partnership. Francisco stated that he would follow up with the City Manager regarding this issue.

* * * * *

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING - FYE 2023 BUDGET ADOPTION

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, June 14, 2022 at 1:00 PM

MINUTES

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

CALL TO ORDER

Mayor Clark called the Meeting to Order at 1:00 p.m.

AGENDA ITEMS

1. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., BUDGET WITH DETAILED ANNUAL PLAN OF WORK.

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

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

Items submitted for the record

1. Staff Report dated May 24, 2022, from Kim Coffman, Budget Manager
2. PowerPoint Presentation entitled "City of Norman Fiscal Year 2022-2023 Budget, April 26, 2022, Anthony Francisco, Finance Director, and Kim Coffman, Budget Manager
3. City of Norman, Oklahoma, Fiscal year Ending 2023 Annual Budget, Summary of Fund Balances
4. The City of Norman, Oklahoma, Budget, Fiscal Year Ending June 30, 2023, Financial Plan, Fiscal Year End 2024-2027

Item 1, continued:

Items submitted for the record, continued

5. The City of Norman, Oklahoma, Capital Improvement Projects Budget, Fiscal Year Ending June 30, 2023, Financial Plan, Fiscal Year End 2024-2027
6. Memorandum dated June 8, 2022, from Anthony Francisco, Director of Finance

The Norman Convention and Visitors Bureau, Inc., Budget was Approved.

* * * * *

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FYE 2023 CITY OF NORMAN PROPOSED OPERATING AND CAPITAL BUDGETS.

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

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

Items submitted for the record

1. Staff Report dated June 14, 2022, from Kim Coffman, Budget Manager
2. PowerPoint Presentation entitled "City of Norman Fiscal Year 2022-2023 Budget, April 26, 2022, Anthony Francisco, Finance Director, and Kim Coffman, Budget Manager
3. City of Norman, Oklahoma, Fiscal year Ending 2023 Annual Budget, Summary of Fund Balances
4. The City of Norman, Oklahoma, Budget, Fiscal Year Ending June 30, 2023, Financial Plan, Fiscal Year End 2024-2027
5. The City of Norman, Oklahoma, Capital Improvement Projects Budget, Fiscal Year Ending June 30, 2023, Financial Plan, Fiscal Year End 2024-2027
6. Memorandum dated June 8, 2022, from Anthony Francisco, Director of Finance

Amendments to the Budget

Amendment No. 1: I move that grammatical and typographical corrections to the Budget documents, with no financial impact, be made as necessary.

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

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

Amendment No. 1 to the FYE 2023 Budget was Approved.

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Item 2, continued:

Amendment No. 2: I move that Capital Fund Project allocations for Transportation be increased by \$182,654 to fund a contribution to the Regional Transportation Authority.

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

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

Participants in discussion

1. Ms. Christina Owen, Ward 4, made comments
2. Mr. Darrel Pyle, City Manager

Amendment No. 2 to the FYE 2023 Budget was Approved.

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Amendment No. 3: I move that projected Water Reclamation Fund revenues be reduced by \$700,000. I further move that Water Reclamation Fund transfers to the General Fund be reduced by \$35,000.

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

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

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, made comments
2. Mr. Anthony Francisco, Director of Finance

Amendment No. 3 to the FYE 2023 Budget was Approved.

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Amendment No. 4: I move that General Fund allocations to the Police Department be increased by \$570,691 and Public Safety Sales Tax Fund allocations to the Police Department be increased by \$225,850 to fund contractual increases to Police salaries.

Motion made by Councilmember Ward 3 Lynn, Seconded by Councilmember Ward 7 Holman.

Item 2 continued:

Amendment No. 4, continued:

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

Voting Nay: Councilmember Ward 1 Studley

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, made comments
2. Mr. Russell Rice, Ward 2, made comments
3. Ms. Christina Owen, Ward 4, made comments
4. Mr. Darrel Pyle, City Manager

Amendment No. 4 to the FYE 2023 Budget was Approved.

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Amendment No. 5: I move that General Fund allocations to the City Manager's Department be increased by \$368,985 for contingency capital outlay expenditures.

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

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

Amendment No. 5 to the FYE 2023 Budget was Approved.

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Amendment No. 6: I move that Water Fund Capital Project allocations for Wells and Distribution Systems be reduced by \$773,000 due to the failure of the water rate increase vote.

Motion made by Councilmember Ward 1 Studley, Seconded by Councilmember Ward 8 Peacock.

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

Item 2, continued:

Amendment No. 6, continued:

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, made comments
2. Mr. Chris Mattingly, Director of Utilities

Amendment No. 6 to the FYE 2023 Budget was Approved.

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Amendment No. 7: I move that allocations to the City Manager's Department be increased by \$131,847 to fund an Internal Auditor position

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

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

Voting Nay: Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall

Participants in discussion

1. Mr. Darrel Pyle, City Manager

Amendment No. 7 to the FYE 2023 Budget was Approved.

*

Amendment No. 8: I move that General Fund allocations be increased by \$100,000 for pattern zoning programs

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

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

Amendment No. 8 to the FYE 2023 Budget was Approved.

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Item 2, continued:

Amendment No. 9: I move that Capital Fund Project allocations be increased by \$360,000 to fund improvements to Miller Avenue Curb and Sidewalk between Alameda Street and Classen Boulevard within the Miller Historic District

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

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

Amendment No. 9 to the FYE 2023 Budget was Approved.

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Amendment No. 10: I move that Capital Fund Project allocations be increased by \$425,000 to fund a walking trail that connects the Oakhurst and Woodcreek neighborhoods to the Walmart shopping Center.

Motion made by Councilmember Ward 1 Studley, Seconded by Councilmember Ward 7 Holman.

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

Amendment No. 10 to the FYE 2023 Budget was Approved.

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Amendment No. 11: I move that Capital Fund Project allocations be increased by \$1,500,000 to fund a Carter/Alameda Stormwater Park.

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

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

Voting Nay: Councilmember Ward 1 Studley

Item 2, continued:

Amendment No. 11, continued:

Participants in discussion

1. Ms. Cynthia Rogers, Ward 4, made comments
2. Mr. Darrel Pyle, City Manager
3. Mr. Shawn O'Leary, Director of Public Works

Amendment No. 11 to the FYE 2023 Budget was Approved.

*

Amendment No. 12: I move that Capital Fund Project allocations be increased by \$30,000 to fund historical markers.

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

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

Participants in discussion

1. Ms. Christina Owen, Ward 4, proponent

Amendment No. 12 to the FYE 2023 Budget was Approved.

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Amendment No. 13: I move that Capital Fund Project allocations be increased by \$60,000 to fund the construction of a sidewalk on Rock Creek Road from Porter Avenue to the Hawthorne Place Addition.

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

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

Amendment No. 13 to the FYE 2023 Budget was Approved.

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Item 2, continued:

Amendment No. 14: In order to implement the transfer of the Meter Services function from the Finance Department in the General Fund to the Water Line Maintenance and Sewer Line Maintenance Divisions in the Utility Enterprise Funds, I move that General Fund allocations to the Finance Department and related Cost Allocation revenue from the Utility Enterprise Funds be decreased by \$538,703; Water Fund allocations to the Water Line Maintenance Division be increased by \$314,337 and related Cost Allocation payments to the General Fund be reduced by \$379,247; Water Reclamation allocations to the Sewer Line Maintenance Division be increased by \$261,358 and related Cost Allocation payments to the General Fund be reduced by \$75,958; and Sanitation Fund allocations to the Water and Water Reclamation Divisions be decreased by \$36,992 and related Cost Allocation payments to the General Fund be decreased by \$83,49

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

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

Amendment No. 14 to the FYE 2023 Budget was Approved.

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Amendment No. 15: I move that Public Transportation Fund allocations for Transit and Parking Administration be increased by \$750,000 to fund an On-Demand Turnkey Micro Transit Program.

Motion made by Councilmember Ward 3 Lynn, Seconded by Councilmember Ward 7 Holman.

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

Amendment No. 15 to the FYE 2023 Budget was Approved.

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The FYE 2023 was Adopted, as Amended.

ADJOURNMENT

The Meeting Adjourned at 1:50 p.m.

City Clerk

Mayor



CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069

Tuesday, June 28, 2022 at 6:30 PM

MINUTES

Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority

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

CALL TO ORDER

Mayor Pro Tem Holman called the Meeting to Order at 6:30 p.m.

ROLL CALL

PRESENT

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

ABSENT:

Mayor Clark

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Holman led the Pledge of Allegiance

COUNCIL ANNOUNCEMENTS

Item 1.

Fentanyl in Cleveland County. Councilmember Studley said Cleveland County is facing a crisis with the use of Fentanyl. She said the Norman Police Department has received reports of at least 20 overdoses in the college community and there have been several deaths in the homeless population. She wants people to be aware that pills, cocaine, and heroin are being laced with fentanyl and narcan is in short supply at the Police Department.

*

City Council Retreat. Councilmember Schueler announced that the City Council Retreat is July 22 and 23 and during the retreat, Council will be prioritizing items for the upcoming Council year. She said Council will be asking constituents for ideas and she will be setting up a poll on her Ward Page on Facebook.

*

Councilmember Hall's Last Meeting. Councilmember Schueler said tonight was Councilmember Hall's last City Council Meeting. She said Councilmember Hall had provided support to all of the new Councilmembers and helped them transition whether they were elected or appointed. She said when she was appointed as Councilmember for Ward 2, Councilmember Hall reached out to her as well as others and became a support system and guiding light to them. She said they worked together closely on issues such as tree canopies and stormwater to name a few and she wanted Councilmember Hall to know how grateful she was and how much she means to her personally. She will be missed.

Councilmember Lynn said being a Councilmember is not easy job and Councilmember Hall has put in a lot of work. He said he appreciates her.

Councilmember Hall said her promise to Ward 4 when she was sworn in on September 10, 2019, was to show up and to do the work. She said her intention was to guarantee that Ward 4 neighborhoods would never be without a voice to represent them when it mattered. She said in almost three years, she has not missed one City Council Meeting and is proud of that. She said she was assigned to two City Council Subcommittees, Oversight and Community Planning and Transportation, and decided early on to make a habit of attending the Finance Committee and Business and Community Affairs Committee meetings in order to be better prepared for the votes she would be making based on many decisions made at the Committee level. She said she is not on City Council to represent herself but to represent the diverse interests of her neighbors and make decisions that will benefit everyone in Norman. She has learned from her Ward 4 neighbors every day and has been energized by so many who choose to stay engaged, including quite a few who are here with us tonight. She said choosing our elected officials and holding them accountable is one of the most important responsibilities we all have as citizens. She said most elections today are partisan; however, the City Council is intended by our Charter to be non-partisan. She wholeheartedly believes it should stay that way. She said Council is an elected body of nine whose duty and responsibility is to represent not only their wards but to protect the health, safety, and welfare of our community. She said the temptation to define issues we face as a city in partisan terms or who wins and who loses is not productive and as we have seen recently, it can be destructive to the greater good of the City. Delivering clean water; protecting our watershed; providing reliable city services; promoting smart and sustainable growth; supporting local businesses and quality of life projects; reducing homelessness; and addressing affordable house are all issues that Council should be working on together to solve, not to tear each other apart.

Council Announcements, continued:

Councilmember Hall's Last Meeting, continued. She said none of us can be good policy makers without the support of our City staff. She thanked Darrel Pyle, City Manager; Brenda Hall, City Clerk; Kathryn Walker, City Attorney; Anthony Francisco, Director of Finance; Jane Hudson, Director of Planning and Community Development; Shawn O'Leary, Director of Public Works; Chris Mattingly, Director of Utilities; Jason Olsen, Director of Parks and Recreation; Dawn James, Director of Human Resources; Tim Powers, Director of Information Technology; Kevin Foster, Police Chief; Travis King, Fire Chief; and Ronda Guerrero, Municipal Court Clerk, for their leadership during challenging times, for their unwavering commitment to the residents of Norman and their ability to help each of the Councilmembers understand the complexities and nuances of the work that they do every day and how that might translate to what Council does as policy makers. She recognized the hundreds of city employees that keep the city running every day including those days that we have layered a pandemic or multiple severe weather events on top just to keep things interesting. Throughout it all, our city employees could be counted on to come through for us.

Councilmember Hall said in her short time on City Council, she has served with 17 different Councilmembers; each is unique in their own way and brings their life experiences with them. She said to each of the Councilmembers, who are not only her colleagues, but also treasured friends, she is grateful for the opportunity to work with them, learn from them, and always appreciates their willingness to look for common ground to solve the problems that they face as a City.

She gives her heartfelt thanks to the residents and voters of Ward 4 for entrusting her with the opportunity to represent them. She said this has been one of the hardest and most challenging things she has ever done, but in equal measure, one of the most rewarding. She said she has been lifted by their encouragement and support; she has learned from those who may see things from another point of view and motivated to make policy that leaves the City in a better place. She has been inspired by so people who have had the courage to use their voices. It has been her privilege of a lifetime to represent Ward 4, the heart and soul of Norman.

Councilmember Tortorello thanked Councilmember Hall for always taking his call and mentoring him through each process. He agreed that she always steps up when there is a new councilmember. She was kind enough to sit with him face to face before a meeting or talk with him on the phone about many things. He said this is the spirit and intent of how Council should be. He said it is truly a non-partisan environment and that is the only way we can represent everyone equally and together. He has seen her do that time and time again. He said he would really miss her and would continue to call her for advice.

Councilmember Foreman said she met Councilmember Hall when she was serving on the Historic District Commission because Lee Hall went to every meeting. She said Councilmember Hall is the pulse of Ward 4 and she always asked her for advice on all of the agenda items that involved Ward 4. She is sad that she is leaving.

Councilmember Peacock said Councilmember Hall had been a great friend, a trusted ally, a policy stalwart, and a tireless advocate for Ward 4. She sets the bar extremely high for the next councilmember for Ward 4. He thanked her for sharing the vision she has for a better Norman. He is very excited to see what life and her role as a public servant has for her.

Council Announcements, continued:

Councilmember Hall's Last Meeting, continued: Councilmember Holman said he has served with many Councilmembers and knows she has worked as hard or harder than anyone that he has worked with. He said there has been so much turnover on Council, it is hard to see someone leave that has done so much for Norman. He said he will never forget all she has done and looks forward to working with her.

*

Councilmember-Elect Helen Grant. Councilmember Hall said Councilmember-Elect Helen Grant is already demonstrating that she also intends to show up and do the work. Since Helen was elected, they both have been committed to a smooth transition. She said it has been an enriching time for her to share all she knows and loves about Ward 4, the City, and the context of current issues the Council will continue to face. Councilmember-Elect Grant has many qualities and skills that will serve her well and that Ward 4 is in good hands going forward.

Councilmember Foreman said she knows Councilmember-Elect Grant will do a great job because she has Councilmember Hall to turn to when she has questions.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 24 be placed on the consent docket.

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

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

Item 1 through Item 24 were Placed on the Consent Docket.

* * * * *

Appointments

Item 1.

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

CITIZENS OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE DISTRICT NO. 2

TERM: 06-28-22 TO 04-10-24: KAIMEE KELLIS, WARD 4

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-21 TO 08-13-24: HOSSEIN FARZANAH, WARD 3

TERM: 08-13-21 TO 08-13-24: CHRIS PURCELL, WARD 2

GREENBELT COMMISSION

TERM: 06-28-22 TO 07-13-25: RICHARD BORNHAUSER, WARD 3

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 06-28-22 TO 10-31-22: PAULA ROBERTS, WARD 6

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Brenda Hall, City Clerk

Receipt of the Appointments was Acknowledged.

* * * * *

2. CONSIDERATION OF CONFIRMATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED APPOINTMENTS OF DREW NICHOLS AS PRESIDING JUDGE; GAIL BLAYLOCK AND BLAINE NICE AS ASSOCIATE JUDGES, AND DAVID POARCH AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2024.

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

Item 2, continued:

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Ronda Guerrero, Municipal Court Clerk

The Appointments were Confirmed.

* * * * *

Reports/Communications

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2022, AND DIRECTING THE FILING THEREOF.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Brenda Hall, City Clerk
2. Finance Director's Report as of May 31, 2022

Receipt of the Finance Director's Investment Report as of May 31, 2022, was Acknowledged.

* * * * *

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF MAY, 2022.

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

Item 4, continued:

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Stacey Parker, Executive Assistant
2. Monthly Departmental Reports for the month of May, 2022

Receipt of the Monthly Departmental Reports for the month of May, 2022, was Acknowledged.

* * * * *

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

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Brenda Hall, City Clerk
2. Memorandum dated April 14, 2022, from Nathan Madenwald, P.E., Utilities Engineer, through Chris Mattingly, P.E., Director of Utilities, to Darrel Pyle, City Manager
3. Change Order No. Five to Contract K-1920-73
4. Memorandum dated June 9, 2022, from Mike White, Fleet Program Manager, through Shawn O'Leary, Director of Public Works, to Darrel Pyle, City Manager
5. Change Order No. One to Contract K-1920-136
6. Change Order No. One to Contract K-2021-10
7. Memorandum dated June 7, 2022, from Kathryn Walker, City Attorney, to Darrel Pyle, City Manager
8. Contract K-2122-138
9. Memorandum dated April 26, 2022, from Michele Loudanback, Environmental and Sustainability Manager, through Chris Mattingly, Director of Utilities, to Darrel Pyle, City Manager
10. Contract K-2122-122 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation

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

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Final Plat

6. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR THE SUMMIT VALLEY ADDITION, SECTION 3, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF HIGHWAY 9 AND ONE-HALF MILE EAST OF 24TH AVENUE SE.)

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Final plat
4. Preliminary plat for Summit Valley Addition, a Planned Unit Development
5. Development Committee Staff Report dated June 8, 2022, for Summit Valley Addition, Section 3, located one-half mile north of State Highway No. 9 and one-half mile east of 24th Avenue S.E.
6. Application for Development Committee Action dated April 29, 2022, from Summit Valley Development, L.L.C., for Summit Valley Addition, Section 3

The Final Plat for Summit Valley Addition, Section 3, was Approved.

* * * * *

Contracts

7. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY \$492,185.38 FOR ADDITIONAL COSTS ASSOCIATED WITH THE ASBESTOS ABATEMENT FOR THE DEVELOPMENT CENTER PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Acting as the City Council and Norman Municipal Authority

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

Item 7, continued:

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Brenda Hall, City Clerk
2. Amendment No. Three to Contract K-1920-133 with Exhibit A, Norman Development Center Shutdown Costs, Demobilization and Mobilization

Amendment No. Three to Contract K-1920-133 and Budget Appropriation were Approved.

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8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, REDUCING RETAINAGE FROM 5% TO 2.5%, FOR PAYMENT PURSUANT TO CONTRACT K-2021-35 BETWEEN THE CITY OF NORMAN AND FLINTCO, L.L.C., RELATING TO THE NORTH BASE COMPLEX PHASE 1 PROJECT.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Paul D'Andrea, Capital Projects Engineer
2. Project location map
3. North Base Maintenance Complex: Punch and Warranty Log
4. North Base Maintenance Complex, Punch and Warranty Images
5. Contract K-2021-35
6. Maintenance Bond MB-2021-17
7. Statutory Bond B-2021-31
8. Performance Bond B-2021-30

Partial Release of Retainage reducing Retainage from 5% to 2.5% for Payment Pursuant to Contract K-2021-35 with Flintco, L.L.C., Relating to the North Base Complex Phase 1, was Approved.

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9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$2,653,243 FOR A REVISED CONTRACT AMOUNT OF \$41,677,428 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 Ward 2 Schueler, Seconded by Trustee Ward 4 Hall.

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Jason Olsen, Director of Parks and Recreation
2. Amendment No. Four to Contract K-2021-97

Amendment No. Four to Contract K-2021-97 was Approved.

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10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-115: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$423,737 FOR A REVISED CONTRACT AMOUNT OF \$11,582,248 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Jason Olsen, Director of Parks and Recreation
2. Amendment No. Five to Contract K-2021-115 with Exhibit A, Letter dated June 3, 2022, from Justin Lockwood, Director of Preconstruction, Crossland Construction Company, to Jason Olsen, Director of Parks and Recreation; Exhibit B, List of Specifications and List of Drawings; Exhibit C, List of Allowances; Exhibit D, Assumptions; Exhibit E, GMP Summary and Bid Tab; Exhibit F, Substantial Completion; and Exhibit G, Acceptance Period

Amendment No. Five to Contract K-2021-115 and Budget Appropriation were Approved.

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11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-127: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CUSTARD FACTORY, INC., IN THE AMOUNT OF \$100.00 PER YEAR ALLOWING PLACEMENT OF STRING LIGHTS AND POLES WITHIN THE PUBLIC RIGHT-OF-WAY.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Elisabeth Muckala, Assistant City Attorney
2. Contract K-2122-127 with Exhibit A, Site Plan, and Exhibit B, Letter of request dated May 16, 2022, from Rusty Rasmussen, Owner, Rusty's Custard Factory, to the City of Norman with Attachment A, Schematic Drawing, and Attachment B, Product Specifications

Contract K-2122-127 was Approved.

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12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-131: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK, TO PROVIDE TRANSIT SERVICES FOR THE CITY OF NORMAN FROM JULY 1, 2022, THROUGH JUNE 30, 2023, IN AN AMOUNT NOT TO EXCEED \$3,560,195.

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

Item 12, continued:

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Taylor Johnson, Transit and Parking Program Manager
2. Contract K-2122-131 with Exhibit A, Scope of Services; Exhibit B, Norman Transit Service Profile; Exhibit C, Norman Transit Routes; Exhibit D, EMBARK Responsibilities; Exhibit E, Scope of Vehicle Cleaning, Washing, and Fueling Services; Exhibit F, Norman Responsibilities; Exhibit G, Compensation; Exhibit H, FTA Terms and Conditions; Exhibit I, Norman Transit Fleet Description and Inventory; Exhibit J, EMBARK Plus Norman ADA Guide; Exhibit K, EMBARK Rider Conduct and Exclusion Policy; Exhibit L, EMBARK Advertising Policy; Exhibit M, Sample Invoice; and Exhibit N, Sample EMBARK Norman Performance Summary Report

Contract K-2122-131 was Approved.

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13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-140: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STANLEY R. SENDELBACH IN THE AMOUNT OF \$450 PER YEAR BY THE TENANT FOR AGRICULTURAL LEASE OF THE PROPERTY AT 4020 EAST TECUMSEH ROAD.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Nathan Madenwald, Utilities Engineer
2. Contract K-2122-140 with Attachment A, Tenant Information Sheet

Contract K-2122-140 was Approved.

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14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT

Item 1.

POSTPONEMENT OF CONTRACT K-2122-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE VIEW, L.L.C., FOR THE LEASE OF PROPERTY LOCATED AT 307 WEST GRAY STREET FOR A PERIOD OF THREE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Kathryn Walker, City Attorney
2. Contract K-2122-141

Contract K-2122-141 was Approved.

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15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR

POSTPONEMENT OF CONTRACT K-2122-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE USE OF ONE MILLION DOLLARS (\$1,000,000) IN AMERICAN RESCUE PLAN ACT FUNDS FOR QUALIFYING ECONOMIC DEVELOPMENT EXPENDITURES.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Kathryn Walker, City Attorney
2. Contract K-2122-142

Contract K-2122-142 was Approved.

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16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/C
POSTPONEMENT OF RESOLUTION R-2122-135: A RESOLUTION OF THE
 COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$1,000,000
 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT
 FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED BY THE
 NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE IMPLEMENTATION
 OF BUSINESS INCUBATOR PROGRAMS.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Anthony Francisco, Director of Finance
2. Resolution R-2122-135

Resolution R-2122-135 was Adopted.

* * * * *

Deed

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR
 POSTPONEMENT OF CONVEYANCE OF TITLE BY QUIT CLAIM DEED FOR
 PROPERTY LOCATED AT 531 EAST SYMMES STREET TO THE NORMAN
 AFFORDABLE HOUSING CORPORATION FOR USE AS RENTAL HOUSE FOR
 HOUSEHOLDS AT OR BELOW THE 80% MEDIAN FAMILY INCOME THRESHOLD.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Lisa Krieg, CDBG/Grants Manager
2. Quit Claim Deed for 531 East Symmes Street

Conveyance of Title by Quit Claim Deed was Approved.

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18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-134: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING MESHEK AND ASSOCIATES, L.L.C., AS AN AGENT FOR THE CITY OF NORMAN, TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PHASE I IMPROVEMENTS PLANNED FOR LOWER IMHOFF CREEK.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Jason Murphy, Stormwater Program Manager
2. Resolution R-2122-134
3. Lower Imhoff Creek Hydraulic and Hydrologic Study Project dated January 9, 2017, prepared for the City of Norman, Oklahoma, by Meshek and Associates, P.L.C., and Amec Foster Wheeler
4. FEMA DR-4438 Hazard Mitigation Grant Program Match Commitment Letter dated June 28, 2022, from Darrel Pyle, City Manager, to Mr. Mark Gower, Director, Oklahoma Department of Emergency Management and Homeland Security
5. Application for Federal Assistance SF-424 - Mandatory

Resolution R-2122-134 was Adopted.

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19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$3,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED FOR FUNDING THE LOWER IMHOFF CREEK BANK STABILIZATION PROJECT.

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

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

Item 19, continued:

Items submitted for the record

1. Staff Report dated June 28, 2022, from Jason Murphy, Stormwater Program Manager
2. Resolution R-2122-138
3. Lower Imhoff Phase Map
4. Aerial map of Lower Imhoff Creek
5. Photograph of Bank Erosion with Tree Collapse in Lower Imhoff Creek
6. Application for Federal Assistance SF-424 - Mandatory

Resolution R-2122-134 was Adopted.

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20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-137: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 5-105(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES, AND EXTENSION OF THE PILOT PROGRAM ESTABLISHED IN RESOLUTION R-1718-117 THROUGH JUNE 30, 2024.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Greg Clark, Development Services Manager
2. Resolution R-2122-137
3. PowerPoint Presentation entitled "Business and Community Affairs Committee, Home energy Rating System (HERS) Energy Rating Index (ERI) Pilot Program dated May 5, 2022

Resolution R-2122-137 was Adopted.

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21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT Item 1.
POSTPONEMENT OF RESOLUTION R-2122-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SETTING FORTH A PROCESS FOR COUNCIL TO FOLLOW IN THE EVENT OF A VACANCY ON CITY COUNCIL.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Kathryn Walker, City Attorney
2. Resolution R-2122-139
3. City of Norman City Council Application

Resolution R-2122-139 was Adopted.

* * * * *

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-136: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING ADVANCED WATER METERING IMPROVEMENTS FOR THE CITY OF NORMAN, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Anthony Francisco, Director of Finance
2. Resolution R-2122-136
3. Certificate of Authority Action
4. Bureau of Reclamation 2022 WaterSMART Water and Energy Efficiency Grants

Resolution R-2122-136 was Adopted.

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Settlement

23. 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. RON ASHLEY, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-337, IN THE AMOUNT OF \$210,000.

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

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Elisabeth Muckala, Assistant City Attorney

The City Attorney's Recommendation that City Council Approve a Settlement in Cleveland County District Court Case CJ-2021-337, City of Norman vs. Ron Ashley, was Approved.

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Postponement

24. **CONSIDERATION OF POSTPONEMENT OF ORDINANCE O-2122-48 UNTIL AUGUST 9, 2022:** AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

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

Item 24, continued:

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

Items submitted for the record

1. Staff Report dated June 14, 2022, from Kathryn Walker, City Attorney
2. Ordinance O-2122-48
3. Special Election Proclamation and Notice of Election

Ordinance O-2122-48 was Postponed Until August 9, 2022.

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NON-CONSENT ITEMS

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

1. Staff Report dated June 28, 2022, from Jane Hudson, Director of Planning and Community Development
2. Resolution R-2122-111
3. Planning Commission Staff Report dated May 12, 2022
4. Location map
5. City of Norman Predevelopment Summary PD22-06 dated March 24, 2022, for Lennar Homes of Oklahoma, L.L.C., for property located north of East Imhoff Road and west of Oakhurst Avenue
6. Pertinent excerpts from Planning Commission minutes of May 12, 2022

Participants in discussion

1. Mr. Sean Rieger, The Rieger Law Group, P.L.L.C., 136 Thompson Drive, attorney representing the applicant
2. Mr. Tyler Muzny, Johnson and Associates, Inc., 1 East Sheridan Avenue, Suite 200, Oklahoma City, engineer representing the applicant
3. Mr. Shawn O'Leary, Director of Public Works

Resolution R-2122-111 was Adopted.

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26. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-42 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

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

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

Items submitted for the record

1. Staff Report dated June 14, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-42
3. Application for Planned Unit Development submitted April 4, 2022, and revised May 6, 2022, for The Villages, a Planned Unit Development, prepared by Rieger Law Group, P.L.L.C., with Exhibit A, Legal Description of the Property; Exhibit B, Site Development Plan; and Exhibit C, Allowable Uses; Exhibit D, Open Space Exhibit; and Exhibit E, Preliminary Plat
4. Location map
5. City of Norman Predevelopment Summary PD22-06 dated March 24, 2022, from Lennar Homes of Oklahoma, L.L.C., for property located north of East Imhoff Road and west of Oakhurst Avenue
6. Planning Commission Staff Report dated May 12, 2022
7. Pertinent excerpts from Planning Commission minutes of May 12, 2022
8. Protest Map containing 0.52% Protest within Notification Area
9. Letter of protest filed May 9, 2022, from Kristen Gifford To Whom It May Concern

Ordinance O-2122-42 was Adopted Upon Second Reading Section by Section.

Item 26, continued:

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

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

Ordinance O-2122-42 was Adopted Upon Final Reading as a Whole.

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27. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE VILLAGES ADDITION, A PLANNED UNIT DEVELOPMENT. (NORTHWEST CORNER OF EAST IMHOFF ROAD AND OAKHURST AVENUE.)

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

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

Items submitted for the record

1. Staff Report dated June 14, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Preliminary Plat
4. Planning Commission Staff Report dated May 12, 2022
5. Request for Variance dated May 4, 2022, from Timothy W. Johnson, P.E., Johnson & Associates, to City of Norman Engineering Services Division
6. City of Norman Predevelopment Summary PD22-06 dated March 24, 2022, from Lennar Homes of Oklahoma, L.L.C., for property located north of East Imhoff Road and west of Oakhurst Avenue
7. City of Norman Development Review Form, Transportation Impacts, dated May 3, 2022, conducted by Jami L. Short, P.E.
8. Letter dated April 4, 2022,
9. Letter of Authorization for Submittal to the City dated March 30, 2022, from Curtis L. Rice, Manager, Villages at Oakhurst Land, L.L.C., to City of Norman Planning and Community Development
10. Special Warranty Deed granted to Village at Oakhurst Land, L.L.C.
11. Site Development Plan
12. Pertinent excerpts from Planning Commission minutes of May 12, 2022

The Preliminary Plat for The Villages Addition, a Planned Unit Development, was Approved.

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Councilmember Peacock asked that he be allowed to abstain from voting on Item 28 due to a conflict of interest.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 5 Tortorello.

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

Abstain: Councilmember Ward 8 Peacock

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28. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-43 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOT SIXTEEN (16), IN BLOCK ONE (1), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (494 ELM AVENUE)

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

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

Abstain: Councilmember Ward 8 Peacock

Items submitted for the record

1. Staff Report dated June 14, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-43
3. Location map
4. Site Plan
5. City of Norman Predevelopment Summary PD22-08 dated April 28, 2022, from Hillel Foundation for property located at 494 Elm Avenue
6. Planning Commission Staff Report dated May 12, 2022
7. Pertinent excerpts from Planning Commission minutes of May 12, 2022

Participants in discussion

1. Mr. Matt Peacock, Peacock Design, 218 East Main Street, architect representing the applicant

Ordinance O-2122-43 was Adopted Upon Second Reading Section by Section

Item 28, continued:

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

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

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2122-43 was Adopted Upon Final Reading as a Whole

* * * * *

MISCELLANEOUS COMMENTS

Care-A-Vans/Warming Shelter. Mr. Stephen Lett, Ward 4, said he is a volunteer for Norman Care-A-Vans. He said he learned this afternoon that the City decided not to enter into negotiations with Norman Care-A-Vans or any other service provider, to provide on-demand transit to shelters and homelessness program locations. He said, in response to the City's Request for Proposal (RFP), Norman Care-A-Vans developed a robust proposal to offer services that met all requirements in the RFP. He said the reasons offered to them by the City for not accepting the RFP were the organization current non-profit status, the long lead-time to require the necessary vehicles, 12 to 15 months; duplication of services with both current and future transit social services initiatives; and the submitted proposal being overly broad for further requested service. He said he has done research to various vendors to receive the vehicles sooner and there is no duplication of services. He said the proposal is broad because the City asked that it be broad. He expressed his disappointment and frustration.

Ms. Jessica Ester, Ward 4, said that Norman Care-A-Vans needs and deserves funding. She said there are too many gaps in the resources and it is important for the homeless to have access to Care-A-Vans.

Mr. Alan Hatcher, Ward 8, said he is a driver and founder of Norman Care-A-Vans and he received the letter rejecting their proposal and wondered if there was any likelihood the City might do something to help the homeless instead of shutting off resources. He said his service would support the business owners by providing transportation to the homeless population. He said the police should be providing transportation for these people since the Police Department has funding and Care-A-Vans does not. He expressed frustration because there is no one else to provide transportation for the homeless population except Care-A-Vans.

Mr. Steve Ellis, Ward 4, said he is a member of the Norman Care-A-Vans Board and thanked City staff for the attention to Care-A-Vans' response to the City's RFP. He said Care-A-Vans offers something the City has asked for and is disappointed about this missed opportunity. He hopes City Council will reflect on this and do what they can to allow Care-A-Vans to continue this service. He said the City's main issue with Care-A-Vans proposal was that Care-A-Vans does not have yet have a non-profit status. He said the City Attorney's Office realized that the non-profit status cannot be obtained without some sort of funding source. He said the letter from the City was not a "No" but more of a "Not Now" letter. He said Care-A-Vans does more than provide transportation; the drivers perform a wide range of social work such as matching people with services and even though it may exceed the City's request, it is a crucial thing for the community. He said even the Norman Police

Miscellaneous Comments, continued:

Care-A-Vans/Warming Shelter, continued.

Department uses Care-A-Vans' services quite a bit. He said Care-A-Vans serves as an anchor in the community and right now, it is the only thing keeping Norman's homeless program in place.

Mr. James Cornelison, Ward 4, said he has been homeless for over ten years and now the Warming Shelter in Norman has closed. He voiced his concerns about the homeless people who have health problems.

Ms. Michelle Franze, Ward 4, said she is a registered nurse and currently homeless. She expressed concern about the homeless people in this city who have no way to get to their doctor's appointments.

Mr. Jerry Schmit, Ward 4, said he has been homeless for five years and he has seizures. He said he used to stay at the Warming Shelter and now that it is closed, there is nowhere to stay. He has COPD and carries the oxygen tank with him because he has no home. He said Care-A-Vans gives him a ride back and forth every day.

Mr. Jade Cleshire, Ward 4, said he has been homeless for three months and has witnessed a lot of trauma and pain out on the streets. He is a survivor of domestic violence and suffers from a lot of mental illness. He said he has not been able to work for a couple of years. He said he had been living in an apartment in Norman; but Section 8 denied funding last year and left him without a home. He tried staying with family but that had been an unsafe situation so he had to move out. He said some organizations in Norman have provided help, which is very much appreciated. He said Care-A-Vans has been a lifesaver in so many ways by providing meals, moral support, and financial support and because it was safe.

Ms. Jae Swanston, Ward 8, said her family raised her to care about a person, not for their abilities but who they are, and to give them a chance to share their story and have their needs met. She said she works as a Case Manager in the Community and tries every day to give people resources and Care-A-Vans and the Warming Shelter have helped. She said deleting these resources show her that Norman does not care about people for who they are and only care about people that can help them profit.

Mr. Darrel Pyle, City Manager, said after the City was notified by the property owner that the lease for the Warming Shelter would not be renewed, an RFP was prepared in search of the assistance in the establishment of Norman's next warming shelter. He said that request will close on Friday, June 30. He said Staff would be reporting to City Council with responses from some of our Continuum of Care members who might be able to provide those services.

*

Thanks to Councilmember Hall and Mayor Clark. Mr. Dan Munson, Ward 6, thanked Councilmember Hall and Mayor Clark for their service to the City. He said they had tough terms.

Ms. Susan Sparks Smith, Ward 1, thanked Councilmember Hall for answering her email even though she did not live in Ward 4.

Mr. Scott Lambert, Ward 4, thanked Councilmember Hall for listening.

*

Miscellaneous Comments, continued:

Soccer Facility. Mr. Dan Munson, Ward 6, said he recently went to Olathe, Kansas, and stayed at a hotel across the street from the Soccer Complex. He said the facility had nine fields and is approximately three years old. He said it was a hot day and there was tremendous heat. He said he looked at different areas at the complex that could be covered to provide shade to attendees. He drove to another soccer facility that also had no shade. He said the new NORMAN FORWARD Soccer Facility will have 22 fields and having shade for the spectators will attract more teams to come to the City to participate. He has ideas on how the City can do this without paying for it.

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Apology to Councilmember Lynn. Ms. Susan Sparks Smith, Ward 1, apologized to Councilmember for saying bad things about him on Facebook.

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ADJOURNMENT

The Meeting Adjourned at 7:52 p.m.

City Clerk

Mayor



CITY COUNCIL REGULAR MEETING -SWEARING IN
Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 05, 2022 at 6:00 PM

MINUTES

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

CALL TO ORDER

Mayor Pro Tem Holman called the Meeting to Order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor Pro Tem Holman
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 8 Matthew Peacock

ABSENT

Mayor Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 6 Elizabeth Foreman

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Holman led the Pledge of Allegiance

AWARDS AND PRESENTATIONS

1. ADMINISTERING THE OATHS OF OFFICE TO AND SEATING OF MAYOR-ELECT LARRY HEIKKILA, COUNCILMEMBER-ELECT LAUREN SCHUELER, WARD 2; COUNCILMEMBER-ELECT HELEN GRANT, WARD 4; COUNCILMEMBER-ELECT ELIZABETH FOREMAN, WARD 6; AND COUNCILMEMBER-ELECT MATTHEW PEACOCK, WARD 8.

Judge Thad Balkman, Cleveland County District Court, administered the Oath of Office to Mayor-Elect Larry Heikkila.

Judge Drew Nichols, City of Norman Municipal Court Judge, administered the Oath of Office to Councilmember-Elect Lauren Schueler, Ward 2; Councilmember-Elect Helen Grant, Ward 4; and Councilmember-Elect Matthew Peacock, Ward 8

Appointments

2. ELECTION OF A MAYOR PRO TEM

Elect Councilmember Peacock as Mayor Pro Tem

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

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

Councilmember Peacock was Elected as Mayor Pro Tem

* * * * *

3. ELECTION OF A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE OKLAHOMA MUNICIPAL LEAGUE BOARD OF DIRECTORS.

Elect Mayor Heikkila as Representative and Councilmember Ward 4 Schueler as Alternate Representative of the Oklahoma Municipal League Board of Directors.

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

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

Mayor Heikkila was Elected as Representative and Councilmember Ward 2 Schueler as Alternate Representative of the Oklahoma Municipal League Board of Directors.

* * * * *

4. ELECTION OF A REPRESENTATIVE AND AN ALTERNATE REPRESENTATIVE TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS BOARD OF DIRECTORS.

Elect Mayor Heikkila as Representative and Councilmember Ward 7 Holman as Alternate Representative to the Association of Central Oklahoma Governments Board of Directors.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 3 Lynn.

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

Mayor Heikkila was Elected as Representative and Councilmember Ward 7 Holman was Elected as Alternate Representative to the Association of Central Oklahoma Governments Board of Directors.

* * * * *

5. ELECTION OF A CITY COUNCILMEMBER TO SERVE ON THE BOARD OF TRUSTEES FOR THE CITY OF NORMAN RETIREMENT SYSTEM.

Elect Councilmember Ward 6 Foreman to serve on the Board of Trustees for the City of Norman Retirement System.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 2 Grant, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Resolutions

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF RESOLUTION R-2223-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO LEE HALL FOR SERVING AS WARD FOUR COUNCILMEMBER IN NORMAN, OKLAHOMA.

Motion made by Councilmember Ward 2 Grant, Seconded by Councilmember Ward 2 Schueler.

Item 6, continued:

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

Resolution R-2223-14 was Adopted.

* * * * *

Council Farewells.

Councilmember Schueler said she does not think people understand the level of commitment that Former Councilmember Hall gave her position on City Council. She said when she was appointed as Councilmember for Ward 2, Hall welcomed her in virtual meetings during the pandemic and offered to “show her the ropes”. She said Hall made it her mission to shepherd all of the new Councilmembers through the City processes. She said Hall always did her homework and was fiercely committed to Ward 4 as well as the betterment of community as a whole. She said Hall has assured City Council that they are not losing her as an advocate for the community, but she is planning to be more involved in the core issues she really cares about. She said she is thankful that she got to know her and can call her a friend.

Councilmember Lynn said he appreciated former Councilmember Hall and her efforts. He said he admires anyone who puts himself or herself out there to do this community service and she put her heart into it and did the work. He said they did not agree on everything and he always tried to sway her with chocolate.

Councilmember Grant said she was one of candidates for the vacancy to Ward 4 with Former Councilmember Hall. She said Hall was selected, but it worked out fine and she even donated money to Hall’s campaign. She said Hall was informative about Ward 4 and the processes to follow. She said she feels very informed taking over her position. She said she learned some good habits from Hall and said she will still be living in Ward 4 and can continued to be a resource.

Councilmember Tortorello said former Councilmember Hall provided so much information to all of Council and they relied on her all of this time to fill in the blanks. He appreciated everything she has done for the Council. He respected that she stood her ground when she did not agree with something. He said she spend every week doing her job by representing her ward extremely well. He thanked her for her friendship and being there when he needed something.

Councilmember Holman said during his nine years on Council with over 30 different Councilmembers and 4 mayors. He is hopeful with the new faces that Council will be able to come together to address some of the serious issues that affect our community. He said he appreciates former Councilmember Hall, former Mayor Clark, and all he has served to be willing to put themselves out there.

Council Farewells, continued:

Councilmember Peacock said he once asked a constituent what he could do to grow and improve as a Councilmember and the answer was “Be more like “Lee Hall.” He said that single quote is a testament to the standard of excellence Hall brought to this office and the positive impact she has had on our community. She will be greatly missed and it has been an honor and a privilege and he cannot thank her enough. He thanked her for showing him that you can never go wrong by doing what is right.

Mayor Heikkila said he did not get to work much with former Councilmember Hall, but they became acquainted during his campaign and he very much appreciates because she has done as many have said, “service, no matter what”, which is a labor of love and not anything you do for money. He said her dedication to her constituents, to the ward, to the City, to the State of Oklahoma is greatly appreciated by him.

* * * * *

ADJOURNMENT

The Meeting Adjourned at 6:28 p.m.

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City's Floodplain Ordinance, which is included in Section 22:429.1 of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised fourteen (14) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, 2008, 2012, 2017, 2020, and 2021. The floodplain ordinance was originally adopted as a requirement of the City of Norman's participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

DISCUSSION:

A Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program's (NFIP's) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV, the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements.

In April 2022, the City of Norman underwent a CAV. During the review of the City's floodplain ordinance, it was noted that a clear reference outlining the City's statutory authority under State Law to administer the floodplain ordinance was missing. Therefore, the proposed amendment to the City's floodplain ordinance is to add language clearly referencing the Oklahoma Floodplain

Management Act Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes wherein the responsibility is delegated to local governmental units to adopt regulations designed to minimize flood losses through regulation of the Flood Hazard District.

The proposed revisions are noted in the attached ordinance.

Norman Revised Floodplain Ordinance Schedule	
Item	Completion Date
Proposed Ordinance Changes Approved by OWRB	June 1, 2022
Proposed Ordinance Changes to Floodplain Permit Committee	June 6, 2022
Proposed Ordinance Changes to Planning Commission	July 14, 2022
Proposed Ordinance Changes to City Council 1st Reading	August 9, 2022
Proposed Ordinance Changes to City Council 2nd Reading	August 23, 2022
Revised Floodplain Ordinance Becomes Effective	September 22, 2022

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance O-2223-1, which amends Section 22:429.1(1) of the current ordinance.

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1 (“FLOOD HAZARD DISTRICT”) OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 429.1(1) of Chapter 22 of the Code of the City of Norman be amended to define the statutory authorization granted by the State of Oklahoma to local governmental units.

1. Statutory Authorization, Description and Purpose. The Legislature of the State of Oklahoma has in the Oklahoma Floodplain Management Act, Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes, delegated the responsibility, and authorized local governments, to adopt and enforce regulations designed to minimize flood losses within this Flood Hazard District. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman. The City of Norman thus declares that it is the purpose of this Flood Hazard District to exercise this delegated authority, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

* * *

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUB-SECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 429.1(1) of Chapter 22 of the Code of the City of Norman be amended to define the statutory authorization granted by the State of Oklahoma to local governmental units.

1. Statutory Authorization, Description and Purpose. The Legislature of the State of Oklahoma has in the Oklahoma Floodplain Management Act, Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes, delegated the responsibility, and authorized local governments, to adopt and enforce regulations designed to minimize flood losses within this Flood Hazard District. The Flood Hazard District includes special flood hazard areas which are subject to periodic or occasional flooding during a one percent chance flood, and for which special regulations are applied in addition to or in combination with other zoning regulations applying to these areas to guide the type and manner of floodplain use so that it is consistent with the land use needs of the City of Norman. The City of Norman thus declares that it is the purpose of this ordinance Flood Hazard District to exercise this delegated authority, to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

* * *

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



Date: July 14, 2022

To: Chairman and Members
Norman Planning Commission

From: Shawn O'Leary, Director of Public Works
Jason Murphy, Stormwater Program Manager
Todd McLellan, Development Engineer

Subject: Agenda Item - Approval of Ordinance No. O-2223-1
Revised Floodplain Ordinance

BACKGROUND:

The City's Floodplain Ordinance which is included in Section 22:429.1 of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised fourteen (14) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, 2008, 2012, 2017, 2020, and 2021. The floodplain ordinance was originally adopted as a requirement of the City of Norman's participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

DISCUSSION:

A Community Assistance Visit (CAV) is a major component of the National Flood Insurance Program's (NFIP's) Community Assistance Program (CAP). The CAV is a visit to a community by a FEMA staff member or staff of a State agency on behalf of FEMA that serves the dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations. Generally, a CAV consists of a tour of the floodplain, an inspection of community permit files, and meetings with local appointed and elected officials. If any administrative problems or potential violations are identified during a CAV the community will be notified and given the opportunity to correct those administrative procedures and remedy the violations to the maximum extent possible within established deadlines. FEMA or the State will work with the community to help them bring their program into compliance with NFIP requirements.

In April 2022, the City of Norman underwent a CAV. During the review of the City's floodplain ordinance, it was noted that a clear reference outlining the City's statutory authority under State Law to administer the floodplain ordinance was missing. Therefore, the proposed amendment to the City's floodplain ordinance is to add language clearly referencing the Oklahoma Floodplain Management Act Sections 1601 through 1620.1 of Title 82 of the Oklahoma Statutes wherein the responsibility is delegated to local governmental units to adopt regulations designed to minimize flood losses through regulation of the Flood Hazard District.

The proposed revisions are noted in the attached ordinance.

office memorandum

Norman Revised Floodplain Ordinance Schedule	
Item	Completion Date
Proposed Ordinance Changes Approved by OWRB	June 1, 2022
Proposed Ordinance Changes to Floodplain Permit Committee	June 6, 2022
Proposed Ordinance Changes to Planning Commission	July 14, 2022
Proposed Ordinance Changes to City Council 1st Reading	August 9, 2022
Proposed Ordinance Changes to City Council 2nd Reading	August 23, 2022
Revised Floodplain Ordinance Becomes Effective	October 1, 2022

RECOMMENDATION: Staff recommends that the Planning Commission approve Ordinance No. O-2223-1, which amends Sections 22:429.1(1) of the current ordinance.

Reviewed by: Scott Sturtz, City Engineer
 Shawn O’Leary, Director of Public Works
 Jane Hudson, Director of Planning and Community Development
 Beth Muckala, Assistant City Attorney III

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 14, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of July, 2022.

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

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

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Liz McKown
Steven McDaniel
Erica Bird
Michael Jablonski

MEMBERS ABSENT

Kevan Parker
Doug McClure
Shaun Axton

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Roné Tromble, Recording Secretary
Beth Muckala, Asst. City Attorney
Jason Murphy, Stormwater Program
Manager
Todd McLellan, Development Engineer
Mitchell Richardson

* * *

Item No. 4, being:

O-2223-1 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 429.1 ("FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, SUBSECTION 1, TO ADD CITATION TO OKLAHOMA STATUTORY AUTHORITY FOR LOCAL REGULATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Annotated Ordinance No. O-2223-1

PRESENTATION BY STAFF:

1. Jason Murphy reviewed the staff report, a copy of which is filed with the minutes.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Steven McDaniel moved to recommend adoption of Ordinance No. O-2223-1 to City Council. Liz McKown seconded the motion.

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

YEAS	Liz McKown, Steven McDaniel, Michael Jablonski, Erica Bird
NAYES	None
ABSENT:	Kevan Parker, Doug McClure, Shaun Axton

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2223-1 to City Council, passed by a vote of 4-0.

* * *

File Attachments for Item:

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Beth Muckala, Assistant City Attorney III

PRESENTER: Beth Muckala, Assistant City Attorney III

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-4 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

On April 14, 2022, the City Council Oversight Committee discussed rezoning policies, procedures and processes, including the possibility of creating a policy concerning the number of postponements that may be granted for certain development applications that are brought before City Council for consideration. At the May 12, 2022 Oversight Committee Meeting, a draft ordinance regarding this Development Postponement Policy was reviewed and the committee recommended that the ordinance proceed for consideration by Planning Commission, and thereafter by the City Council for formal adoption.

DISCUSSION:

The Development Postponement Policy applies to all "Amendment" applications that would proceed pursuant to the process outlined in the Zoning Ordinance, Section 22:442.1. Amendments covered by Section 22:442.1 includes amendments to regulations and districts. Thus, a change from a conventional zoning district to the Planned Unit Development district ("PUD") addressed in Section 22:420 of the Zoning Ordinance, as well as Simple Planned Unit Development district ("SPUD") addressed in Section 22:420.05 of the Zoning Ordinance are affected by this policy.

The proposed amendment adds subpart (d) to Section 22:442.1(4), which establishes that, when the application is before City Council for consideration, barring unique or extenuating circumstances, an applicant will generally be permitted one requested postponement. Any

further postponements are a purely discretionary matter for City Council. City Council has always borne the authority to grant or deny postponements based upon its discretion; however, historically the City Council has often deferred to applicants when postponements were requested.

In recent years, applicant postponement requests have become quite frequent on certain types of applications, particularly when the application has progressed and is before City Council for consideration. To avoid undue burdens on non-applicant parties affected by such applications and to promote efficient consideration of these applications, this amendment formally implements a policy where City Council will generally permit one applicant-requested postponement. However, upon a repeated request, the policy clearly sets forth City Council's intention to scrutinize the request within the full bounds of its discretion, and afford less deference to the wishes of an applicant making the request.

In reviewing Section 22:420, addressing PUDs, City Staff determined the need to cross-reference the addition to Section 22:441.2, but no similar language appeared to be required in Section 22:420.05, concerning SPUDs.

This policy was developed at the direction of the City Council Oversight Committee and has been reviewed and vetted by City Staff. At their July 14, 2022 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2223-4, by a vote of 4-0.

CONCLUSION AND RECOMMENDATION:

City staff forwards Ordinance O-2223-4 to City Council for consideration and recommends adoption.

Ordinance No. O-2223-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

§ 1. That development applications including zoning ordinance amendments and requests for planned unit developments and simple planned unit developments implicate extremely impactful determinations by City Council, for the applicant owner as well as adjacent or surrounding property owners and City of Norman residents;

§ 2. That the Norman City Code, and in particular the Zoning Ordinance, sets reasonable requirements and procedures that encourage applicant owners and others to engage in efficient and fruitful discourse regarding the potential impacts of these types of development proposals;

§ 3. That, in certain situations, multiple postponements by applicants may place undue strain on non-applicant residents arguably impacted by the proposed development, which residents are themselves entitled to an efficient conclusion of such application;

§ 4. Whereas, the City Council has hereby established the need for a postponement policy concerning these applications, which policy accommodates the needs of the applicant and non-applicant residents of the City of Norman for both thoughtful and efficient conclusion of these applications.

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

§ 5. That Section 22:420 of the Code of the City of Norman shall read as follows:

SEC. 22:420 – PLANNED UNIT DEVELOPMENTS.

* * *

4. Application Procedures. The Planned Unit Development application procedure shall consist of three phases.

* * *

(b) Zoning application. After receiving written comments following the preapplication conference, the applicant may proceed in preparing a formal application for a Planned Unit

Development. The application shall consist of a simultaneous submission of a rezoning application, Preliminary Plat, and proposed Development Plan. The Preliminary Plat shall conform to all requirements contained in Chapter 19 of the Norman City Code, with the exception of certain design requirements regarding lot dimensions, setbacks, etc., that are specifically exempted or modified by provisions of this ordinance. In addition to the required Preliminary Plat, the Rezoning Application/Development Plan shall include at least the following information:

* * *

The Preliminary Development Plan will be reviewed by Staff and their recommendation shall be forwarded to the Planning Commission. A public hearing for the Preliminary Plat and Development Plan shall be set not later than the second regular meeting after filing, and shall be legally advertised as specified in the Zoning Ordinance. At the public hearing before the Planning Commission, the applicant and interested citizens will have the opportunity to discuss the merits of the Planned Unit Development proposal. The Planning Commission will assess the proposal in light of ordinance guidelines and will take action after weighing the recommendations of the Staff, the applicant's presentation, and the community's response. The Commission shall approve, recommend approval conditioned on specified modifications, or recommend disapproval of the Planned Unit Development proposal.

After the Preliminary Development Plan is reviewed by the Planning Commission, it will be forwarded to the City Council for their action. The City Council may grant, deny, defer for requested changes or information, or return the application to the Planning Commission for further study. Applicant-requested postponements shall be governed as set forth in Section 22:442.1(4)(d). The Council may direct the Planning Commission to reconsider specific aspects of the Preliminary Development Plan.

If the City Council approves the Preliminary Development Plan, it shall be in the form of an Ordinance which shall specify all conditions and schedules necessary to insure that the proposed Planned Unit Development is accomplished. The applicant is permitted to construct the Planned Unit Development in more than one phase or stage of construction. In such cases, the applicant shall clearly indicate on the site plan map the boundaries of each proposed phase. If the sequence of construction of various portions of the development is to occur in phases or stages, then the open space and/or recreational facilities should be developed or committed thereto in proportion to the number of dwelling units intended to be developed during any given stage of construction. Additionally, the applicant shall submit a schedule of construction for the project or for each phase within the project indicating the sequence of development according to residential type and other non-residential construction within the project.

* * *

§ 6. That Section 22:442.1 of the Code of the City of Norman shall read as follows:

SEC. 22:442.1 – AMENDMENTS.

* * *

4. Passage by the City Council.

(a) Every such proposed change in regulations, restrictions, and boundaries shall be referred to the City Planning Commission for public hearing, report, and recommendation. In case of a protest against such change, signed by the owners of twenty percent (20%) or more of the area of the lots included in such proposed change, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council; or (O-9394-19) 227 22:442.1

(b) In case of a protest against such change, signed by the owners of fifty percent (50%) or more of the area within a three hundred fifty (350) or larger foot radius of the exterior boundary of the subject property, such change shall not become effective except by the favorable vote of three-fourths (3/4) of all the members of the City Council. (O-9091-10; O-9394-19; O-0405-61)

(c) Whenever the owners of fifty-one percent (51%) of the land in any area shall present a petition duly signed and acknowledged requesting an amendment of the regulations prescribed for such area, it shall be the duty of the City Council to vote upon such amendment within ninety (90) days of the filing of same by the petitioners with the City Clerk. If any area is hereafter transferred to another district by amendment of district boundaries as provided in this section, buildings or premises existing at the time of passage of this Ordinance shall apply to buildings or premises existing in such transferred area at the time of passage of such amendment.

(d) Absent unique or extenuating circumstances, an application pursuant to this Section may be postponed one (1) time as a matter of right, to a date certain, upon request of the applicant and approval by City Council. Any further requests for postponement will be reviewed by City Council and is entirely subject to its discretion in approving or disapproving any such request by applicant. Protests addressed by subpart (b) above shall not affect the threshold for City Council approval respecting postponements pursuant to this sub-section.

* * *

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Ordinance No. O-2223-4

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 (“PLANNED UNIT DEVELOPMENTS”) AND SECTION 22:442.1 (“AMENDMENTS”), BOTH WITHIN CHAPTER 22 (“ZONING ORDINANCE”) OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2223-4

ITEM NO. 5

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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The proposed amendment adds subpart (d) to Section 22:442.1(4), which establishes that, when the application is before City Council for consideration, barring unique or extenuating circumstances, an applicant will generally be permitted one requested postponement. Any further postponements are a purely discretionary matter for City Council. City Council has always borne the authority to grant or deny postponements based upon its discretion; however, historically the City Council has often deferred to applicants when postponements were requested.

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Council's intention to scrutinize the request within the full bounds of its discretion, and afford less deference to the wishes of an applicant making the request.

In reviewing Section 22:420, addressing PUDs, City Staff determined the need to cross-reference the addition to Section 22:441.2, but no similar language appeared to be required in Section 22:420.05, concerning SPUDs.

CONCLUSION:

This policy was developed at the direction of the City Council Oversight Committee, has been reviewed and vetted by City Staff, and is forwarded to the Planning Commission for its review, comments and consideration.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 14, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of July, 2022.

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

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

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Liz McKown
Steven McDaniel
Erica Bird
Michael Jablonski

MEMBERS ABSENT

Kevan Parker
Doug McClure
Shaun Axton

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Roné Tromble, Recording Secretary
Beth Muckala, Asst. City Attorney
Jason Murphy, Stormwater Program
Manager
Todd McLellan, Development Engineer
Mitchell Richardson

* * *

Item No. 5, being:

O-2223-4 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-4: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 22:420 ("PLANNED UNIT DEVELOPMENTS") AND SECTION 22:442.1 ("AMENDMENTS"), BOTH WITHIN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN TO ESTABLISH A POSTPONEMENT POLICY CONCERNING CERTAIN DEVELOPMENT APPLICATIONS PRESENTED TO CITY COUNCIL FOR CONSIDERATION OR POSTPONEMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Annotated Ordinance No. O-2223-4

PRESENTATION BY STAFF:

1. Beth Muckala reviewed the staff report, a copy of which is filed with the minutes.
2. Mr. McDaniel asked if this is being added because this has been an issue. Ms. Muckala responded.
3. Ms. Bird asked if there is a definition of "unique and extenuating circumstances". Ms. Muckala responded.
Ms. Bird followed up with a question about the notification requirements. Ms. Muckala responded.
Ms. Bird asked about risk for standard of practice. Ms. Muckala responded.
4. Mr. McDaniel asked about the provision for postponement to a date certain. Ms. Muckala responded.

AUDIENCE PARTICIPATION:

1. Lee Hall, 648 S. Lahoma, spoke in support of the Ordinance.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Jablonski spoke in support of the Ordinance.
2. Ms. Bird commented on the ramifications of denial of an application.

Michael Jablonski moved to recommend adoption of Ordinance No. O-2223-4 to City Council. Steven McDaniel seconded the motion.

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

YEAS	Liz McKown, Steven McDaniel, Michael Jablonski, Erica Bird
NAYES	None
ABSENT:	Kevan Parker, Doug McClure, Shaun Axton

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2223-4 to City Council, passed by a vote of 4-0.

* * *

File Attachments for Item:

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

BOARD OF ADJUSTMENT

TERM: 08-09-22 TO 12-22-25: MICKY WEBB, WARD 6

PLANNING COMMISSION

TERM: 08-09-22 TO 11-01-24: CAMERON BREWER, WARD 4

TERM: 08-09-22 TO 11-01-23: JIM GRIFFITH, WARD 6



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

BOARD OF ADJUSTMENT

TERM: 08-09-22 TO 12-22-25: MICKY WEBB, WARD 6

PLANNING COMMISSION

TERM: 08-09-22 TO 11-01-24: CAMERON BREWER, WARD 4

TERM: 08-09-22 TO 11-01-23: JIM GRIFFITH, WARD 6

Micky Webb will replace Andrew Seamans who has resigned; Cameron Brewer will fill the unexpired vacancy left by Dave Boeck who has resigned; and Jim Griffith will fill the unexpired vacancy left by Erin Williford who has resigned.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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



office memorandum

Date: July 25, 2022

To: Darrell Pyle, City Manager

Through: Chris Mattingly, P.E., Director of Utilities *CM*

From: Nathan Madenwald, P.E., Utilities Engineer *NM*

Subject: Contract K-2021-10– Change Order No. 3
Project SA0012/SA0009 – HHW and CM Facilities

On January 12, 2021, the Norman Municipal Authority approved Contract K-2021-10 with Landmark Construction Group, LLC for the construction of Project SA0012/SA0009 – Household Hazardous Waste (HHW) and Container Maintenance (CM) Facilities in the amount of \$2,327,300.00. Change Order No. 1 in the amount of \$38,194.00 was approved on April 28, 2022. Change Order No. 2 in the amount of \$50,314.00 was approved by City Council on May 24, 2022. The project is essentially complete other than the items of work proposed within Change Order No. 3.

Change Order No. 3 is proposed in amount of \$13,398.00. This modification will include additional work for the contractor to unload and install new storage containers at the Household Hazardous Waste Facility and heat trace fire suppression piping within the Container Maintenance Facility paint bay. Funding for this change order will be as follows:

- Household Hazardous Waste Construction Account – SA0012-CONST (33999975-46101) - \$1,864.00. Available balance of \$22,354.82.
- Container Maintenance Construction Account - SA0009-CONST (33999975-46101) – \$11,534.00. Available balance of \$23,466.36.

For Change Order No. 3, pursuant to Resolution No. R-1112-55 since the change order is less than \$40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 3 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer
Bret Scovill, Sanitation Manager
Brenda Hall, City Clerk
File

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: June 15, 2022

CHANGE ORDER NO.: Three (3)

CONTRACT NO.: K-2021-10

PROJECT: SA0012/SA0009 - HHW and CM Facilities

CONTRACTOR: Landmark Construction Group, LLC
13301 N Sante Fe Ave, OKC, OK 73114

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	240	calendar days	\$2,327,300.00	
PREVIOUS CHANGE ORDERS:	105	calendar days	\$88,508.00	
THIS CHANGE ORDER:	180	calendar days	\$13,398.00	0.58%
REVISED AMOUNT:	525	calendar days	\$2,429,206.00	
ORIGINAL START DATE:	March 1, 2021			
ORIGINAL COMPLETION DATE:	October 27, 2021			
PREVIOUS COMPLETION DATE:	February 9, 2022			
NEW COMPLETION DATE:	August 8, 2022			

DESCRIPTION:	Increase / Decrease (\$)
Work at the Household Hazardous Waste Facility to set the storage containers procured under a separate bid and to provide a credit for an overhead door.	1,864.00
Addition of heat tracing to overhead fire suppression lines within the paint bay at the Container Maintenance Facility.	11,534.00
Landmark Construction Group, LLC agrees to complete the work as amended and modified by Change Order No. 3 as described above.	

SUBMITTED BY
CONTRACTOR:


Landmark Construction Group, LLC

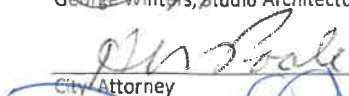
Date: 6-16-22

RECOMMENDED BY
ENGINEER:


George Winters, Studio Architecture

Date: 6/17/2022

APPROVED AS TO FORM
AND LEGALITY:


City Attorney

Date: 7/26/22

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:


City Manager

Date: 8-1-22

Change Order No. 3

Contract K-2021-10

Page 2 of 2


Attachment 1


CHANGE ORDER PAY ITEMS

NUMBER	DESCRIPTION	UNIT	CURRENT CONTRACT AMOUNT	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY INCREASE / DECREASE	COST INCREASE / DECREASE	PERCENT CHANGE
CO3-1	Storage Container Installation (PCO 28)	LS	0	\$0.00	\$0	1.00	\$5,864.00	N/A
CO3-2	Paint Bay Fire Suppression Heat Tracing	LS	0	\$0.00	\$0	1.00	\$11,534.00	N/A
CO3-3	Garage Door Credit	LS	0	\$0.00	\$0	1.00	-\$4,000.00	N/A
SUBTOTAL					\$0		\$13,398.00	
Original Contract Amount					\$2,327,300.00			
Change Order No. 1					\$38,194.00	1.64%		
Change Order No. 2					\$50,314.00	2.16%		
Change Order No. 3					\$13,398.00	0.58%		
Final Contract Amount					\$2,415,808.00			



Date: July 20, 2022

To: Darrel Pyle, City Manager
City of Norman 

From: Ricky Jackson, Deputy Chief
Norman Police Department 

Subject: Request to purchase Deploy Plus Data-driven Patrol
Workload Analysis and Scheduling Software

The Police Department is seeking your permission to purchase Deploy Plus, a police patrol staffing, scheduling, and deployment services software platform from Corona Solutions for \$30,450.

Funding for this project is being secured through the 2021 and 2022 Justice Assistance Grants and will be paid over the two year period.

Recent personnel and staffing trends show a reduction in available commissioned personnel. Deploy Plus relies on linking our records data (RMS) with our call information (CAD) to identify optimal times, days of the week, and areas where the department should consider deploying officers. The software summarizes the average time consumed per officer in different categories. Per-officer time can be projected into the future with varying schedules of patrol or staffing levels.

Please refer to the attached overview for more information and detail.

Attached is Corona Solution's Service Subscription Agreement for your review and signature.

Thank you in advance for your time and consideration of this matter.

RJ/lt

Reviewed by:

Tim Powers, Director of Information Technology

Approved 

Disapproved _____

office memorandum



CORONA SOLUTIONS

Deploy Plus Service Subscription Agreement

This Agreement made this 20th day of July, 2022 between Corona Software Inc., dba Corona Solutions, a Colorado corporation with offices at 4610 S Ulster Street, Suite 150, Denver, Colorado 80237 hereafter referred to as the Company and the City of Norman at 201 West Gray, Building B, Norman, Oklahoma 73069 thereafter referred to as the Client.

1 Description of Service

Deploy Plus, hereafter referred to as DP, is a subscription reporting service produced by Corona Solutions and delivered via email to the Client one time per subscription year.

2 Term of Service Subscription

The subscription to DP shall commence on the first date that current data is received by the Company from Client for processing and becomes available use in DP reports, and shall continue thereafter for a period of one year unless terminated earlier pursuant to Section 10 of this Agreement.

3 Privacy and Security

The Company shall use its best efforts to maintain the privacy and security of the Client's data, including the following:

- A. The Company shall maintain the data on a secure site, using a secure socket layer (SSL) to guard against unauthorized access.
- B. The Company shall limit access to the Client's data to those employees, contractors and other individuals associated with the Company who are necessary to provide DP to the Client.
- C. The Company shall make the Client's data available to any additional individuals specified by Client.
- D. The Company may, from time to time, at its sole discretion, implement additional security measures to maintain the privacy and security of the Client's data. The existence and configuration of these additional security measures comprise confidential information to the Company and will not be released to the Client or the public.
- E. The Company will not release any data, reports, graphs of data, or any other information relating to the Client, to any person or entity without the Client's prior written permission.

4 Mutual Indemnification

The Company agrees to defend, indemnify, and hold harmless the Client, its officials, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with Company acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and the Company shall pay for any

and all damages to Client's property and funds, or loss or theft of such property or funds, as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of the Client, its officials, and employees.

The Client agrees to defend, indemnify, and hold harmless Company, its officers, employees, and agents from all loss, cost, and expense, which shall include attorneys' fees and court costs, arising out of any loss or injury sustained by anyone in connection with the Client's acts, errors, or omissions, or any of those of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and shall pay for any and all damages to Company property and or loss or theft of such property or funds as well as any product or service, financial injury or technology-related injury. The Provisions of this Article do not apply to any damage or loss caused solely by the acts, errors, or omissions of Company, its officers, employees, or agents.

5 Liaison

The Client will designate in writing one Liaison person as the primary contact and one Liaison person as a secondary contact between the Client and the Company. The Liaison will be responsible for:

- A. Facilitating data transfer to the Company
- B. Managing additions/deletions to the list of authorized users
- C. Receiving statements from the Company
- D. Sending requests for service changes to the Company

6 Support

The Company agrees to provide Internet and telephone technical support to the Client while this Agreement is in effect between the Company and the Client. This technical support includes assisting the Client with difficulties encountered in the installation or operation of the Software.

7 Pricing and Payment Terms

The Client agrees to pay an annual subscription fee in advance for one (1) year of DP reports, delivered one time throughout the year, as set forth on Schedule A to this Agreement. Payment will be due within thirty (30) days of signing agreement.

The Client is responsible for any applicable taxes and/or fees.

8 Termination of DP Subscription

This Agreement may be terminated by either party by providing written notice thirty (30) days prior to termination to the other party subject to the following conditions:

- A. If there is a material breach of the terms of this Agreement by the Company, the Client may request that DP be terminated immediately. If such occurs, then the Company will refund any amounts paid by the Client for unused subscription pro-rated based on the date of termination. If the termination occurs while the Client is in arrears for payment of subscription services, then the Client will pay the company the amount necessary to bring the account current as of the date of termination.
- B. If there is a material breach of the terms of this Agreement by the Client, the Company may immediately terminate service to the Client and no more DP reports will be issued. In the event of such termination, the Client agrees to pay the Company as follows:

1. If the termination of the subscription to DP is within one year of the initiation of subscription by the Company to the Client, the Client agrees to pay the full amount of the annual fee as set forth on Schedule A to this Agreement.
2. If the termination of DP by the Company under this section is later than one year from the date the subscription commenced, the Client agrees to pay an amount equal to one month of Service to be determined by pro-rating the annual subscription amount.

9 Renewal

No later than forty-five (45) days prior to the termination of the first subscription term, the Company will provide to the Client a quote for the cost for retention of the subscription for the next year. If the Client chooses not to extend the subscription, the Client will provide written notice of its intent not to renew the subscription to DP to the Company no later than fifteen (15) days prior to the termination of the subscriptions. If the Company is so advised, then the subscription will terminate on the anniversary date or another date as agreed to by the Company and the Client, and all charges for and issues of the DP reports will cease.

10 Discontinuance of DP Subscription

If the Company decides to discontinue DP as a line of business, the Company will notify the Client as soon as practical, but in no case less than thirty (30) days prior to the cessation of service. As of the date of termination of DP under this section, the Company will refund any unused portion of the annual subscription fee to the Client. If DP reports are provided at any time during a calendar month, then the service will be considered to have been provided for the entire calendar month.

At the termination of all service to the Client, all of the Client's data will be deleted from the Company's active servers.

11 Copyright

The parties acknowledge that the DP reports, which are copyrighted, are the sole and exclusive production of the Company and constitutes a publication of the Company. The Client and associated agents agree not to sell, transfer, publish, disclose, or otherwise make the reports available to third parties claiming reports as their own production. The Client agrees to instruct the Client's employees of the Client's copyright obligations pursuant to this agreement. The Client shall take all steps to protect the copyright of the DP reports. The Client's obligation as to the copyright of the reports shall survive the termination of this Subscription Agreement.

12 Disclaimers

There are no warranties, claims, or representations made by the company, either express or implied, by statute or otherwise, with respect to the service as to quality, performance, merchantability, completeness, or fitness for a particular purpose, nor are there any warranties created by course of dealing, course of performance, or trade usage.

Some states or jurisdictions do not permit the disclaimer of implied warranties, so this disclaimer may not apply. In states or jurisdictions that prohibit disclaimer of implied warranties except as to duration, the implied warranty disclaimers in the paragraph are effective upon the expiration of ninety (90) days.

13 Counterparts and electronic signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Further, the Parties may execute this agreement via electronic or digital signature, which shall have the same force and effect as wet signatures.

14 Miscellaneous

This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed (i) to give either party the power to direct and control the day-to-day activities of the other, (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to re-negotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing and is signed by the party to be charged. The failure by either party to enforce any rights hereunder shall not be construed as a waiver of any rights of such party.

In the event of any arbitration or litigation being filed or instituted between the parties concerning this Agreement, the prevailing party will be entitled to receive from the other party or parties its attorneys' fees, witness fees, costs and expenses, court costs and other reasonable expenses, whether such controversy, claim or action is prosecuted to judgment or other form of relief.

If the performance of this Agreement or any obligations (other than payment obligations) hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties, the party so affected upon giving prompt notice to the other party shall be excused from such performance during such prevention, restriction or interference.

This Agreement shall be construed and interpreted under the laws of the State of Colorado and the United States of America, regardless of the choice of law rules therein.

Notice by any party under this Agreement shall be in writing and personally delivered or given by registered or certified mail, overnight courier, or email, addressed to the other party at its address given herein, or at any such other address as may be communicated to the notifying party in writing, including email, and shall be

deemed to have been received when delivered (in the case of overnight courier, personal service or email (as evidenced by a confirmation receipt or confirmation of receipt) or, three business days after deposit into the U.S. Mail (if sent by registered or certified mail).

SIGNED:

FOR THE COMPANY

Daniel R Harris, President
Daniel R Harris, President

Date: 7/20/2022

FOR THE CLIENT

[Signature]
CITY MANAGER DARRYL PYLE

Date: 7/19/22

**Schedule A
Payment Schedule**

Total

Invoiced upon agreement execution:

Partial First Year Deploy Plus Annual Subscription Fee	\$7,400.00
Partial Setup Fees (Installation, Strategic Staffing Workshop, Project Management)	<u>\$6,225.00</u>
Total	\$15,225.00

Invoiced on October 1st 2022:

Remaining First Year Deploy Plus Annual Subscription Fee	\$7,400.00
Remaining Setup Fees (Installation, Strategic Staffing Workshop, Project Management)	<u>\$6,225.00</u>
Total	\$15,225.00

Item 1: First year renewal based on total DP annual fee = \$14,800.00



5177 S Fraser Way
Aurora, CO 80015
720-685-9550

Sole Source Statement 11-Oct-2021

Corona Solutions' web application, *Deploy*, offers a unique utilization of a mathematical queuing model to patrol workload data with artificial intelligence algorithms specifically designed for patrol deployment, staffing, scheduling, shift loading, and roster building. It is also the only available solution that can project performance metrics resulting from the application of any patrol schedule pattern.

These functions are available exclusively through our *Deploy Plus* service and *Deploy* web application. Corona Solutions is the sole authorized provider in the United States and has not authorized any other parties to provide maintenance and support of our products. Consequently, Corona Solutions is the sole provider of maintenance and support for *Deploy Plus* and *Deploy*.

Additionally, Corona Solutions is the sole provider of the Softlynx™ software application, which automatically uploads data from a CAD database using the specific layout needed to feed the analyses by the aforementioned products.

Dan Harris, President
Corona Solutions



The City of **NORMAN**

201 West Gray, Bldg B • P.O. Box 370
Norman, Oklahoma 73069 • 73070

KEVIN FOSTER - CHIEF OF POLICE
Phone: 405-321-1600

Item 5.

July 12, 2022

Subject: Grant Award Modification (Award No. 15PBJA-21-GG-01749-JAGX)

To whom it may concern:

The Norman (Oklahoma) Police Department is requesting a Grant Award Modification (GAM) to our 2021 Justice Assistance Grant (Award No. 15PBJA-21-GG-01749-JAGX).

We would like to modify our current "Community Engagement and Public Relations" project to address our on-going critical staff concerns. The new project, which we are naming "Staffing/Workload/Re-districting Analytical Services," has evolved as recent personnel and staffing trends show a significant reduction in available commissioned personnel and there is no foreseeable relief. This project relies on linking our records data (RMS) with our call information (CAD) to identify optimal times, days of the week, and areas where the department should consider deploying officers. More details are available in the associated Program Narrative and Budget Detail Worksheet.

As we request this modification, it is important for us to make clear that this is a two-year request. Meaning, that we would like to move forward with the initial implementation of the project using current (2021) JAG funds. We will request the final funds through our 2022 JAG application. We do not know specifically how to make this two-part request. Any assistance is appreciated.

If you have any questions, please contact Standards Administrator John Stege. He can be reached at 405-366-5218 or by email at John.Stege@NormanOK.gov. I appreciate your consideration.

Sincerely,

Kevin Foster
Chief of Police

KF/dp

File Attachments for Item:

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$48,508.01 FOR THE PURCHASE OF A ZOLL X SERIES MONITOR/DEFIBRILLATOR AND ACCESSORIES FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 8/9/2022

REQUESTER: Justin Garrett, EMS Director

PRESENTER: Travis King, Fire Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$48,508.01 FOR THE PURCHASE OF A ZOLL X SERIES MONITOR/DEFIBRILLATOR AND ACCESSORIES FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Section 8-111 of the City Code requires that the City Council accept all donations received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the Norman Fire Department.

The Norman Fire Department is a member of the Cleveland County Public Safety Sales Tax Committee (CCPSST). The Cleveland County Public Safety Sales Tax has been created to supplement the budgets of emergency response providers in Cleveland County and help provide needed equipment for those departments.

DISCUSSION:

Norman Fire Department submitted a request for a ZOLL X Series Cardiac Monitor in the amount of \$48,508.01 on the July 12th agenda for the Cleveland County Public Safety Sales Tax meeting. This ZOLL X Series Monitor is the same version of the one that is currently being utilized by our EMS service (EMSStat). This monitor has the capabilities of recognizing an ST Elevated Myocardial Infarction (STEMI) and allowing the receiving hospital ample time to prepare the Catheterization Laboratory for the incoming patient. This monitor can also perform Defibrillation (if someone's heart has stopped), Transcutaneous Pacing (if the heart is beating too slow) and Synchronized Cardioversion (if the heart is beating too fast) procedures. After a presentation from the Norman Fire Department, the funds were approved unanimously by the Committee. Funds have been received by the City and we are authorized to purchase the item and then submit proof of purchase to the CCPSST Chair, George Mauldin.

RECOMMENDATION:

It is recommended that City Council accept the donation of \$48,508.01 and the money be deposited into Donations-Organizations (account 109-363373) and appropriated into Fire Suppression: Plant and Operating Equipment: Rescue (account 10664143-45114) for the purchase of one (1) ZOLL X Series Monitor for the Norman Fire Department.

File Attachments for Item:

7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR IMPROVEMENTS AT THE WESTWOOD GOLF COURSE AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$100,000 FROM THE NORMAN PARK FOUNDATION TO THE NORMAN MUNICIPAL AUTHORITY TO BE USED FOR IMPROVEMENTS AT THE WESTWOOD GOLF COURSE AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In 1972, Mr. Lionel Bentley was hired as an assistant Parks Superintendent, and over the years, Mr. Bentley rose to the position of Director of Parks and Recreation. In 1984, he left the Parks and Recreation Department and began a career in a private business running a sod farm.

DISCUSSION:

In the Fall of 2021, Mr. Bentley contacted the Norman Park Foundation regarding “giving back to the City.” Lionel Bentley wanted to deed his commercial property to the foundation, and a portion of the sale of the building be used towards improvements for the Westwood Golf Course. These improvements include bunker renovations, sod improvements, driving wall netting, retaining walls, and a Potential Hydrogen (pH) monitoring system for the Westwood irrigation pond.

On December 29, 2021, Lionel Bentley deeded the commercial property to the Norman Park Foundation. In March of 2022, Mr. Bentley passed away suddenly before he could be recognized for his generous donation. The property was sold in June of 2022.

RECOMMENDATION:

It is recommended that the Norman Municipal Authority and City accept the donation of \$100,000 from the Norman Park Foundation to be deposited into Donations - Organizations (299-363373). City staff further recommends appropriating those funds to Bldg Maint-Other Building Materials (29970231-43499) for various improvements at the Westwood Golf Course.

File Attachments for Item:

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2122-4: FOR LOT 12, BLOCK 5, ST. JAMES PARK ADDITION, SECTION 5, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3206 WATFORD COURT)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Beth Muckala, Assistant City Attorney

PRESENTER: Beth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2122-4: FOR LOT 12, BLOCK 5, ST. JAMES PARK ADDITION, SECTION 5, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (3206 WATFORD COURT)

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by property owner(s), Brookfield Custom Homes, LLC, requesting a Consent to Encroach into a drainage and utility easement at the above-described property.

DISCUSSION:

The application for the Consent to Encroachment concerns the encroachment upon a City of Norman and Norman Utilities Authority (NUA) drainage and utility easement for an existing home foundation. The owner(s) are requesting that the existing home foundation be allowed to encroach upon the existing drainage and utility easement located across the east side of the property.

A platted 10-foot drainage and utility easement exists along the east property line and will be encroached upon for the existing home foundation. This structure will encroach the easement by approximately 2.7-feet.

The applicants have obtained a response from Cox Communications and Oklahoma Natural Gas who indicated that they have facilities located in the easement however they are not opposed to the encroachment so long as the owner abides by the certain requirements as indicated in #6 - #8 below. AT&T Oklahoma and Oklahoma Electric Cooperative did not indicate that they have existing facilities in the easement and they are not opposed to the encroachment. The area is not serviced by Oklahoma Gas & Electric.

Staff has reviewed the application and the "hold harmless" clauses. From a legal perspective, it protects the City's and the NUA's concerns with respect to damage to the property owners' property should the City and the NUA or other authorized entity be required to perform work within its easement. There are some conditions applied to this Consent to Encroachment as listed below:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any foundation, structure, paving, curb, retaining wall, landscaping, and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any foundation, structure, paving, curb, retaining wall, landscaping, or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement area;
6. Cox Communications and Oklahoma Natural Gas do not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. AT&T Oklahoma and Oklahoma Electric Cooperative also do not object. The area is not serviced by Oklahoma Gas & Electric;
7. By encroaching on said easement, the Owner Parties release Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement area; and
8. Damages to Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The benefit to having the consent to encroach on file is that it is evidence of the property owners' understanding that, while the City and the NUA is allowing them to encroach upon the easement, the City and the NUA are not liable and will not be responsible for damage to the property owners' property in the event maintenance has to be performed within the easement.

All necessary City departments have responded on this item and have no objection to the proposed Consent Agreement and Covenant, with the conditions stated therein. Please note that this Consent Agreement and Covenant concerns only the City's consent to encroach where a project is otherwise permissible under City Code. Further evaluation will occur once such an application has been submitted by applicants relating to this project.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach, EN-2122-4, for Council consideration.

CONSENT AGREEMENT AND COVENANT

Consent to Encroachment No. EN-2122-4

WHEREAS, the City of Norman and the Norman Utilities Authority (NUA), Cleveland County, are in possession of a utility easement on the land described as follows, to-wit:

Lot 12, Block 5, St. James Park Addition, Section 5, City of Norman,
Cleveland County, Oklahoma (3206 Watford Court)

AND WHEREAS, the owner(s) of the above-described property requests that the existing home foundation be allowed to encroach upon an existing drainage and utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the existing home foundation being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said existing home foundation being within and upon the drainage and utility easement with the following conditions:

1. The property owner(s), and property owners' heirs, successors, or assigns (hereafter collectively the "Owner Parties") will be responsible for the cost to repair any damages to the City's utilities or infrastructure caused by any excavation, piercing or other construction activities conducted by the Owner Parties or their agents;
2. The Owner Parties will be required to apply for and receive any applicable permits prior to commencing work;
3. The Owner Parties will be responsible for the cost the City and the NUA incurs to remove any foundation, structure, paving, curb, retaining wall, landscaping and/or any other item if needed to maintain or repair NUA facilities;
4. The Owner Parties will be responsible for the cost to repair or replace any foundation, structure, paving, curb, retaining wall, landscaping, or any other item after such repair;
5. The Owner Parties will waive and release any claims against the City and the NUA for any damages to the residence and related improvements caused by failure or repair and maintenance of the City's and the NUA's utilities within the easement area;
6. Cox Communications and Oklahoma Gas & Electric do not oppose to the encroachment so long as Owner Parties contact OKIE811 location services prior to any work. AT&T Oklahoma and Oklahoma Electric Cooperative also do not object. The area is not serviced by Oklahoma Natural Gas;
7. By encroaching on said easement, the Owner Parties release Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric for any damages caused by any excavation by these utility companies for purposes of maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

8. Damages to Cox Communications, Oklahoma Natural Gas, AT&T Oklahoma, Oklahoma Electric Cooperative, and Oklahoma Gas & Electric facilities resultant from any current/future construction may carry possible financial charges to the Owner Parties.

The consent is limited to the existing home foundation as indicated in the application being located within the drainage and utility easement and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easement. Further, this Consent is given with the understanding that the Owner Parties are responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing drainage and utility easement as required at any time in the future.

The City and the NUA, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City and the NUA, or any other entity so authorized, upon said drainage and utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any drainage and/or utility located within the said easement.

This Consent carries with it obligations and benefits affecting the land, and constitutes a covenant running with the land, shall be binding upon the Owner Parties, and any heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this consent this 9th day of August, 2022.

THE CITY OF NORMAN, OKLAHOMA

ATTEST:

Mayor

City Clerk

OWNER

By: _____

Scott Humphreys, Manager
Brookfield Custom Homes, LLC

COUNTY OF CLEVELAND

)

) ss:

STATE OF OKLAHOMA

)

On this 3rd day of August, 2022, before me personally appeared Scott Humphreys, Manager, Brookfield Custom Homes, LLC, to me known to be the Owner Parties and the identical person(s) who executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires: 12/30/2023

My Commission Number: 19012807



DATE: June 21, 2022

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

FROM: Brenda Hall, City Clerk



SUBJECT: Request for Consent to Encroachment 2122-4 – 3206 Watford Court

I am in receipt of an encroachment request for permission to encroach on a utility easement located in Lot 12, Block 5, James Park Addition, Section 5, a/k/a 3206 Watford Court. The application fee has been paid. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item on August 9, 2022, and the information must be received in my office by August 1, 2022. If there is a problem in meeting that timeframe, please advise.

BH:smr
attachments



office memorandum

From: Daisy VanMeter <daisy@brookfieldcustomhomes.com>
Sent: Tuesday, June 21, 2022 4:21 PM
To: _City Clerk
Subject: EXTERNAL EMAIL : 3206 Watford Ct.- Encroachment process
Attachments: 2021 St. James 3206 Waford Ct-8.5x11.pdf

Good afternoon,

I have an issue with my foundation and being off 2'7" from what I permitted to build on my permit #21-00002000 and I'm seeking help in amending the application to allow this please. I've completed site work, plumbing, foundation, and flatwork. Very much like to obtain a variance for this project and push to completion. Attached is the land survey for 3206 Watford Ct.

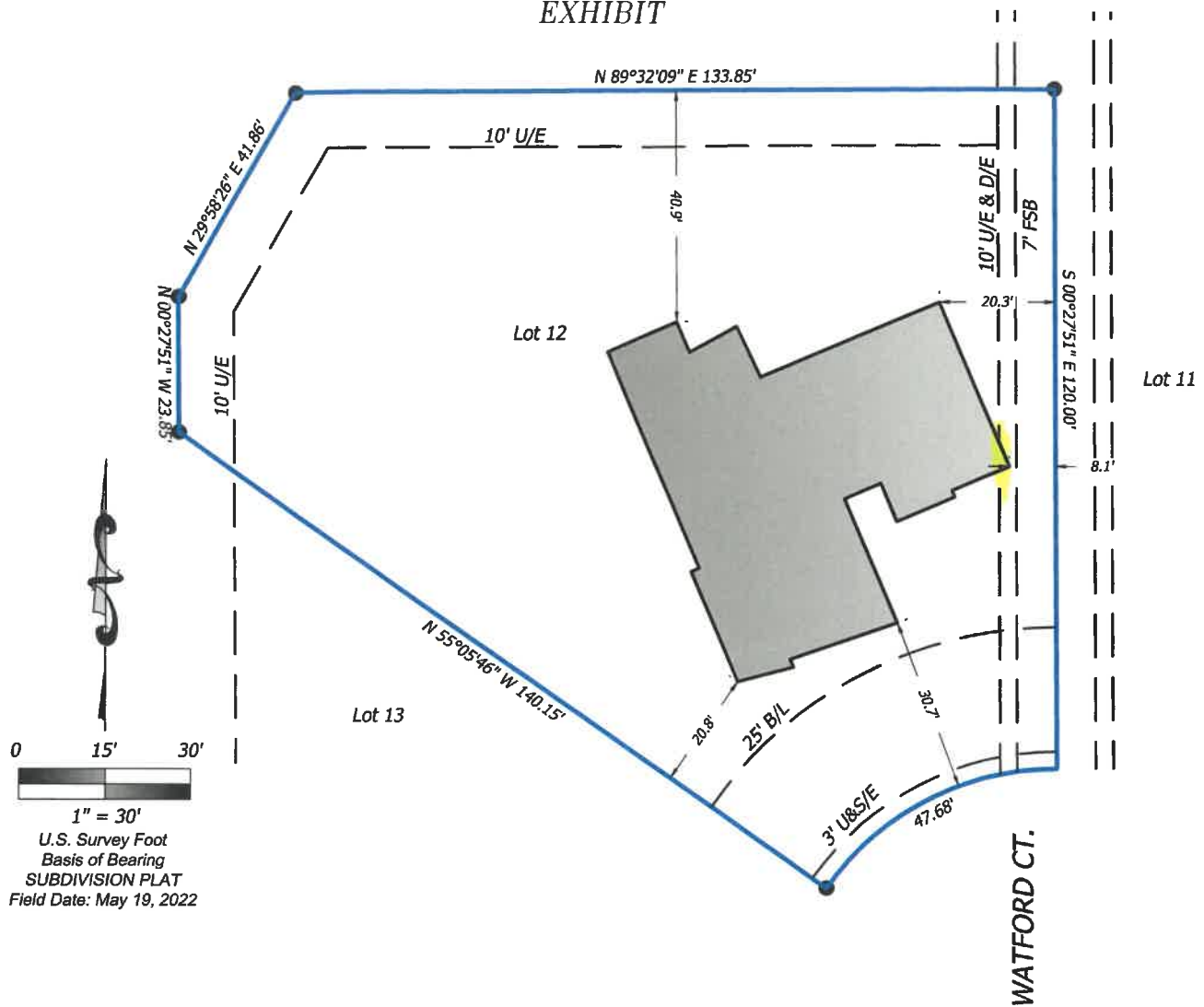
Please let me know if I am missing anything.

Thank you for your time,

Daisy VanMeter
Brookfield Custom Homes

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/21/22

EXHIBIT

**LEGAL DESCRIPTION**

LOT 12, BLOCK 5, ST. JAMES PARK SECTION 5, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERE.

Containing 16,252.48 Sq. Ft. or 0.3731 Acres, more or less.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 9th day of June, 2022.



Troy Dee
Troy Dee, PLS #1745
June 9, 2022

Prepared By

GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date = 6/30/2024
Telephone: (405) 802-7883 Email: troy@goldenls.com
Drafted by: TD GLS Job No.: 2021/Brookfield/St. James
Plot Date: June 9, 2022

Sheet 1 of 1



office memorandum

DATE: July 19, 2022

TO: Beth Muckala, Assistant City Attorney

FROM: Jane Hudson, Director of Planning and Community Development

SUBJECT: Consent to Encroach # 2122-4
Lot 12, Block 5
St. James Park Addition, Section 5
3206 Watford Court

Planning and Community Development Staff does not object to the foundation located within a 10' utility and drainage easement. Public Works/Engineering Staff will obtain responses from the utility companies. Utilities Department will respond to any City utilities located within the easement.

This request does not violate any building setback or coverage requirements within the Zoning Ordinance.

Since there are no zoning violations associated with the consent to encroach request, Planning Staff does not object to the request.

cc: Brenda Hall, City Clerk



Date: June 23, 2022

To: Brenda Hall, City Clerk

From: Rachel Croft, Staff Engineer *RC*

Subject: Consent to Encroach 2122-4
(3206 Watford Ct – Block 5, Lot 12, St. James Park Addition, Section 5)

Existing platted utility easements lie along all sides of the subject property, except the southwest side. The applicant is requesting encroachment into the east 10-foot utility and detention easement.

An existing 6-inch waterline is located on the south side of the property in the existing right-of-way and an 8-inch sanitary sewer line runs along the northwest side of the property within a 10-foot utility easement.

The Norman Utilities Authority (NUA) objects to all encroachments in utility easements. However, if the applicant agrees to the following requirements with consent document filed of record on the property for the duration that the encroachment is in place, NUA staff will not oppose a recommendation for approval:

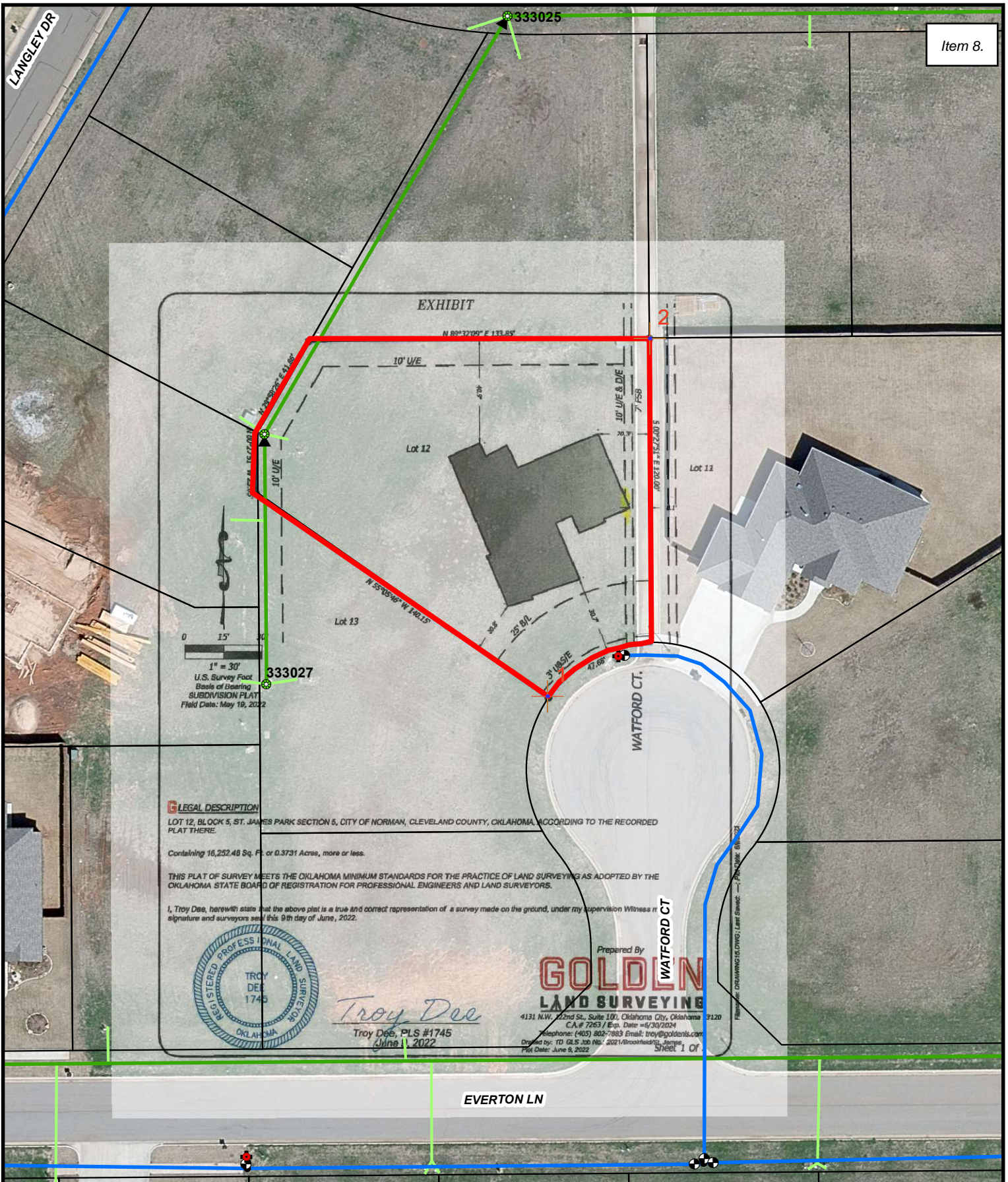
1. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the property owner or his agents.
2. The property owner will be responsible for the cost the City incurs to remove any improvements or structure if needed to maintain, repair, or install NUA facilities.
3. The property owner will be responsible for the cost to repair or replace any improvements or structure after such repairs.
4. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by failure or repair, maintenance, and installation of the City's utilities within the easement area.

Please advise if questions arise.

Attachments: Map of Water and Sewer Infrastructure and Proposed Encroachment
June 21, 2022 Consent to Encroachment No. 2122-4 Memo from City Clerk
As-Built for St. James Sec. 5 Addition – Sewer
As-Built for St. James Sec. 5 Addition – Water

cc: Ken Danner
Kathryn Walker
Beth Muckala
Sarah Encinias
Chris Mattingly
Nathan Madenwald
Utilities Folder

office memorandum



3206 Watforc Ct - Conccent to Encroach



Map Produced by the City of Norman
Geographic Information System.

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

0 25 50 100 Feet

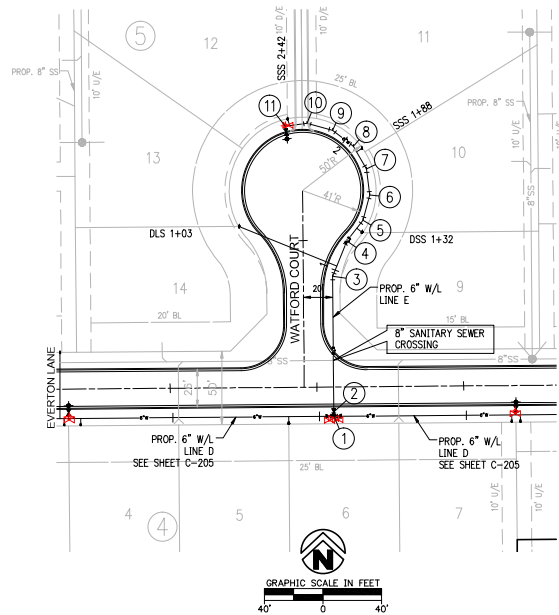
June 23, 2022



Legend

- + WHydrants
- WMains
- + SManholes
- SGravityMains

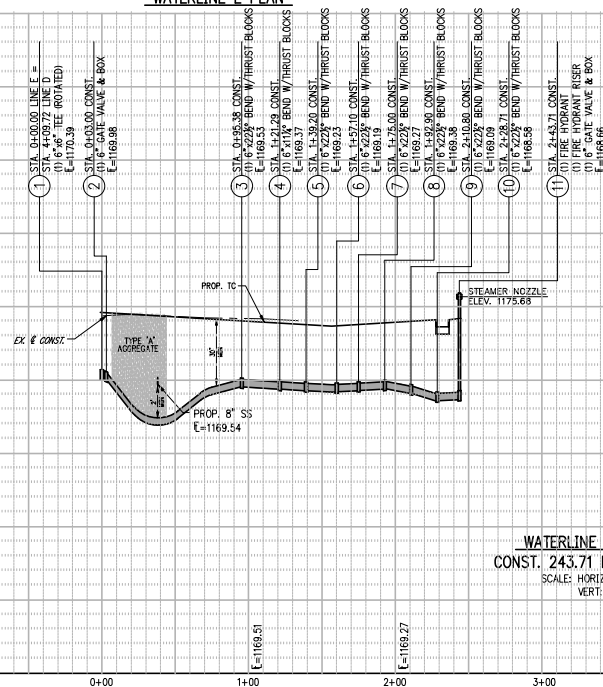
129



- 1 STA. 0+00.00 LINE E =
STA. 4+09.72 LINE D
(1) 6" 45° TEE (ROTATED)
E=1170.39
- 2 STA. 0+03.00 CONST.
(1) 6" GATE VALVE & BOX
E=1169.98
- 3 STA. 0+95.38 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.53
- 4 STA. 1+21.29 CONST.
(1) 6" 114° BEND W/THRUST BLOCKS
E=1168.37
- 5 STA. 1+39.20 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.23
- 6 STA. 1+57.10 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.19
- 7 STA. 1+75.00 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.27

- 8 STA. 1+92.90 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.38
- 9 STA. 2+10.80 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1169.09
- 10 STA. 2+28.71 CONST.
(1) 6" 225° BEND W/THRUST BLOCKS
E=1168.58
- 11 STA. 2+43.71 CONST.
(1) FIRE HYDRANT
(1) 6" GATE VALVE & BOX
E=1168.66

WATERLINE E PLAN

WATERLINE E PROFILE
CONST. 243.71 L.F. OF 6" W/LSCALE: HORIZ: 1" = 40'
VERT: 1" = 4'

NOTE:
WHERE FILL MATERIAL IS INDICATED SUCH MATERIAL SHALL BE PLACED AND COMPACTED IN SIX (6) INCH LIFTS FOR HAND-TAMPED EQUIPMENT AND THIRTY (30) INCH LIFTS FOR POWER-DRIVEN EQUIPMENT TO 95% STANDARD PROCTOR DENSITY PRIOR TO TRENCHING.

No.	Description	DATE
1	AS BUILT PLANS	06/02/2014

This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton Tull Associates, Inc., and is not to be used, in whole or in part, for any other project without the written authorization of Crafton Tull Associates, Inc.

PROJECT NO. 1706000
REVISION: 07/10/13
CONTRACT: R-11431
CITY: OKLAHOMA



office memorandum

DATE: July 7, 2022

TO: Beth Muckala, Assistant City Attorney

FROM: Ken Danner, Subdivision Development Manager *KD.*

SUBJECT: Consent to Encroach No. 2122-4
 Lot 12, Block 5,
 St. James Park Addition, Section 5
 3206 Watford Court

Public Works/Engineering staff does not oppose the corner of an existing foundation encroaching into a ten-foot (10') utility and drainage easement by 2.7'. There is four-feet (4') of drainage flume located within this 10' U/E and D/E. Although staff would prefer the entire ten-foot (10') in width of the easement if the flume was ever in need of repair, there should be room to reconstruct the flume. A small portion of the foundation encroaches the easement. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the easement. The City and /or utility companies should be held harmless in the course of maintaining their facilities if any are located within the utility and drainage easement. Attached are responses from the utility companies.

The seven-foot (7') SFB shown on the site plan is a seven-foot (7') fence setback from the property line.

If you have further questions, please feel free to contact me.

KD

Reviewed by: Jason Murphy, Stormwater Program Manager *7/7/22*

Reviewed by: Scott Sturtz, City Engineer *SS*

Reviewed by: Shawn O'Leary, Director of Public Works *SO*

cc: Brenda Hall, City Clerk
 Chris Mattingly, Director of Utilities



JUNE 24, 2022

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

RE: Applicant: Brookfield Custom Homes
Request to encroach into ten foot (10') drainage and utility easement
Location: 3206 Watford Court
Legal: Part of Lot 12, Block 5, St. James Park Addition
Encroachment No. 2122-4

Mr. Danner;

Oklahoma Gas and Electric Company (OG&E) has reviewed the request by the property owner at 3206 Watford Court in Norman.

Our records show we have no facilities in this utility easement. OG&E has no objection to granting the above requested encroachment.

If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-5174.

Sincerely,

A handwritten signature in blue ink, reading "Timothy J. Bailey".

Timothy J. Bailey
Right-Of-Way Agent



June 24, 2022

City of Norman
P.O. Box 370,
Norman, OK 73070

Attn: Jack Burdett

RE: Request for encroachment– 3206 Watford Court Norman, Ok

Cox Communications has no objection to the City of Norman granting a request of encroachment that will encroach in the right-of-way or public easement for the property located 3206 Watford Court Norman, Ok. Please be advised that Cox Communications does have an underground facility in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to email OKCROW@cox.com.

Sincerely,

Tara Eppler

Tara Eppler
Cox Communications
Land use Contactor
tara.eppler@cox.com

Cox Communications, Inc., 715 NE 122nd Street, Oklahoma City, Oklahoma 73114



5848 E 15th St
Tulsa, OK 74114
918-831-8371 oklahomanaturalgas.com

June 28, 2022

Ken Danner
3206 Watford Ct
Norman, OK 73071

RE: 3206 Watford Ct, Norman, OK 73071
Revocable Permit

Letter of No Objection

Dear Mr. Danner,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG") has no objection to the City of Norman granting a revocable permit to Ken Danner that will encroach the easement at 3206 Watford Ct, Norman, OK 73071. Please be advised that ONG has underground/aboveground facilities in the area. If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for exact location of our facilities. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Sincerely,

Marti Hill

Marti Hill
Project Designer III

Ken Danner

From: Wes White <wwhite@okcoop.org>
Sent: Wednesday, June 29, 2022 6:59 AM
To: Ken Danner
Cc: Jack Burdett
Subject: EXTERNAL EMAIL : RE: [External]Encroachment Request 2122-4 - 3206 Watford Court

Oklahoma Electric Cooperative has no objection to encroachment request 2122-4 – 3206 Watford Court. If you need anything else let me know.

Thanks,
 Wes

Wesley White

Manager of Field Design
 Oklahoma Electric Cooperative

o: 405.217.6617
 c: 405.306.9380
 wwhite@okcoop.org
 www.okcoop.org
 2520 Hemphill Dr | PO Box 1208
 Norman, OK 73070

From: Jack Burdett <Jack.Burdett@NormanOK.gov>
Sent: Thursday, June 23, 2022 11:23 AM
To: 'CILKE, CARRIE L' <cc3527@att.com>; 'pd7342@att.com' <pd7342@att.com>; 'mel.garner@cox.com' <mel.garner@cox.com>; 'CCI CEN - OKC ROW' <okcrow@cox.com>; Wes White <wwhite@okcoop.org>; baileyjtj@oge.com; 'Hill, Marti L.' <Marti.Hill@onegas.com>; drew.nixon@onegas.com
Cc: Ken Danner <Ken.Danner@NormanOK.gov>
Subject: [External]Encroachment Request 2122-4 - 3206 Watford Court

[EXTERNAL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

All,
 Please contact Ken Danner regarding the attached request for a consent to encroach with your approval or disapproval. Ken's email address is ken.danner@normanok.gov or call him at 366-5458. Please copy me with your response.

Thank you.

Jack Burdett

Subdivision Development Coordinator
 Public Works Dept., Engineering Div.

City of Norman

P.O. Box 370, Norman, OK 73070
 Phone: (405) 366-5457 Fax: (405) 366-5418
 Email: Jack.Burdett@NormanOk.gov

Ken Danner

From: LATHROP, SIMON P <sl4915@att.com>
Sent: Wednesday, July 06, 2022 2:14 PM
To: Ken Danner; Jack Burdett
Cc: CILKE, CARRIE L
Subject: EXTERNAL EMAIL : FW: Encroachment Request 2122-4 - 3206 Watford Court
Attachments: Encroachment Request 2122-4 - 3206 Watford Court.pdf

Ken / Jack,

AT&T has no problem with this request....

Simon Lathrop

Mgr. OSP Planning & Engineering Design
 AT&T OKLAHOMA
 405-338-5406
sl4915@att.com

From: CILKE, CARRIE L <cc3527@att.com>
Sent: Monday, June 27, 2022 3:50 PM
To: LATHROP, SIMON P <sl4915@att.com>
Subject: FW: Encroachment Request 2122-4 - 3206 Watford Court

Hi Simon,

Please see the attached request to encroach upon a Utility Easement located in Lot 12, Block 5 in James Park Addition, Section 5 a/k/a at 3206 Watford Court, Norman, OK.

Can you please email Ken Danner at ken.danner@normanok.gov and CC Jack Burdett at Jack.Burdett@normanok.gov with your approval or denial by August 1st, 2022.

Thanks!

Carrie Cilke

Manager ROW (KC Metro KS, MO & OK)
 2121 E 63rd Street
 Building C, Room C1NE6
 Kansas City, MO 64130
 (816) 772-0465



From: Jack Burdett <Jack.Burdett@normanok.gov>
Sent: Thursday, June 23, 2022 11:23 AM

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. SEVEN TO CONTRACT K-1516-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG P.C. INCREASING THE CONTRACT BY \$70,000 FOR A REVISED CONTRACT AMOUNT OF \$4,701,588.14 TO PROVIDE PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE MUNICIPAL COMPLEX RENOVATIONS, PHASE III, BUILDING C.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 9, 2022

REQUESTER: Brenda Hall

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. SEVEN TO CONTRACT K-1516-110: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND ADG P.C. INCREASING THE CONTRACT BY \$70,000 FOR A REVISED CONTRACT AMOUNT OF \$4,701,588.14 TO PROVIDE PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE MUNICIPAL COMPLEX RENOVATIONS, PHASE III, BUILDING C.

BACKGROUND:

On February 23, 2016, City Council approved Contract K-1516-110 with ADG, P.C. (ADG) in an amount not-to-exceed \$1,747,644.14 to provide services including: facility assessment; planning and programming; architectural and engineering plan review; design and construction coordination; and construction observation for certain NORMAN FORWARD construction projects. Specifically, the Central Library, East Branch Library, Westwood Aquatic Center, Indoor Soccer Facility, Senior Citizen Center, Indoor Multi-Sport Facility, and Indoor Aquatic Facility.

Amendment No. One to Contract K-1516-110, increasing the contract amount by \$130,037 for a revised contract amount of \$1,877,681.14, was approved by City Council on June 27, 2017, which added additional program management services for Reaves Park, Griffin Park, and the Westwood Indoor Tennis Facility.

Amendment No. Two to Contract K-1516-110 increasing the contract amount by \$1,411,727 for a revised contract amount of \$3,289,408.14 was approved by City Council on February 26, 2019, and included additional program management services for Ruby Grant Park, the Park Maintenance Building, and the Adult Softball and Football Complex.

Amendment No. Three to Contract K-1516-110 increasing the contract amount by \$263,000 for a revised contract amount of \$3,552,408.14 was approved by City Council on March 24, 2020, and included additional program management services for the Municipal Complex Renovation project.

Amendment No. Four to Contract K-1516-110 increasing the contract amount by \$157,180 for a revised contract amount of \$ 3,709,588.14 was approved by Council on September 8, 2020 and included Construction Phase Services for the North Base Complex, Phase 1.

Amendment No. Five to Contract K-1516-110 increasing the contract amount by \$481,500 for a revised contract amount of \$4,191,088.14 was approved by Council on July 13, 2021 and included furniture, fixtures and equipment (FF&E) services for the Municipal Complex, and the North Base Maintenance Complex for Transit as well as expanded program management services related to scope modifications for the Indoor Multi-Sport and Aquatic Facility, the Senior Citizens Wellness Center, and the Park Maintenance Facility.

Amendment No. Six to Contract K-1516-110 increasing the contract amount by \$440,500 was approved by Council on October 22, 2021 to add Program Management Services for the Emergency Communications and Operations Center.

DISCUSSION:

Amendment No. Seven to Contract K-1516-110 is proposed to add Program Management Services for the Municipal Complex Renovations, Phase III, Building C. Services include construction documents and cost-estimate review, bid/construction phase services, FF&E inventory for Building C, construction phase services, and close-out post-construction services. The proposed fee for these services is \$70,000, which is in line with previously accepted proposals from ADG under this contract.

Funds in the amount of \$70,000 are available in the Capital Fund, Project BP0045, Municipal Complex Renovations, Phase III, Building C Design (50196644-46201).

RECOMMENDATION:

Staff recommends approval of Amendment 7 to Contract K-1516-110.

K-1516-110
Amendment No. 7

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
AMENDMENT NO. 7**

This Amendment No. 7 to Contract K-1516-110 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter referred to as the "City"), the Norman Municipal Authority and ADG P.C., (hereinafter referred to as the "Program Manager").

WITNESSETH:

WHEREAS, the parties entered into Contract K-1516-110 on February 23, 2016 for the purpose of providing a variety of services including but not limited to facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination and construction observation services for certain upcoming City construction projects ("Program Management Services"); and

WHEREAS, the parties executed Amendment No. 1 to K-1516-110 on June 27, 2017, which added projects and costs in the amount of \$130,037 relating to Reaves Park, Griffin Park, and the Westwood Tennis and extended the contract for an additional 36 months to cover the added projects.

WHEREAS, the parties executed Amendment No. 2 to K-1516-110 in the amount of \$1,411,727 on February 26, 2019, after evaluation of the current status of the projects originally included in Contract K-1516-110 and Amendment No. 1 thereto, as well as future Norman Forward needs for the City, and the desire to extend the Program Manager's provision of Program Management Services for 36 additional months for a new list of projects, including some already within K-1516-110 and as well as Ruby Grant Park, Park Maintenance Building, and the Adult Softball and Football Complex.

WHEREAS, the parties executed Amendment No. 3 to K-1516-110, in the amount of \$263,000 on March 24, 2020, adding buildings included in the Municipal Complex Renovations that will be funded in part by General Obligation Bonds, which will be issued by the Norman Municipal Authority, thus necessitating the addition of the Norman Municipal Authority to this contract as a party thereof.

WHEREAS, the parties executed Amendment No. 4 to K-1516-110, in the amount of \$157,180 on September 8, 2020, adding Construction Phase Services for the North Base Complex, Phase 1 Project including the Fleet/Transit Maintenance Facility and Parks Maintenance Facility) to the scope of projects receiving program management services.

WHEREAS, the parties executed Amendment No. 5 to K-1516-110 to add Existing Furniture FF&E Services to assess and document existing furniture to verify existing furniture location / quantity / condition / description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans of the new Norman Municipal Complex Development Center; to increase Program Management Services fees in connection with the increased project scopes for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, and Senior Wellness Center; and to add FF&E Design

K-1516-110
Amendment No. 7

and Procurement Services for the Indoor Aquatics Facility, Indoor Multi-Sport Facility, Senior Wellness Center and North Base Complex Fleet/Transit Maintenance Facility.

WHEREAS, the parties executed Amendment No. 6 K-1516-110 to add Program Management Services and FF&E Design and Procurement Services for the Emergency Communications & Operations Center; and

WHEREAS, the parties desire to amend K-1516-110 to add Program Management Services for the Municipal Complex Renovations (Phase III, Building C).

NOW, THEREFORE, the parties desire to amend Contract No. K-1516-110 as follows:

Substitution of Exhibits A, B and C:

Exhibits A, and B to Contract K-1516-110, originally approved February 23, 2016, amended September 8, 2020, and replaced with Amendment No. 6 shall be removed by agreement of the parties and fully replaced with Exhibits A and B attached hereto. Exhibit C4 attached hereto shall be added to Exhibits C, C2, and C3.

All other terms of Contract K-1516-110 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the PROGRAM MANAGER have executed this Agreement.

DATED this _____ day of _____, 2022.

CITY OF NORMAN, OKLAHOMA
("City")

By: _____
Mayor Larry Heikkla

ATTEST:

By: _____
Brenda Hall, City Clerk

NORMAN MUNICIPAL AUTHORITY
("NMA")

By: _____
Chairman Larry Heikkla

ATTEST:

By: _____
Brenda Hall, Secretary

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

City Attorney

K-1516-110
Amendment No. 7

ADG P.C.

("Program Manager")

By: _____

Name: _____

Title: _____

[Signature]
JASON COTTON
VICE PRESIDENT

ATTEST:

By: _____

Title: _____

[Signature]
Office Coordinator



EXHIBIT A BASIC SERVICES

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES

- Central Library
- Reaves Park
- Griffin Park
- Westwood Tennis Enclosure
- Senior Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Facility
- Ruby Grant
- Parks and Recreation Maintenance Facility
- Softball & Football Complex
- Municipal Complex Renovations (Phase I and II: 2008 Bond Authorization)
- North Base Maintenance Complex
- Emergency Communications and Operations Center (ECOC)
- **Municipal Complex Renovations (Phase III: Building C)**

A. Program Management Services

- a. **Weekly Oversight**
- b. **Budget Management** – review the overall program budget items and issues with the City as appropriate or as requested during the program schedule.
- c. **Schedule Management** – review overall program schedule items and issues with the City as appropriate during the program timeline and report findings as necessary or as requested by the City.
- d. **Contract Review, as required**
- e. **Monthly Reporting** – prepare an overall program progress report monthly identifying status, various Project issues, program schedule status and issues, and program budget status and issues for review with the City.

B. Pre-Design Phase Services

- a. **Outreach**
 1. **Prepare, Attend and Document Public Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document specific Project meetings with the public so the City's interests are addressed and the City has a record of the Public's feedback. This effort includes developing Action Items to be completed, documenting of information needed to prepare for the next public meeting, and documentation showing how the City has addressed public concerns.
 - b. **Ongoing Outreach Activities:** This effort includes addressing Project-specific issues and concerns, working with the City to develop Project specific outreach strategies and implementation, and providing ongoing counsel to the City about Project specific outreach status, schedule and public perception.

- c. **Report at City Council Meetings:** This effort includes preparing for, attending, presenting, and documenting Project status, issues, and recommendations to the Norman City Council.
- d. **Programming**
 - i. **Attend and Document Stakeholder Meetings:** As the City's Program Manager, ADG will prepare for, attend, and document meetings with Project Stakeholders so the City's interests are addressed and the City has a record of the Stakeholders' feedback. This effort includes developing Action Items to be completed by all team members including the City's consultants in charge of Project design and construction as necessary.
- e. **Review Project Requirements:** ADG will assist in the development and or review of the City's Project requirements. The Project Requirements form the basis for the development of the Project and include the needs and criteria the design team is to follow during the development of the Project documents.
- f. **Review Space Program:** ADG will assist in the development and or review the Space Program for the Project. The space program is a mathematical model outlining each space's intended use and the required square footage necessary to meet the user(s)' needs and the City's Project Requirements.
- g. **Review Project Schedule and Budget:** ADG will review the design team's development schedule and budget for readily observable errors and omissions. Additionally, ADG will review the schedule and budget based on construction techniques and costs common to the Norman area.
- h. **Review RFQ and RFP:** ADG will assist in the development and or review of RFQs and RFPs for design services as appropriate for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified consultants.
 - i. **Incorporate into the Overall Implementation Plan:** ADG will analyze, review, and incorporate the Project's specifics into the overall Program Schedule then update this information for the period of performance of the contract.

C. Construction Document and Cost-Estimate Review

- a. **Construction Document Review:** ADG will review the City's consultants' submittals on behalf of the City reviewing the consultants' documents for readably observable omissions, code issues, ADA issues, etc. ADG will also review the documents to make sure the consultants are picking up specific items the City wants addressed as discussed in meetings and reviews with the consultants'; Action Item follow up. Additionally, ADG will review the documents for constructability noting issues and concerns from a contractor's point of view.
 - i. **Cost Estimate Reviews:** ADG will review the consultant's cost estimate at each submittal. ADG will apply known current local market cost information to the consultant's quantities as a check to the Project budget.
 - ii. **Other Items:** A value review will be completed at the end of each review, ADG will assemble comments and suggestions from the review team to identify areas where better value may exist by using different manufacturers/materials and/or different construction techniques. LEED Review and Consultant invoice review will also be completed by ADG on an as-needed basis.

D. Bid/Construction Phase Services

- a. **Review RFQ and RFP:** ADG will assist in the development and or review RFQs and RFPs for construction services as appropriate for the Project. RFQs and RFPs are the basis for complete and quality work provided by qualified contractors.
- b. **RFI and Change Order Assistance:** when requested, ADG will review RFI's and Change Orders requiring assessment by the City.

- i. **Monitor Progress and Pay Application Review:** ADG will attend weekly construction meetings conducted by the Contractor. ADG will review Project progress to determine in general if the Work is being completed in conformance with the Contract Documents. ADG will document field observations at each site visit in order to determine in general if Pay Applications are representative of the Work performed for the specified period.
- ii. **Punchlist Preparation and Review:** ADG will review a Punchlist prepared by the Contractor for Substantial Completion and back-check the Punchlist items as they are completed. Program Manager will add to and supplement the Contractor's Punchlist as required.
- iii. **Prepare Monthly Report:** ADG will prepare a progress report monthly identifying the status of the Project, the Project schedule, and the Project budget for review with the City.

E. Furniture, Fixtures, & Equipment (FF&E) Services

- a. ADG's Basic Services consist of those described below. Services not included below are Supplemental or Additional Services.
 - i. Fees associated with FF&E Services have been itemized on a per-project basis in Exhibit C, C1, C2, C3 and C4. Absence of an itemized FF&E fee for a specific project within the program is indicative of FF&E Services being excluded from the Scope of Basic Services.
- b. ADG shall coordinate its services with those services provided by the Owner. ADG shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. ADG shall provide prompt written notice to the Owner if ADG becomes aware of any error, omission, or inconsistency in such services or information.
- c. As soon as practicable after the date of this Agreement, ADG shall submit for the Owner's approval a schedule for the performance of ADG's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by ADG or Owner. With the Owner's approval, ADG shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.
- d. **Schematic Design Phase Services**
 - i. ADG shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to ADG's services.
 - ii. ADG shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.
 - i. Based on the Owner's approval of the program, ADG shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.
 - ii. ADG shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as an additional service.
 - iii. ADG shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.
 - iv. ADG shall submit to the Owner an estimate of the Cost of the Work for FF&E.

- v. ADG shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

e. Design Development Phase Services

- i. Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, ADG shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.
- ii. ADG shall update the estimate the Cost of the Work for FF&E.
- iii. ADG shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

f. Furniture, Fixtures, & Equipment - Documents Phase Services

- i. Based on the Owner's approval of the Design Development Documents, ADG shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and ADG acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which ADG shall review.
- ii. ADG shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.
- iii. ADG shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, and request the Owner's approval.

g. Furniture, Fixtures, & Equipment – Procurement Phase Services

- i. Following the Owner's approval of the FF&E Documents, ADG shall assist the Owner in establishing a list of prospective vendors for FF&E.
- ii. ADG shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.
- iii. ADG shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.
- iv. ADG shall assist the Owner in reviewing quotations. ADG shall assist the Owner in awarding contracts for vendors.

h. Furniture, Fixtures, & Equipment – Contract Administration Phase Services

- i. Assistance with coordinating schedules for fabrication, delivery, and installation of the Work. ADG will not be responsible for failure of a Vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
- ii. Review and approval, or other appropriate action, of Vendor submittals such as Shop Drawings, Product Data, and Samples – but only for the limited purpose of checking for

conformance with the information given and the design concept expressed in the Contract Documents.

- iii. As the buyer of goods, the Owner shall receive, inspect, and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed. ADG will not act as the Owner's agent in contractual matters.
- iv. ADG shall review final placement and inspect for damage, quality, assembly, and function in order to determine that furniture, furnishings, and equipment are in accordance with the requirements of the Contract Documents. ADG may recommend to the Owner acceptance or rejection of furniture, furnishings, and equipment.
- v. ADG shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. ADG shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

F. Davis Bacon Compliance Administration – North Base Maintenance Complex, and ECOC.

- a. Included in the scope of this task will be to serve as the City's designated representative to ensure all responsibilities of the assistance recipient are met. These requirements are below.
- b. **Wage Determinations:** ADG will obtain all necessary wage determinations from the Wage Determination website at <https://beta.SAM.gov> as directed by the Department of Labor. Wage determinations will be updated throughout the project based on Department of Labor Guidance.
- c. **Bid/Contract Documents:** ADG will assemble wage determination and labor provision documents as required by the Department of Labor and provide them in digital form to the City for further distribution to the City's General Contractor and the General Contractor's sub-contractors.
- d. **Notices and Posters:** ADG will ensure the "Employee Rights Under the Davis-Bacon Act" poster as well as applicable wage determination information is located in a prominent and accessible location easily seen by employees.
- e. **Debarred Companies:** ADG will search all contractors through the Office of Federal Contract Compliance Programs Debarred Companies tool at www.sam.gov/SAM/ to ensure no contracts are awarded to ineligible contractors.
- f. **Certified Payrolls:** ADG will spot check weekly certified payrolls received by the City from the General Contractor. It is anticipated that these reviews will focus on DBRA compliance and that certified payrolls received by the City will be accompanied by Federal Form WH-347. Following our review, ADG will submit written documentation to the City indicating whether the certified payroll is in fact in compliance with current DBRA requirements. It is anticipated that this documentation will largely be for City of Norman's files in the event that an audit is conducted by the FTA at a later date. It is anticipated that the Contractor (or payment supervisor) will provide a signed Statement of Compliance with each certified payroll submittal. ADG will support the City in periodically submitting assurance to the Sponsored Projects Office (SPO) certifying that Davis-Bacon has been satisfied for each week employees are paid.
- g. **Sole Source Contracts:** In the event of a sole source contract, ADG will ensure the proper wage determinations are included in the contract as well as all labor standards that apply.

- h. **On-Site Interviews:** ADG will conduct regular, half-day, on-site interviews with laborers and mechanics of contractors and sub-contractors using Standard Form 1445 to validate and test payroll data. ADG will interview at least one person from every contractor and subcontractor company on the job site. At least one interview will be completed within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. A final interview round will be completed near substantial completion of the project while workers are still on site. In the event that a contractor or sub-contractor is anticipated to be at risk for violating prevailing wage requirements and/or there is a complaint, ADG will increase the frequency to half-day, monthly, targeted on-site interviews to ensure laborers and mechanics are being paid the correct wage rates and fringe rates in accordance with the most recent wage determinations. All interview forms will be provided by ADG in digital form for the City's records.
- i. **Periodic Apprentices and Trainees Review:** During on-site interviews, ADG will ensure all contractor and sub-contractor apprentices and trainees are either (1) registered with one of the approved apprenticeship program agencies, or (2) qualifies as a person in the first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been properly certified to be eligible for probationary employment as an apprentice. In addition, ADG will ensure apprentices and trainees are making the proper wage rate specified by the particular program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination, and that they are utilized at the job site per the ratio of journeymen permitted under the approved program.
- j. **Report Potential Violations:** ADG will notify the City of Norman immediately of any potential Davis-Bacon violations with documentation to report to the EPA Davis-Bacon contact and DOL Wages and Hours District Office of Oklahoma.
- k. **Maintain Full Documentation:** ADG will provide the City all files related to the project on an on-going basis as well as two copies of a complete master file after the project is completed, packaged on either a CD or hard drive for the City's records. Guidance from DOL indicates that records provided by ADG should be kept on file by the City of Norman for no less than 3-years following the completion of the project.
- l. **Check DBE Subs:** In cases where the Contractor includes any Disadvantaged Business Entity (DBE) sub-contractors, ADG will verify during on-site interviews that the DBE sub-contractor is present on the site and is properly identified in the payroll.
- m. **Prompt Payment:** ADG will do a periodic review to ensure the General Contractor is paying all sub-contractors in a reasonable and timely manner.

G. Construction Phase Services – North Base Maintenance Complex, and ECOC.

- a. Included in the scope of this task will be the general coordination and correspondence with the City of Norman, the General Contractor (GC) or Construction Manager (CM) and the Architect until such time that an NTP has been issued by the City to the GC or CM. Once the noted NTP has been issued and construction activities have started, the following activities below will be completed by ADG.
- b. **Weekly Site Visits:** ADG will make a total of two (2) site visits each week. It is anticipated that these site visits will be no more than a half-day in length and will include general construction observation for conformance with the Construction Documents. Photo documentation of current construction activities and the general status of the project will be made with each visit. One (1) visit each week will be completed immediately before or immediately after the weekly OAC meeting for the project. Attendance at the weekly OAC meeting will be included in the scope of this task.
- c. **Monitor Owner's Consultants:** ADG will monitor consultant activities on a weekly basis. This effort will include tracking the status of specific construction-related action items (RFIs, ASIs, Submittals, etc.) to ensure Consultants retained by the Owner are completing activities in a diligent and efficient manner.

- d. **Weekly Field Reports:** ADG will provide a weekly field report that includes a narrative speaking to Work Observed, Items Discussed and Deficiencies Noted. In addition, photo documentation of the status of construction during these visits will be provided. Reports will be submitted to the City for further distribution as appropriate.
 - e. **Monthly GC / CM Pay Application Review:** ADG will review Monthly Pay Applications prepared by the GC / CM to confirm the noted application correctly reflects the work completed by the GC / CM to date. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.
 - f. **Monthly/Weekly Schedule Review:** Schedules provided by the GC / CM will be reviewed to confirm that current tasks, phases, and activities are tracking correctly to complete the project on time. ADG will identify for the City any future tasks, phases, or activities which ADG believes may be of issue or effect the anticipated completion date of the project. It is anticipated that the rhythm of this review will coincide with the frequency at which the GC / CM issues the project schedule.
 - g. **Review of PCOs and Change Orders:** ADG will review PCOs and Change Orders issued by the GC / CM to the Owner. The goal of this review will be to ensure changes to the construction contract are warranted and cost-appropriate. Notes and comments will be added as appropriate and forwarded on to the City for review and consideration.
 - h. **Monitor Submittal and RFI process:** To ensure that the Consultant team and GC / CM are properly assisting each other in the documentation of construction activities, ADG will monitor the submittal and RFI process. This effort will include weekly review of the GC's / CM's RFI and Submittal logs to check for items which may be overdue. Follow-up conversations and correspondence with the Consultant team and/or GC / CM will be completed by ADG as appropriate.
 - i. **Review of Proposed Construction Changes:** In the event that changes to the scope or nature of construction is proposed by either the Design Team or the GC / CM, ADG will review the proposed changes and provide input and recommendations to the City of Norman for consideration.
- H. Close-Out and Post-Construction Services – North Base Maintenance Complex, ECOC, and Municipal Complex (Phase III: Building C)**
- a. As construction nears completion, ADG will support the City by assisting the project team with close-out and post-construction services. Included in the scope of this task will be ADG's attendance at pre-final and final walk throughs. ADG will monitor the completion of punch list items identified by the design team and will communicate punch list status to the City as appropriate. It is also anticipated that the GC and/or their sub-contractors will be providing some level of systems training at the completion of the project. ADG will monitor this effort to ensure adequate training and information is provided to the City on all pertinent building systems. ADG will also monitor the submittal of all close-out documents including manuals, warranties, and other related materials to the Owner by the GC / CM and vendors involved in the project.
- I. Existing Furniture FF&E Services**
- a. ADG's Basic Services for Existing FF&E Inventory consist of those described below. Services not included below are Supplemental or Additional Services.
 - b. Included in the scope of this task is to assess and document existing furniture (at the locations listed below) to verify existing furniture location/quantity/condition/description, analysis of the existing furniture and recommendations for relocation, and placement of that furniture on the floor plans. It is understood that the scope of work at the City of Norman Campus to include furniture and movable storage (office equipment excluded) in the following areas:
 - i. Building A

ii. Building B

1. Limited to Municipal Court on the main floor
2. Police Department on the main floor and Basement are not included in this project scope.

iii. Building C

1. The following rooms will be inventoried, but will not have existing furniture items relocated:
 - a. West Conference Room
 - b. Computer Training Lab
 - c. HR Storage / ID Photo Area
 - d. HR Files
 - e. Computer Specialist Office
 - f. HR Admin Tech IV Office
 - g. HR Benefits Specialist Office
 - h. HR Files / Storage
 - i. HR Testing Room
 - j. HR Employment Tech Office (and empty office adjoining)
 - k. HR Conference Room
 - l. HR Copy Room / Storage / Breakroom
 - m. Director of Human Resources Office
 - n. HR Safety Manager Office
 - o. HR Training & Development Manager Office
 - p. Series Programmer / Web Developer / Telecommunications Office
 - q. Three (3) System Administrator Offices
 - r. Program Analyst Office
 - s. Three (3) System Support Tech Offices
 - t. IT Admin Tech IV Office
 - u. Training Bridge Office
 - v. Network Support Supervisor Office
 - w. Director of IT Office
 - x. IT Operations Manager Office
 - y. Printer Services Operator I Office
 - z. Printer Services Operator II Office
 - aa. Print Shop Paper Storage

iv. Building 201

1. Limited to Large Conference Room and Mayor's suite
- v. 115 West Gray Street – Couch Communications

vi. Cascade Water Tower

EXHIBIT B ADDITIONAL SERVICES

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces, which work or services are outside the scope of work of Program Manager's contracted services.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project, if required, in which case the Program Manager agrees to perform the revisions according to reasonable professional standards and accepts responsibility for the work performed.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Produce miscellaneous presentation materials not originally anticipated as a part of the Program.
10. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.
13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Prepare a Master Plan focusing on the urban nature of the site.
15. Services required by Program Manager resulting from delays caused in whole or in part by:
 - a. Changes to the Program or to Project(s) directed by The City
 - b. Default of Architect, Contractor or Construction Manager
16. Assessment of existing FF&E for reuse except for the facilities specifically described under Basic Services.

17. Provision of program management services beyond March 1, 2022. Exceptions to this item exist. The following services are included in Basic Services and are anticipated to extend past the subject date:
 - a. Municipal Complex Renovations: Phase I and II (2008 Bond Authorization).
 - b. Senior Wellness Center
 - c. Indoor Aquatics Facility
 - d. Indoor Multi-Sport Facility
 - e. Reaves Park
 - f. ECOC
 - g. **Municipal Complex Renovations: Phase III (Building C)**
18. Provision of Basic Services for portions of the Young Family Athletic Center associated with financial contributions by Norman Regional Health Systems.
19. Davis-Bacon Compliance Administration: weekly correspondence with FTA or DOL regarding Certified Payrolls
20. Monthly budget reports related to the North Base Maintenance Complex
21. Cost-estimating services related to the North Base Maintenance Complex
22. Public presentations related to the North Base Maintenance Complex

**EXHIBIT C4
COMPENSATION AND SCHEDULE OF VALUES
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

BASIC SERVICES

In addition to the Basic Services contained in Exhibit C, Program Manager shall also be compensated on each project according to the following schedule:

COMPENSATION SUMMARY		Fee (Lump Sum)
17.0	Municipal Complex Renovations (Phase III: Building C)	\$ 70,000
17.1	Construction Document and Cost-Estimate Review	\$ 31,500
17.2	Bid/Construction Phase Services	\$ 31,500
17.3	Close-Out and Post-Construction Services	\$ 7,000
	Total Fee	\$ 70,000

ADDITIONAL SERVICES

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

Administrative Staff

Principal	\$250/hr
Director of Program Management	\$230/hr
Director of Urban Planning	\$160/hr
Director of Landscape Architecture	\$125/hr
Program Management Project Manager	\$ 90/hr
Office Coordinator	\$ 60/hr
Marketing Manager	\$110/hr
Marketing Coordinator	\$ 95/hr
BIM Manager	\$110/hr
Project Coordinator	\$ 85/hr

Construction Administration Staff

Senior Construction Administrator	\$ 85/hr
Construction Administrator	\$100/hr

Production Staff

Project Manager (Architect III)	\$180/hr
Architect II	\$125/hr
Architect I	\$115/hr
Intern Architect III	\$105/hr
Intern Architect II	\$ 95/hr
Intern Architect I	\$ 90/hr
Architectural BIM Specialist	\$ 65/hr
Specification Writer	\$100/hr

Design Staff

Director of Architecture	\$225/hr
Director of Design	\$280/hr
Interior Design Manager	\$135/hr
Interior Designer III	\$130/hr
Interior Designer II	\$105/hr
Interior Designer I	\$ 70/hr

Engineering Staff

Director of MEP	\$215/hr
Mechanical Designer I	\$100/hr
Mechanical Designer II	\$125/hr
Mechanical Designer III	\$150/hr
Mechanical Engineer I	\$125/hr
Mechanical Engineer II	\$150/hr
Mechanical Engineer III	\$175/hr

Program Management

Director of Program Management	\$230/hr
Project Coordinator	\$ 85/hr
Construction Observer II	\$105/hr

Construction Observer II	\$130/hr
Project Manager I	\$ 90/hr
Project Manager II	\$125/hr
Project Manager III	\$160/hr
Project Manager IV	\$180/hr

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at cost + 15%.

File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2023; CONTRACT K-2223-25; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/9/2022

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY TO BE USED TO HOLD TWO ELECTRONICS WASTE EVENTS IN FYE 2023; CONTRACT K-2223-25; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT

BACKGROUND:

Electronic waste in the form of computer equipment, televisions, cellular telephones, etc., poses a risk to health and the environment. As new advances are made in these media, waste increases due to obsolescence, and more and more products are discarded. When broken or unwanted electronics are not properly disposed of, toxic substances like lead and mercury can leach into soil and water. This waste is not biodegradable and accumulates in the environment. Additionally, precious and valuable non-renewable resources are used in their production. Reusing these resources is vital, but irresponsible recovery of them (which often through open burning or acid bathing) can lead to harmful chemicals in our air.

Our new Household Hazardous Waste Facility does not take electronic waste due to current permitting and space requirements for its collection. So, to help with the prevention, control and abatement of pollution potentially caused by these solid wastes, the City of Norman contracts with a Sustainable Recycling (R2) -Certified electronic recycler to provide two yearly electronic waste collection events. These are free and open to Norman residents.

DISCUSSION:

The Oklahoma Department of Environmental Quality (DEQ) issued the grant opportunity for funding of collection events in January 2022. Staff submitted an application for two individual collection events to be held during Fiscal Year 2023 on January 28, 2022.

On June 29, 2022, DEQ notified staff that the full grant request of up to \$10,000 would be awarded and provided their contract for execution. Costs for the electronic waste collection events will be initially paid for by the City of Norman, Water Reclamation Fund, from Business Services – Hazardous Waste (Account 32955343-44199). DEQ will reimburse the cost spent on the events up to \$10,000 and will be receipted into the Water Reclamation Fund, Other Revenue

- Federal Grant Reimbursement (Account 329-333252). Last year, the total of the two events was slightly less than \$10,000.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-25, a grant contract by and between the City of Norman, Oklahoma, and the Oklahoma Department of Environmental Quality (DEQ) accepting the Collection Event Funding in the amount of \$10,000 for two discrete electronic waste collection events to be held in Fiscal Year 2023.

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the collection of electronic waste at two 1-day collection events, in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as “Department” and/or DEQ and City of Norman and the Norman Utilities Authority hereinafter referred to as “Contractor”. In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, City of Norman and the Norman Utilities Authority and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor’s completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. The maximum value of this Agreement shall not exceed \$10,000; however, DEQ must be billed for exact cost of the allowable services under this agreement; no overage will be paid.
- iv. The Contract shall be in effect for the period starting after the contract is signed by both parties, and beginning July 1, 2022 or the day an executed Purchase Order has been issued, whichever is later through June 30, 2023.

II. REQUIREMENTS FOR DEQ FUNDS:

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found her if needed: <https://asc.fasb.org/> . Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on

hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.

- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once every two years.
- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions, or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.
- viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at:
https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
 - a. TERMINATION FOR CAUSE: The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor.

when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

- b. **TERMINATION FOR CONVENIENCE:** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

IV. COMPENSATION AND APPROPRIATIONS

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed ten thousand Dollars (\$10,000) unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being

made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding. This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

V. GENERAL PROVISIONS

- i. PROVISIONS BINDING: The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.
- iii. FORCE MAJEURE: Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. AFFIRMATION OF STATE EMPLOYMENT: Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. INDEPENDENT CONTRACTOR: In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.

- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

- xi. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. **NOTICES:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. **NO WAIVER:** Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. **SEVERABILITY:** The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. **CHOICE OF LAW:** Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. **CHOICE OF VENUE:** Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. **INDEMNIFICATION:** The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with

all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

- xviii. DELIVERY: F.O.B. DESTINATION: Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007: The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
- xx. COMPLIANCE WITH APPLICABLE LAWS: The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. MONITORING AND FINANCIAL COMPLIANCE REVIEW: DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential

files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or [mailto: AccountsPayable@deq.ok.gov](mailto:AccountsPayable@deq.ok.gov) . Failure to comply may result in late payments. Invoices shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.
- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of seventeen (17) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable.

City of Norman
Norman Utility Authority
PO Box 370 Norman, OK
73070

State of Oklahoma
Oklahoma Department of
Environmental Quality
707 N. Robinson, P.O. Box 1677,
Oklahoma City, Oklahoma, 73101-1677

 Signature of Authorized Representative

 Signature of Authorized Representative

 Larry Heikkila

 Catherine Sharp

 Printed Name of Authorized
 Representative

 Printed Name of Authorized
 Representative

 Mayor/Chairman - Norman Utilities Authority

 Director, Administrative Services Division

 Title of Authorized Representative

 Title of Authorized Representative

 Date

 Date

ATTEST:

 City Clerk
 Secretary - Norman Utilities Authority

 Date

APPROVED as to form and legality:

 City Attorney

 Date

Attachment A

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Collection Event Grant Application FY23

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2023.
- Final invoices are due by August 31, 2023. Invoices submitted after August 2023 may not be reimbursed.

Process for Receiving Funds

1. Apply
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

Application Submittal Instructions

Preferably, return by email to Amanda.Scofield@deq.ok.gov with the subject line,
"[Organization] FY23 [grant type] Grant Application DEQ"
e.g., Oklahoma County FY23 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality
Attn: Patrick Riley, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Collection Event Grant

Collection event grants are for hosting the collection of electronic waste (e-waste) and typically also include the collection of household hazardous waste (HHW), tires, unwanted residential pharmaceuticals, and medical sharps. These grants are typically provided for one, or a series of, discrete collection events.

- The contractor shall use an R2 or e-Steward certified electronics recycler. Contractor shall utilize vendors that compliant with DEQ rules.
 - [Find a Recycler - e-Stewards](#)
 - [Find An R2 Certified Facility - SERI - Sustainable Electronics Recycling International](#)
 - Often, HHW collection services have a certified electronic recycler partner
- The contractor shall coordinate with the Oklahoma Bureau of Narcotics for coordination on pharmaceuticals.
 - Beau Ratke: (918) 446-1616: BRatke@Obn.ok.gov
- Used tires may be collected for recycling for free using DEQ's Tire Program.
 - Kole Kennedy: (405) 702-5177: Kole.Kennedy@deq.ok.gov
- The contractor shall ensure medical sharps are safely collected and properly disposed. This can be done through coordination with the HHW collection vendor and a regulated medical waste disposal facility. Sharps collection may also be arranged directly through appropriate vendors. For a list of sharps disposal vendors that service Oklahoma, see Figure 5 on page 22 of the Oklahoma Meds and Sharps Disposal Committee's (OMSDC) "Building a Municipal Program for Home-Generated Medical Sharps" guide. You can find the guide on the OMSDC website: [Safe Disposal of Pharmaceuticals and Medical Sharps in Oklahoma \(productstewardship.us\)](http://productstewardship.us)
- After each collection event, the contractor shall provide an invoice including a description of the event, photos, and the types and amounts of waste collected.



The City of NORMAN

3500 South Jenkins • P.O. Box 370
Norman, Oklahoma 73072 • 73070

UTILITIES DEPARTMENT
ENVIRONMENTAL SERVICES

Phone: 405-292-9731

Fax: 405-292-9793

E-mail: EnvironmentalServices@normanok.gov

January 20, 2022

Oklahoma Department of Environmental Quality
Attn: Patrick Riley, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101
Email: patrick.riley@deq.ok.gov

Dear Mr. Riley:

The City of Norman is submitting this application to request a contract for reimbursement for two discrete events to help with the prevention, control, and abatement of pollution caused by solid waste under the Community Based Environmental Protection Projects – Collection Event Grant.

The requested funding will be used to pay for the collection and disposal of electronic waste. Two collection events will be held in FY 23. As you know, there is an ever-growing need for proper disposal of electronics, and there are not many avenues for residents to do this in an environmentally sound way.

Thank you for your consideration of this request. If you require any additional information, please do not hesitate to contact me at (405) 292-9731 or at Michele.Loudenback@NormanOK.gov.

Sincerely,

Michele Loudenback, RPES, CFM
Environmental and Sustainability Manager
City of Norman

Collection Event Grant Application FY23

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: types of materials being collected, environmental improvement, feasibility, collaboration, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

Date

1. Name of entity that reimbursements will be issued to:

2. Dollar amount being requested:

3. Contact information

Name/Title:	Michele Loudenback/Environmental and Sustainability Manager
Phone Number:	405-307-7130
Email Address:	Michele.loudenback@normanok.gov

4. Signatory Authority with legal authority to sign contract with DEQ:

Name/Title:	Breea Clark/Mayor
Phone Number:	405-366-5404
Email Address:	Breea.clark@normanok.gov

5. Addresses

The contract will be sent here for signature (name and email):	Michele Loudenback; Michele.loudenback@normanok.gov
Reimbursements will go to this address:	City of Norman, PO Box 370, Norman, OK 73070

6. Project Description. Answer each question in its answer box to the right.

Environmental Improvement	
Question	Answer
a. What type of solid waste will be collected along with e-waste: HHW, medical pharmaceuticals, medical sharps, and/or tires?	Only electronics waste will be collected for this event
b. How is this waste currently managed?	Residents previously could participate in annual household hazardous waste collection events. The City is in the process of opening a permanent, year-round facility for the collection of most HHW, with one exception of electronics waste. Otherwise, residents have to find a retailer or repair company that will take electronics waste.
c. Who will be served by the program: municipalities, counties, region, population estimate?	Residents of Norman will be served by this event. The currently population is 128, 026.
d. Will this project enhance related program(s)/effort(s)?	This will enhance our future HHW facility program. We will not have space to store many electronics at our future facility so we plan to have two events in FYE 2023 for electronics collections only.
e. What is the environmental benefit of this project? (e.g. waste reduction, resource conservation, pollution prevention, litter abatement, education)?	There are many benefits to this project which include waste reduction, resource conservation, pollution prevention and education.

Cost

Question	Answer
f. What is the total cost of the program?	The total cost is \$10,000 (\$5000 per event, two events).
g. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.	We will be working with United Electronics Recycling for the collection and proper recycling/disposal of the electronics.
h. Have you received a previous grant from the DEQ? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?	Yes, we received a grant in FY 20 for \$55,370. This was to purchase several pieces of equipment (forklift, paint can crusher and fluorescent bulb crusher) for a new household hazardous waste collection facility. Additionally, we received two grants in FY 21 for a total \$19,125.07 for purchase of several pieces of equipment for the new household hazardous waste facility (aerosol disposal system, sharps container kiosk, spill containment equipment, and utility carts) and for the implementation of two electronics waste collection events in FY 21 that were held on October 17, 2020 and April 24, 2021.

Scope of Work & Budget

Question	Answer
i. Will the requested funding be used to purchase equipment and/or supplies? If so describe.	No. The funding will be used to pay for the collection and proper disposal of Norman residential electronics waste.
j. Will funding be used to pay for labor?	Funding will not be used to pay for labor.
l. How will benefits be measured? / How will you quantify the success of your project? / How will you show DEQ that your project is successful? / How will you demonstrate Return on Investment (ROI)?	Our success will be measured by the amount of pounds of electronics waste collected and recycled/disposed.
m. Detailed scope	Please attach a detailed scope of work and a detailed budget for the entirety of the project.

Additional Information

Question	Answer
n. Is there any other information that you would like to share?	The City of Norman plans to hold two electronic collection events for Norman residents. Initially, the new facility will not be accepting electronics so the City will need an alternative collection for these items. There are not many recyclers in the local area for these items, and the City believes providing a collection event will be very helpful for residents to preclude these items from making their way into landfills, illicit dumps, or our water ways.

City of Norman Collection Event Grant Application FY23**Attachment 1****Scope of Work**

To help with the prevention, control, and abatement of pollution caused by solid waste, the City of Norman will contract with an R2-Certified electronic recycler to provide two (2) electronics waste collection events to be held during the fall and spring seasons of FY23 for the residents of the City of Norman. These events will consist of collection, transportation and proper recycling or disposal of the electronics waste.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-84, CONTRACT K-2223-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TLS GROUP, INC., IN THE AMOUNT OF \$271,535 FOR THE LEGACY TRAIL LIGHTING SYSTEM UPGRADE PROJECT, PERFORMANCE BOND B-2223-23, STATUTORY BOND B-2223-24, MAINTENANCE BOND MB-2223-12, AND RESOLUTION R-2223-21 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Traffic Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-84, CONTRACT K-2223-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TLS GROUP, INC., IN THE AMOUNT OF \$271,535 FOR THE LEGACY TRAIL LIGHTING SYSTEM UPGRADE PROJECT, PERFORMANCE BOND B-2223-23, STATUTORY BOND B-2223-24, MAINTENANCE BOND MB-2223-12, AND RESOLUTION R-2223-21 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The existing lighting system serving the Legacy Trail area in downtown Norman is approximately 30 years old. Over the years, there has been much discussion between Oklahoma Gas and Electric Company (OG&E) and the City of Norman regarding maintenance of these lighting systems. When the systems were installed, there were a number of items that did not meet OG&E standards including the type of wiring, the lack of a “pull box” at each pole, and the fact that none of the poles feature hand holes that would allow OG&E maintenance crews to access the wiring for maintenance purposes. The existing system is comprised of two systems. The north system encompasses an area between Acres Street and Main Street while the south system serves the area between Main Street and Duffy Street. There is actually a third system located north of Acres Street that the upcoming James Garner Avenue Phase 2 project will upgrade (a map showing the location of all three systems is attached).

The necessary upgrades to all three systems have been considered during the budget process in recent years, but funding had not been allocated. However, funds were recently identified in the FYE 2022 General Fund balance. Council voted to appropriate surplus General Fund balance in the amount of \$300,000 to upgrade the Legacy Trail lighting system on May 10, 2022 (Resolution R-2122-116). A bid package was assembled and sent to interested contractors in June of 2022.

DISCUSSION:

Since the James Garner Avenue Phase 2 project will likely come later than this upgrade project, some improvements were implemented on the lighting system north of Acres Street to ensure

that the lights will be operational until upgraded. This involved the purchase of new LED bulbs at a cost of \$876 for the system north of Acres Street. With this purchase, the amount for all upgrades reduced from \$300,000 to \$299,124.

Then, to avoid any contractor mark-up on the poles needed for the two systems south of Acres Street, a request for bid was sent out to potential pole suppliers. The poles needed for the two systems south of Acres Street were ordered on July 18, 2022, at a cost of \$55,124.09. A drawing from the pole supplier showing what these new poles will look like is below. This purchase then resulted in a reduction in the amount remaining to cover the bids for the lighting upgrades from \$299,124 to \$243,999.91.

LIGHTING & POLES

Post Top Luminaire Poles

Pelco manufactures a variety of Lighting Poles, straight, fluted, and tapered, that are available for post mounted luminaires. Poles vary in size, shape, height, and material, designed to fit any need.

Light Pole, 4" Fluted, Alum w/ 3-1/2" OD x 2-7/8" Long Tenon, Hand Hole & Grounding Lug

AP-8122

Paint Surface	GFCI
Blank	None
-G1	Upper GFCI
-G2	Middle GFCI
-GFCI	Lower GFCI

Light Pole, 4" Fluted, Alum w/ 3-1/2" OD x 2-7/8" Long Tenon, Hand Hole & Grounding Lug

AP-8468

Aluminum Bases:

AP-0814-5.09
ieGrande

AP-0819-5.09
Manchester

AP-0816-5.09
Hampton

PB-5414-5.09
Outajonal

AP-0817-5.09
Oxford

Anchors:

AP-1019-GIV
Anchor Bolt Set,
3/4"-10NC

AP-1069-GIV
Anchor Bolt Cage,
3/4"-10NC

Note: 1. For additional information on Bases see page T15-27 through T15-31.
2. For Anchors see section T11 and T12.
3. See Reference Section page v for available paint colors.

7/2/22

www.pelcoinc.com • sales@pelcoinc.com • 405-340-3434 • Fax: 405-340-3435

Page T15-13

A bid package was assembled and sent to four qualified contractors on June 27, 2022, with advertisement sent to the Norman Transcript as well. The project involves removal of 41 existing light poles, installation of 41 new light poles, new 2" conduit with a pull box near each light pole base, and new wiring. All work will meet OG&E standards to accommodate future maintenance needs. OG&E will install fixtures on each pole once the other work on the system is complete. Bids were received on July 21, 2022 (a copy of the Bid Tabulation is attached). Upon opening the bids, TLS Group, Inc., was the apparent low bidder at \$271,535. A copy of the TLS Group, Inc., bid proposal is attached.

With a balance remaining to fund the Legacy Trail lighting upgrades of \$243,999.91 (Project BG0088; Account 50799943-46201), the TLS Group, Inc., low bid of \$271,535 leaves a balance of \$27,535.09 to be identified to fund these lighting upgrades. The systems cannot be broken to upgrade only a portion of the systems using the available funds. As such, additional funds need to be identified to complete all of the upgrades.

Surplus funds have been identified in the 12th Ave NE & High Meadows Drive account (Project TR0051; Account 50590079-46001) where a balance of \$40,000 exists for a part of the 12th Ave NE & High Meadows Drive project that will not be needed. The amount of the transfer, \$27,535.09, will leave a balance of \$12,464.91 in the identified 12th Ave NE & High Meadows Drive account. A summary of the requested transfer is provided in the following table:

Losing Account				Gaining Account			
Project	Org	Object	Transfer Out	Project	Org	Object	Transfer In
TR0051	50590079	46001	\$27,536	BG0088	50799943	46101	\$27,536

If approved, TLS Group, Inc., will begin construction on or about November 1, 2022, upon delivery of the light poles. The project should be completed by December 31, 2023.

Resolution R-2223-21 provides tax-exempt status for the purchase of materials related to the project.

RECOMMENDATION No. 1: Staff recommends award and acceptance of the bid from TLS Group, Inc., in the amount of \$271,535.

RECOMMENDATION No. 2:

Staff recommends the transfer of \$27,536 as outlined above.

RECOMMENDATION No. 3:

Staff recommends approval of Contract K-2223-32 and associated bonds (Maintenance Bond MB-2223-12, Performance Bond B-2223-23, Statutory Bond B-2223-24), and Resolution R-2223-21 for tax exempt status with TLS Group, Inc., to complete the lighting upgrades for the Legacy Trail in downtown Norman. The result will provide a safe and useful system for all users.

**CITY OF NORMAN
PUBLIC WORKS DEPARTMENT**

TABULATION OF BIDS

Bid No. 2122-84
FYE 2022 Legacy Trail Lighting Upgrades Project July 21, 2022

The following is a tabulation of bids received by the City of Norman for the FYE 2022 Legacy Trail Lighting Upgrades Project:

<u>Bidder</u>	<u>Bid Amount</u>
Midstate Traffic Control, Inc. (Oklahoma City, OK)	\$ 318,800.00
TLS Group, Inc. (Oklahoma City, OK)	\$ 271,535.00
Messer Electric (Oklahoma City, OK)	\$ 401,374.00
Traffic Signals, Inc. (Edmond, OK)	\$ 289,435.00

RECOMMENDATION: That the project be awarded to TLS Group, Inc. in the amount of \$ 271,535.00, as the lowest and best bidder for this project.

K-2223-32

CONTRACT

THIS CONTRACT made and entered into this 9th day of August, 2022, by and between TLS Group, Inc., as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding 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:

LEGACY TRAIL LIGHTING UPGRADES PROJECT

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

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY 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: Two hundred seventy one thousand five hundred thirty five Dollars (\$271,535);

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.

K-2223-32

- 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 60 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.

K-2223-32

- 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 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

K-2223-32

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 Oklahoma)
COUNTY OF Oklahoma)

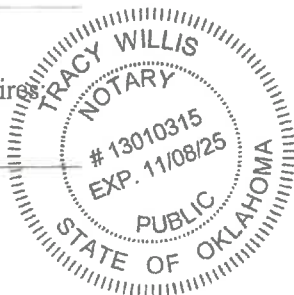
David N. Willis, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Submitted and sworn to before me this 28th day of July, 20 22.

Tracy Willis
Notary Public

My Commission Expires

11-08-25



K-2223-32

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 28th day of July, 2022, and the ____ day of _____, 20____.

(Corporate Seal, where applicable)



Assistant

Corporate Secretary (where applicable)

David N. Willis, TIS Group, Inc.
Principal

Signed: [Signature]

Authorized Representative

Chief Operating Officer

Title

Address: 13305 N. Santa Fe Ave

Oklahoma City, OK 73114

Telephone: (405) 524-1341

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

K-2223-32

CONTRACT AFFIDAVIT

STATE OF Oklahoma
 COUNTY OF Oklahoma

David N. Willis, of lawful age, being first duly sworn, o oath says that (s)he is the Agent authorized by the Firm of TLS Group, Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

[Signature]

CONTRACTOR

Subscribed and sworn to before me this 28th day of July, 2022.

[Signature]
 Notary Public

My Commission Expires: 11-08-25, 2025.



PERFORMANCE BOND

Know all men by these presents, that TLS Group, Inc. 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 of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Seventy One Thousand Five Hundred Thirty Five and No/100 DOLLARS, (\$ 271,535.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following project:

LEGACY TRAIL LIGHTING UPGRADES PROJECT

has entered into a written CONTRACT (K-2223-32) with THE CITY OF NORMAN, dated August 9, 2022 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 9th day of August, 2022, 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 9th day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Kelley Hildebrand
Assistant
Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Kellie A. Meyer
Corporate Secretary (where applicable)
Kellie A. Meyer, Witness

TLS Group, Inc.

Principal

Signed: [Signature]
Authorized Representative

Title

Address: P.O. Box 14788
Oklahoma City, OK 73113

Telephone: (405) 524-1341

Travelers Casualty and Surety Company
of America

Surety

Signed: Mary T. Flanagan
Authorized Representative
Mary T. Flanagan, Attorney-in-Fact

Attorney-in-Fact

Title

Address: One Tower Square, Hartford, CT 06183

Telephone: (860) 277-0111

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF Oklahoma _____

The foregoing instrument was acknowledged before me this 26th day of July, 2022, by David N. Willis, CEO (Name & Title) of TLS Group, Inc., a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 26th day of July, 2022
David N. Willis
Notary Public



Page 2 of 3
Performance Bond No. B-2223-23

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

Page 3 of 3
 Performance Bond No. B-2223-23

STATUTORY BOND

Know all men by these presents that TLS Group, Inc., 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 State of Oklahoma in the sum of Two Hundred Seventy One Thousand Five Hundred Thirty Five and No/100 DOLLARS (\$ 271,535.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

LEGACY TRAIL LIGHTING UPGRADES PROJECT

has entered into a written CONTRACT (K-2223-32) with THE CITY OF NORMAN, dated August 9, 2022, 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 29th day of August, 2022, 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 29th day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Attest:

Kellie A. Meyer, Witness

TLS Group, Inc.
P.O. Box 14788, Oklahoma City, OK 73113

Principal

Signed:

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Signed:

Mary T. Flanagan, Attorney-in-Fact
Surety Phone No. (860) 277-0111

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 29th day of July, 2022, by David N. Willis, CEO (Name and Title) of TLS Group, Inc., a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 29th day of July, 2022.

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

Page 3 of 3
Statutory Bond No. B-2223-24



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 **MARY T FLANIGAN** of **KANSAS CITY**, Missouri, 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
 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
 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, the Treasurer, any Assistant 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 **9th** day of **August**, **2022**



Kevin E. Hughes
 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.

CITY OF NORMAN MAINTENANCE BOND

Know all men by these present that TLS Group, Inc., 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, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Hundred Seventy One Thousand Five Hundred Thirty Five and No/100 DOLLARS (\$ 271,535.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

LEGACY TRAIL LIGHTING UPGRADES PROJECT

has entered into a written CONTRACT (K-2223-32) with THE CITY OF NORMAN, dated August 9, 2022, 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.

Page 1 of 3

Maintenance Bond No. MB-2223-12

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 9th of August, 2022, 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 August 9, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Kelley Cardeufb
Assistant Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Kellie A. Meyer
Corporate Secretary (where applicable)
Kellie A. Meyer, Witness

TLS Group, Inc.

Principal

Signed: David N. Willis

Authorized Representative

Title

Address: P.O. Box 14788
Oklahoma City, OK 73113
Telephone: (405) 524-1341

Travelers Casualty and Surety
of America

Surety

Signed: Mary T. Flanigan

Authorized Representative
Mary T. Flanigan, Attorney-in-Fact

Attorney-in-Fact

Title

Address: One Tower Square, Hartford, CT 06183
Telephone: (860) 277-0111

CORPORATE ACKNOWLEDGMENT

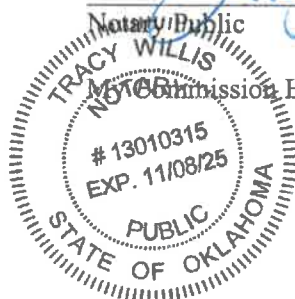
STATE OF OKLAHOMA Oklahoma
COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 26th day of July, 2022, by David N. Willis, COO (Name & Title) of TLS Group, Inc., a Oklahoma corporation, on behalf of the corporation.

WITNESS my hand and seal this 26th day of July, 2022

Notary Public

My Commission Expires: 11-08-25



Page 2 of 3

Maintenance Bond No. MB-2223-12

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-2223-12

Resolution

R-2223-21

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING TLS GROUP, INC., AS PROJECT AGENT FOR THE LEGACY TRAIL LIGHTING SYSTEM UPGRADE 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 TLS Group, Inc., for the Legacy Trail Lighting System Upgrade Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on TLS Group, Inc., 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, TLS Group, Inc., to purchase materials which are in fact used for the Legacy Trail Lighting System Upgrade Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that TLS Group, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 9th day of August, 2022, did appoint TLS Group, Inc., who is involved with for the Legacy Trail Lighting System Upgrade 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 Legacy Trail Lighting System Upgrade Project for the City of Norman.

PASSED AND ADOPTED THIS 9th day of August, 2022.

Mayor

ATTEST:

City Clerk



PROPOSAL

July 21, 2022

Purchasing Agent
City of Norman
P.O. Box 370
Norman, OK 73070

Dear Purchasing Agent:

The undersigned proposes to provide Legacy Trail lighting upgrades, f.o.b., Norman, Oklahoma, ready for immediate use, as follows:

Legacy Trail Lighting Upgrades Project

This project will include the upgrades to all existing Legacy Trail path light poles including pull boxes, conduit, and underground wiring for 41 light poles.

NAME: TLS Group, Inc.
(NAME OF COMPANY)

SIGNED: 

ADDRESS: P.O. Box 14788

CITY/STATE: Oklahoma City, OK

TELEPHONE: (405) 524-1341

Any exceptions to the specifications must be clearly detailed and described below.

Legacy Trail Lighting Upgrades Project

TOTAL DELIVERED PRICE	
(Less Federal and State Taxes)	\$ 271,535.00

If awarded the contract on the basis of this bid, we agree to complete the lighting and receptacle upgrades within 60(sixty) days from the date the contract is awarded.

The bidder guarantees the bid prices for 60 days subsequent to the date of the bid; or if awarded, according to the conditions of the contract.

In the event clarification of specifications is required, please contact:

David Riesland
Transportation Engineer
P.O. Box 370
Norman, OK 73070
Telephone: (405) 217-7762

Pole to Pole Scopes of Work

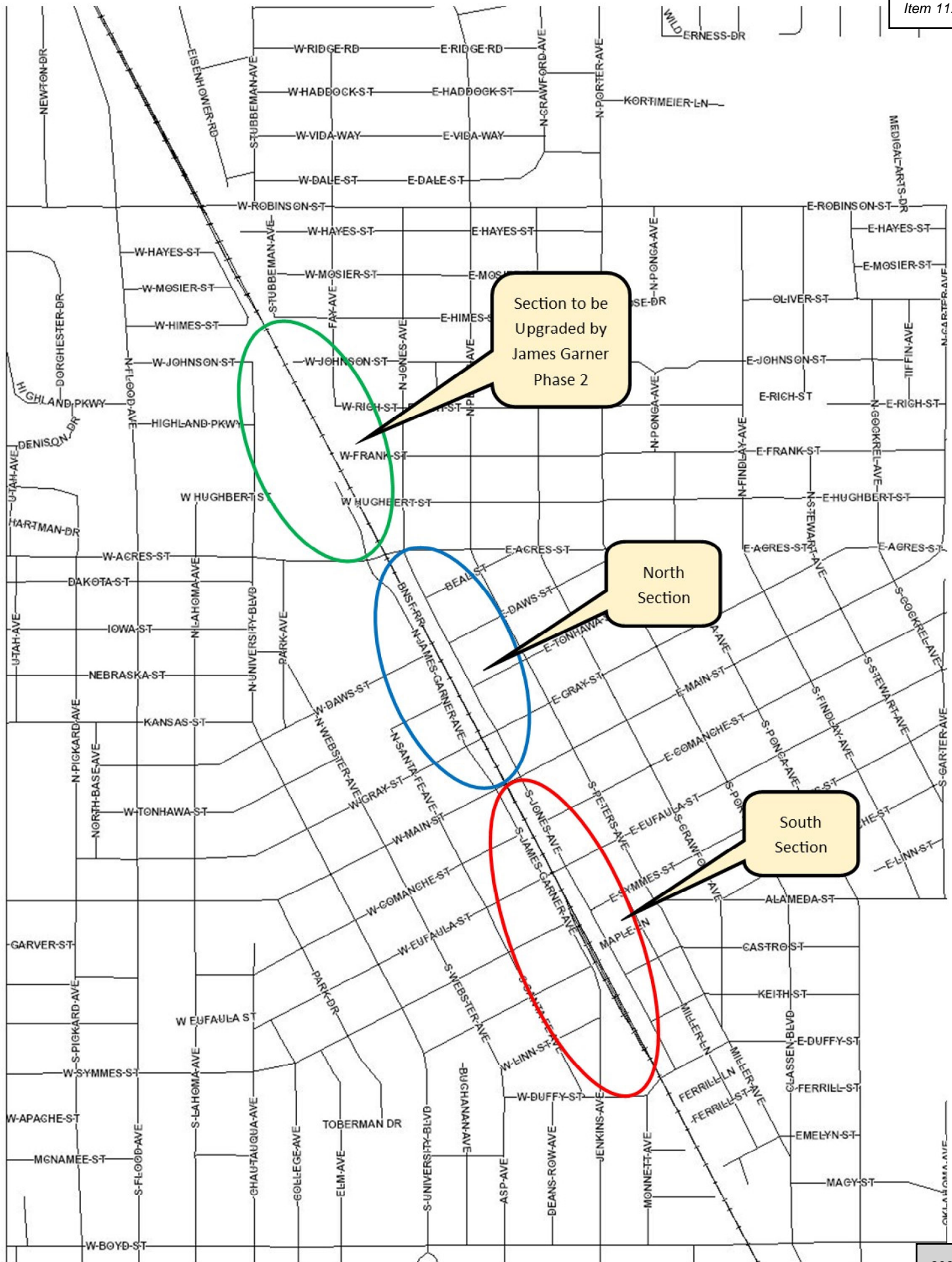
- Install pull box at each light pole footing and at each source of power
- Run 2" PVC conduit between each pull box—quantities likely include both bored and trenched conduit
- Intercept existing conduit for path into existing pole base for new fixture wire
- Project is to use a 2/C No. 4 Electrical Conductor (Aluminum) for lighting and for power

Estimated Quantities

Item Description	Est. Quantity	Unit	Unit Price	Total Price
North Section				
2/C No. 4 Electrical Conductor (Aluminum) for lighting and power	2,200 +/-	L.F.	\$6.00	\$13,200.00
2" PVC Sch. 40 Plastic Conduit (Trenched)	600 +/-	L.F.	\$22.50	\$13,500.00
2" PVC Sch. 40 Plastic Conduit (Bored)	1,600 +/-	L.F.	\$30.00	\$48,000.00
Pull Box **	19	Each	\$1,100.00	\$20,900.00
Install new light pole on existing foundation	18	Each	\$575.00	\$10,350.00
Remove and haul off existing light poles and fixtures	17	Each	\$300.00	\$5,100.00
Construction Traffic Control	1	L.S.	\$2,915.00	\$2,915.00
Mobilization *	1	L.S.	\$5,000.00	\$5,000.00
Total North Section Bid Price:				\$118,965.00
South Section				
2/C No. 4 Electrical Conductor (Aluminum) for lighting and power	2,750 +/-	L.F.	\$6.00	\$16,500.00
2" PVC Sch. 40 Plastic Conduit (Trenched)	750 +/-	L.F.	\$22.50	\$13,500.00
2" PVC Sch. 40 Plastic Conduit (Bored)	2,000 +/-	L.F.	\$30.00	\$48,000.00
Pull Box **	24	Each	\$1,100.00	\$20,900.00
Install new light pole on existing foundation	23	Each	\$575.00	\$13,225.00
Remove and haul off existing light poles and fixtures	24	Each	\$300.00	\$7,200.00
Construction Traffic Control	1	L.S.	\$4,370.00	\$4,370.00
Mobilization *	1	L.S.	\$8,000.00	\$8,000.00
Total South Section Bid Price:				\$152,570.00

* The costs associated with all bonds should be included in the mobilization cost.

** The costs associated with pull boxes is to include all elbows, etc.



File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 W. ROBINSON, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-34: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HCR MANORCARE, INC., SUCCESSOR-IN-INTEREST TO FOUR SEASONS NURSING CENTER, INC., IN THE AMOUNT OF \$2,450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1210 W. ROBINSON, PLUS CLOSING COSTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE PURCHASE.

BACKGROUND:

In the July 2021 City Council Retreat, the Council programmed authorized uses for approximately \$22,400,000 in American Rescue Plan Act ("ARPA") funds. Among these programmed uses was a planned allocation of \$4,500,000 to expand affordable housing options in the City of Norman. Approximately \$1,900,000 was programmed to be allocated for the renovation of the 718 North Porter building (to be acquired from the Norman Regional Health System).

In response to Council's prioritization of affordable housing, City Staff has identified 1210 West Robinson as a potential property that could be renovated to provide affordable housing. The building at 1210 W. Robinson has previously been operated as a nursing home, but has been vacant and on the market for a number of years. In the spring of 2022, City Staff began exploring the property's potential, leading to City Council holding an executive session on July 12, 2022 to discuss the property.

DISCUSSION:

The property was built in 1968, and underwent a \$5 million conversion from a skilled nursing facility to a long term, acute care hospital, operated by Norman Regional Health System, in 2005. Since 2015, the property has been on and off the market. After a potential sale to a private party in December of 2021 was unsuccessful, the property was relisted at \$4 million. In the spring of 2022, the City obtained an appraisal of the property, which valued the property at \$2.45 million. The City submitted an offer for the appraised value, which was accepted by the seller.

The facility is 39,665 square feet and houses 50 bedroom units, a full commercial kitchen, and ancillary facilities consistent with the proposed use. Located on 2.34 acres and zoned RM-6, the property could be rehabilitated to accommodate affordable housing units. The City enlisted JHBR Architects of Oklahoma City to provide a preliminary architectural design proposal, which estimated renovations to cost \$3-5 million, dependent on final configuration. The end use will be a combination of studio and one-bedroom apartments to be utilized as permanent housing, with rents capped at levels established as eligible for income assistance under the Housing Act of 1937, Section 8.

The terms of the Purchase and Sale Agreement include a purchase price of \$2,450,000. A separate Council action (Resolution R-2223-26) will be considered to appropriate the programmed ARPA entitlement funds for the purchase and estimated rehabilitation costs. Upon approval of the Agreement, the City will transfer \$25,000 in earnest money, which will be credited to the purchase price at closing. The City will have an inspection period of sixty days, which can be extended by the City for an additional 30 days, if needed.

With approval of this agreement, City Staff will conduct due diligence inspections of the property and work towards closing on the property to effectuate the transfer of title.

RECOMMENDATION:

Staff recommends that City Council approve Contract K-2223-34, the Purchase and Sale Agreement, contingent on the City Attorney's approval of final signatures from the Seller, to purchase 1210 West Robinson for \$2,450,000 and authorizing the City Manager to execute any documents on behalf of the City of Norman to complete the sale process.

K-2223-34

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between HCR ManorCare, Inc., successor-in-interest to Four Seasons Nursing Center, Inc., hereinafter referred to as “Seller”, and the City of Norman, Oklahoma, hereinafter referred to as referred to as “Buyer.”

CONDITION PRECEDENT

This Agreement shall not be effective or binding on Buyer until such time as this Agreement is duly adopted by the Council of the City of Norman and becomes effective, the “Effective Date”. Upon the Effective Date, this Agreement shall be binding on Buyer and Seller in accordance with its terms.

If the Effective Date does not occur by August 25, 2022, Seller may terminate this Agreement upon written notice to Buyer.

1. **Sale Agreement.** Seller hereby agrees to sell and Buyer hereby agrees to purchase all of the 2.34 acres of property described and/or depicted on Exhibit A hereto (the “***Land***”), which includes a building of approximately 39,665 SF situated at 1210 W. Robinson St, Norman, OK 73069 in Cleveland County, Oklahoma, together with all improvements thereon and all appurtenances thereunto belonging, all beneficial easements and other interests and rights of Seller which are appurtenances to the Land, including, but not limited to, all right, title, and interest, if any, of Seller in and to any land lying in any street, road, or avenue in front of, within, adjacent to, or adjoining the Land (collectively referred to herein as the “***Property***”).
2. **Purchase Price.** Subject to the adjustments and prorations hereinafter described, the purchase price to be paid by Buyer to Seller for the Property is Two Million Four Hundred Fifty Thousand and no/100 Dollars (\$2,450,000.00) (the “***Purchase Price***”) which Purchase Price shall be paid as follows:
 - 2.1 **Earnest Money.** Within three (3) days after the Effective Date Seller and Buyer, Buyer shall deposit Twenty-Five Thousand and no/100 Dollars (\$25,000.00) (the “***Earnest Money Deposit***”) with Chicago Title of Oklahoma, 210 Park Avenue, Oklahoma Tower, Suite 210, Oklahoma City, OK 73102; Attention: Dawn Brooks (the “***Title Agent***”). Buyer shall be given credit toward the purchase price for the Earnest Money Deposit at Closing.
 - 2.2 **Balance at Closing.** The balance of the Purchase Price shall be paid to Seller by cashier’s check or wired funds at Closing.

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3. **Inspection Period and Contingency.** This Agreement and the obligation of Buyer to close are expressly made conditional upon Buyer's determination in Buyer's sole discretion that the Property is suitable for Buyer's purposes. In order to permit Buyer to make this determination, Seller agrees to permit Buyer and Buyer's representatives to have access to the Property to perform any and all inspections as Buyer shall require, including, but not limited to, geological soil tests, mechanical studies, environmental assessments, surveys and engineering studies, and property surveys. To the extent permitted by law, Buyer agrees to repair any damage caused by such testing and further agrees to indemnify and hold Seller harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests; provided, however, Buyer shall not be required to indemnify Seller for any negligence or willful misconduct of Seller or for the mere discovery of existing conditions. An agent of Seller has the right to be present at any inspections. During this period, Buyer shall determine to Buyer's satisfaction:

- (a) Whether sufficient utility service will be available at the Property boundary line;
- (b) Whether the soil conditions of the Property are satisfactory;
- (c) Whether the drainage on the Property is satisfactory;
- (d) Whether there are portions of the Property that are not capable of usage, because of flood plain or wetlands restrictions;
- (e) Whether the applicable municipal ordinances or county requirements will permit the usage of the Property in the manner desired by Buyer;
- (f) Whether there are any Hazardous Materials on the Property;
- (g) Whether access to the Property is satisfactory; and
- (h) Whether there are any other conditions which will render the Property unsuitable for Buyer's purposes.

Buyer shall have Sixty (60) days from the Effective Date to determine if the Property is satisfactory (as the same may be extended, the "***Inspection Period***"). Buyer may extend the Inspection Period for an additional thirty (30) days upon written notice to Seller received by Seller prior to the expiration of the Inspection Period. Prior to the end of the Inspection Period, Buyer may terminate this agreement for any reason by notifying Seller in writing prior to the expiration of the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer. If Buyer does not terminate this Agreement during the Inspection Period, Buyer shall be deemed to have waived all objections to the condition of the Property, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

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Upon termination of this agreement by Buyer (i.e., if the Closing does not occur), Buyer shall furnish to Seller complete copies of all reports and other documentation relating to the Property created for Buyer by third-parties in connection its inspections, investigation and other due diligence with respect to the Property.

4. Title.

4.1. **Title Commitment; Title Policy; Permitted Exceptions.** Within Twenty (20) days after the effective date hereof, Seller shall provide to Buyer a commitment (the “***Commitment***”) for an owner's title insurance policy in the face amount of the Purchase Price (“***Title Policy***”) covering the Property, issued by a national title insurance company, showing “title of record” to the Property to be in Seller. The Commitment covering the Property shall be in the amount of the Purchase Price and shall be accompanied by copies of all instruments creating exceptions, including easements, restrictions, reservations, rights-of-way or other conditions, if any, affecting the Property (“***Title Documents***”) and shall show that Seller can convey good and marketable title to the Property to Buyer free and clear from all liens and encumbrances except for (a) easements, agreements and restrictions of record, (b) real estate taxes and installments of assessments not yet due and payable, (c) zoning ordinances, (d) liens or encumbrances to be cancelled or released by Seller at Closing. Items (b), (c) and (d), those easements, agreements and restrictions of record to which Buyer has not objected or, to which Buyer has objected in its Title Objection Notice but to which objection Buyer has agreed to waiver pursuant to Section 4.2 below, and State and Municipal building laws, ordinances and regulations, zoning laws, ordinances and resolutions, legal highways, and easements which would be identified by a survey are collectively referred to in this Agreement as the “***Permitted Exceptions***” in this Agreement.

4.2. **Objections to Title of Record.** Within fourteen (14) days after Buyer’s receipt of the Commitment and Title Documents, Buyer shall furnish to Seller written notification of any objections to or defects in the title of record (the “***Title Objection Notice***”). Seller may elect to not remove any title matters other than liens and other financial encumbrances. If Seller fails to notify Buyer in writing within ten (10) days after Buyer’s Title Objection Notice that Seller will cure title matters described in Buyer’s Title Objection Notice, Seller will be deemed to have determined that Seller will not cure the matters in Buyer’s Title Objection Notice, in which case Buyer may (i) terminate this Agreement and obtain the return of the Earnest Money Deposit; or (ii) waive the defects and proceed to Closing. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived all objections furnished to Seller in the Title Objection Notice that Seller has not agreed to remove, the Earnest Money Deposit shall become non-refundable except as expressly provided otherwise in this Agreement, and Buyer shall proceed to complete the Closing in accordance with this Agreement.

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5. **Warranties of Seller.** Seller represents, covenants, and warrants the following as of the date of this Agreement and as of the Closing Date:
- 5.1 **Ownership.** Seller is the owner of the Property and is authorized to enter into this Agreement.
- 5.2 **Validity of Documents.** This Agreement has been duly executed and delivered by Seller, and is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 5.3 **Rights in Subject Property.** There are and will, on the date of closing, be no options, purchase contracts, leases or other agreements of any kind or nature, written or oral, whereunder or whereby any person has or could claim or assert any right, title or interest in any of the Property with the exception of the Leases, copies of which have been provided to Buyer. After the date hereof and for so long as this Agreement remains in effect, Seller shall not grant any leases, easements or rights of way in, on, over or across the Property without obtaining the prior written consent of Buyer.
- 5.4 **No pending litigation.** There is no pending litigation or expropriation proceedings in relation to the property.
6. **Disclaimer of Additional Warranties.** WITH THE EXCEPTION OF THE WARRANTIES IN PARAGRAPH 5 AND THE WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION AND TO THE EXTENT OF THE LAW: (i) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; (iii) the Property's suitability for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restriction on use of the Property; (v) the compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; and (vi) the presence or removal of Hazardous Materials on, under or about the Property or any neighboring property.
7. **Time and Place of Closing.** Unless extended by written agreement, closing will occur on or before Thirty (30) days after the expiration of the Inspection Period, as the same may be extended (the "***Closing Date***") at the offices of the Title Agent.
8. **Seller's Deliveries at Closing.** At Closing Seller shall deliver or cause to be delivered to Buyer the following:

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- 8.1 **Deed.** A duly executed and acknowledged Special Warranty Deed conveying to Buyer title of record to the Property subject only to the Permitted Exceptions.
- 8.2 **Affidavit of Nonforeign Status.** An Affidavit of Nonforeign Status, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto.
- 8.3 **Affidavit of Debts, Liens and Parties in Possession.** An affidavit executed by Seller in form acceptable to Buyer and the title insurance company to the effect that Property is free from claims, mechanic's, materialman's or labor liens.
- 8.4 **Possession.** Sole and exclusive possession of the Property, subject only to the Permitted Exceptions.
- 8.5 **Other Submissions.** Such other documents and papers as may be reasonably required by Buyer and the Title Agent in order to close this transaction.
- 8.6 **Title Insurance.** The Title Policy (or a pro forma commitment issued by a title insurer to issue the same dated through the date of the Closing and showing the Buyer as the fee simple owner of the Property) in the face amount of the Purchase Price, issued through the Title Agent, insuring good and marketable fee simple title in the name of the Buyer, subject only to the Permitted Exceptions and such standard exceptions as Seller cannot have deleted by affidavit as provided herein;
- 8.7 **Payment of Closing Costs.** In addition to any other amounts payable by Seller hereunder, Seller shall pay (i) the cost and expenses necessary to release any liens or encumbrances in order to convey the required title, (ii) all conveyance and transfer fees charged by the applicable governmental authorities, (iii) the cost of all search fees, copying costs, and one-half of the premium costs and related charges imposed by the Title Agent to issue an Title Policy, (iv) costs of the Title Agent customarily charged to sellers for commercial property closings in the City of Norman, Oklahoma, and (v) one-half of the charges of the Title Agent to complete the Closing.
9. **Buyer's Deliveries at Closing.** At closing Buyer shall deliver or cause to be delivered to Seller:
- 9.1 **Purchase Money.** Buyer shall cause the Title Agent to issue its check to the Seller in the amount due by Buyer in payment of the portion of the Purchase Price payable at Closing, and adjusted for any credits, pro-rations or other adjustments required under this Agreement or hereafter agreed upon by Buyer and Seller.
- 9.2 **Record Deed.** Cause the Deed to be recorded, duly complete all required real property transfer tax returns and cause all such returns to be delivered to the appropriate offices promptly after Closing.

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- 9.3 Other Documents.** Execute and deliver any other documents required by this Agreement to be delivered by Buyer.
- 9.4 Payment of Closing Costs.** In addition to any other amounts payable by Buyer hereunder, Buyer shall pay (i) the costs to record the Deed and other conveyance instruments to be recorded at Closing, and (ii) the costs of the Title Policy in excess of the amount payable by Seller under this Agreement and the incremental cost, if any, for extended coverage, for any endorsements desired by Buyer, (iii) costs of the Title Agent customarily charged to buyers for commercial property closings in the City of Norman, Oklahoma, and (iv) one-half of the charges of the Title Agent to complete the Closing.
- 10. Prorations.** All matured and unmatured special assessments and all Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date. Notwithstanding anything in this Agreement which may appear to the contrary, Seller shall be obligated to pay all rollback taxes and other assessments relating to any period prior to the Closing date, which obligation shall survive the Closing.
- 11. Eminent Domain.** In the event any eminent domain proceedings shall be commenced with respect to the Property prior to the Closing Date, or in the event Buyer shall be advised by any agency having eminent domain powers that a condemnation of all or any portion of the Property is contemplated, Buyer, at its option, may:
- (i) Terminate this Agreement, in which event the Earnest Money Deposit shall be refunded to Buyer and the parties shall be relieved of all obligations hereunder; or
 - (ii) Continue this Agreement in force, in which event any condemnation proceeds received by Seller prior to the Closing Date shall be paid over to Buyer on the Closing Date, and if Seller has not received any proceeds then Seller shall assign its rights to such proceeds to Buyer.
- 12. Brokerage.** Seller is responsible for the payment of a real estate brokerage commission of 6% of the Purchase Price to be paid to Fleske Holding Company and Jones Lang LaSalle (split equally – 3% each). The parties represent and warrant to the other that except for the brokers referenced neither party has used the services of any real estate broker, agent or finder in connection with this transaction and each agrees to indemnify and hold the other harmless from all claims of any broker, agent or finder arising by reason of the indemnifying parties breach of this representation and warranty.
- 13. Default.** If Buyer fails to close the sale of the Property, unless excused by a condition hereof, Seller may retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy, it being agreed that it would be impracticable or extremely difficult to assess the amount of damages to be sustained by Seller. If Seller fails to close or otherwise defaults under this Agreement, unless excused by a condition hereof, Buyer

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shall receive the Earnest Money Deposit, or Buyer may sue for specific performance.

14. Miscellaneous. It is further understood and agreed as follows:

14.1 Time. Time is of the essence of this Agreement.

14.2 Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person or sent by email, or by mail, registered or certified, return receipt requested, postage prepaid, or by Federal Express or other overnight delivery service providing evidence of receipt of delivery to the addresses as set forth below:

As to Buyer: Darrel Pyle, City Manager
201 West Gray
Norman, OK 73070
Phone: 405-366-5402
city_manager@normanok.gov

With a copy to: Kathryn Walker, City Attorney
City of Norman, Oklahoma
201 West Gray
Norman, OK 73070

Phone: 405-217-7700
City_Attorney@normanok.gov

As to Seller: HCR ManorCare, Inc., successor-in-interest to
Four Seasons Nursing Center, Inc.
c/o R. Griffin Julius
Vice President, Corporate Development
ProMedica Health System
100 Madison Avenue, Toledo, Ohio 43604

Phone: 419-252-5910
Griffin.Julius@ProMedica.org

With a copy to: Mark H. Rose, Assist. Gen Counsel
ProMedica Health System
100 Madison Avenue, Toledo, Ohio 43604

Phone: 567-585-7052
mark.rose@promedica.org

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Any notice, demand or request that shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notices, demands or requests are hand delivered in person, or (ii) on the date the Federal Express or other overnight delivery service receipt was signed; or (iii) on the second day after the mailing of such notice, (iv) on the date sent if sent by email before 5:00 PM, otherwise on the next business day.

- 14.3 Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- 14.4 Binding Effect.** The provisions of this Agreement shall inure to the benefit of and bind the executors, administrators, successors, assigns, heirs and legal representatives of the parties hereto.
- 14.5 Entire Agreement.** This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.
- 14.6 Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 14.7 Attorney's Fees.** In the event either party hereto files suit in order to enforce or interpret the terms and provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to the litigation.
- 14.8 Interpleader of Earnest Money Deposit.** In the event of a dispute between Buyer and Seller as to the proper disbursement of the Earnest Money Deposit or any other funds being held by the Title Agent as related to this Agreement, the parties hereby agree that the Title Agent shall have the unrestricted right to interplead such funds into a court of competent jurisdiction. The Title Agent shall be entitled to file any such interpleader action as necessary to allow for the Title Agent to remove itself from the controversy without charge, harm, expense, or fault to the Title Agent. The Title Agent may file such action pursuant to 12 O.S. § 2022, or other applicable authority. In the event that the Title Agent institutes any interpleader action to resolve a dispute between the parties as to funds held by the Title Agent, the parties agree to hold the Title Agent and its officers, employees, directors and agents harmless and to release the Title Agent and all

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such affiliated persons from any causes of action that Buyer or Seller may have against the Title Agent as it pertains to the dispute over the Earnest Money Deposit. In addition, the parties agree that the Title Agent shall be immediately discharged from of the interpleader action without fault or harm, and that the Title Agent shall be allowed to immediately obtain reimbursement for all accrued expenses involved in filing the interpleader action, including but not limited to attorneys fees, court costs and filing fees, with such reimbursement to be made from the funds interplead into court or from Buyer and/or Seller directly.

- 14.9 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document; however, this Agreement shall not become effective until all parties have signed a counterpart hereof. All counterparts shall be construed together and shall constitute one Agreement.

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EXECUTED the day and year hereinafter indicated. The latest date shall be the Effective Date of this Agreement.

“BUYER”**CITY OF NORMAN, OKLAHOMA**

By: _____

Name: Larry Heikkila

Title: Mayor

ATTEST:

By: _____

Name: Brenda Hall

Title: City Clerk

Approved as to Legality and Form this _____ day of _____, 2022:

By: _____

Office of the City Attorney

“SELLER”**HCR ManorCare, Inc., successor-in-interest to
Four Seasons Nursing Center, Inc.**

By: _____

R. Griffin Julius

VP, System Business Development

ProMedica Health System, Inc.

Authorized Signor for Seller

Date of Execution: July __, 2022

EXHIBIT A**LEGAL DESCRIPTION AND/OR DEPICTION**

To be confirmed by title company

Legal Description: Part of Lot "A", in Block Two (2), of WOODSLAWN SECOND ADDITION, to the City of Norman, Cleveland County, Oklahoma, described as follows:

BEGINNING at the Northwest Corner of said Lot "A";
 Thence South along the West line of said Lot a distance of 341.79 feet to the Southwest Corner of said Lot; Thence East along the South line of said Lot a distance of 440 feet to the Southeast Corner of said Lot; Thence North along the East line of said Lot 20 feet;
 Thence West 150 feet;
 Thence North 320.15 feet to the North line of said lot;
 Thence West 290 feet along the North line of said Lot to the Place of Beginning.



File Attachments for Item:

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/PR
POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE
SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE,
REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR
THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/PR POSTPONEMENT OF RESOLUTION R-2223-26: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE SPECIAL GRANTS FUND (ARPA) BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the \$1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), "to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession".

Specific funding of approximately \$350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF). As a Community Development Block Grant entitlement city, The City of Norman has received \$22,245,542 in ARPA funding in two payments, \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022.

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating \$9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center. On August 24, 2021, the Council approved Resolution R-2122-35, appropriating \$100,000 of ARPA entitlement funds to the Norman Arts Council. On September 14, 2021, Council approved Resolution R-2122-34, appropriating \$500,000 of ARPA entitlement funds for COVID vaccination incentive programs. On June 28, 2022, the Council approved Resolution R-2122-135, appropriating \$1,000,000 of ARPA entitlement funds to the Norman Economic Development Coalition for the purchase or construction of business incubator facilities; and Resolution R-2122-138, appropriating \$3,000,000 of ARPA entitlement funds for bank stabilization projects on Lower Imhoff Creek.

The City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditure, generally as follows, and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements:

- Affordable Housing \$4,500,000
- Non-Profit Support \$1,900,000
- 718 N. Porter Rehabilitation \$1,900,000

DISCUSSION:

The United States Department of the Treasury has issued Final Rules for eligible uses of American Rescue Plan Act SLFRF funds. Five categories of eligible expenditures are discussed in the Rules:

- Support Public Health Response
- Replace Public Sector Revenue Loss
- Water, Sewer and Broadband Infrastructure
- Address Negative Economic Impacts
- Premium Pay for Essential Workers

Within the eligible uses of ARPA entitlements to Address Negative Economic Impacts of the COVID-19 pandemic, the Final Rules specifically encourage the use of ARPA funds for the “development, repair, and operation of affordable housing units” as a part of a broader strategy to increase the nation’s supply of affordable housing.

In the July 2021 City Council Retreat, the Council discussed potential use of the programmed ARPA funds for Affordable Housing and rehabilitation of the 718 North Porter Building. In response to Council’s prioritization of affordable housing, City Staff has identified 1210 West Robinson as a potential property that could be renovated to meet that need. At the July 12, 2022 Council Special Session, the specific use of ARPA entitlement funds for this purpose was discussed and approved. In a separate action, the Council will consider a Purchase and Sale Agreement (Contract K-2223-34) for the building at 1210 W. Robinson for \$2,450,000. Preliminary architectural estimates of the cost to rehabilitate and repurpose the West Robinson building for affordable, Single Room Occupancy purposes is \$3-5 million. Preliminary discussions have been held of the facility being operated by the Norman Housing Authority upon completion of the renovations.

To enact Council’s direction to use ARPA entitlement funds to Address Negative Economic Impacts of the COVID-19 pandemic through the expansion of Affordable Housing options in Norman, \$6,400,000 is proposed to be appropriated from the Special Grants Fund, ARPA (Account 22-11017) to ARPA, Miscellaneous Other (Account 22330303-45799).

RECOMMENDATION:

It is recommended that the Resolution be adopted, appropriating \$6,400,000 in City of Norman ARPA entitlement funds for the purchase, rehabilitation and repurpose of the 1210 West Robinson facility for the provision of expanded Affordable Housing options in Norman.

Resolution

R-2223-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,400,000 FROM THE ARPA SPECIAL GRANTS FUND BALANCE FOR THE PURCHASE, REHABILITATION, AND REPURPOSE OF 1210 WEST ROBINSON STREET FOR THE PROVISION OF EXPANDED AFFORDABLE HOUSING IN NORMAN.

- § 1. WHEREAS, On March 11, 2021, the United States Federal Government enacted the American Rescue Plan Act (ARPA) of 2021 to speed up the United States recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession; and
- § 2. WHEREAS, specific ARPA funding of approximately \$350,000,000,000 was made available to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF).; and
- § 3. WHEREAS, as a Community Development Block Grant (CDBG) entitlement city, the City of Norman received \$22,245,542 in ARPA funding in two payments, \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022.
- § 4. WHEREAS, City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditures and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements.
- § 5. WHEREAS, at the July 12, 2022, Special Session, the specific use of ARPA funds was discussed and approved by City Council and to enact Council's direction to use ARPA entitlement funds to purchase 1210 West Robinson Street and rehabilitate and repurpose the building to be used as affordable housing in the City of Norman, a budget appropriation is needed.

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

- § 6. That the following appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
ARPA Miscellaneous Other	22-11017	22330303-45799	\$6,400,000

PASSED AND ADOPTED this 9th day of August, 2022.

ATTEST:

Mayor

City Clerk



File Attachments for Item:

14. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-27: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 FROM THE GENERAL FUND BALANCE TO BE USED FOR ADDITIONAL FUNDING FOR SPECIAL STUDIES PER CITY COUNCIL'S REQUEST.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-27:
A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 FROM THE GENERAL FUND BALANCE TO BE USED FOR ADDITIONAL FUNDING FOR SPECIAL STUDIES PER CITY COUNCIL'S REQUEST.

BACKGROUND:

As required by the City Code, the City Council Finance Committee, at its mid-year budget review meeting on January 20, 2022 received information on the actual, audited financial status of the General Fund balance as of June 30, 2021 and further discussed the fiscal year-end fund balance projected for June 30, 2022. These projections indicated that after all required reserve requirements were met, the General Fund would have "surplus" fund balances of approximately \$8.9 million. The Finance Committee discussed several areas of one-time expenditure for some of the surplus General Fund balance:

- Deposit to the Net Revenue Stabilization ("Rainy Day") Fund
- Providing Funding for a City Vehicle Wash Facility
- Providing Funding for Andrews Park Improvements for Disabled Users

DISCUSSION:

At the April 19, 2022 Council Study Session, further direction was given regarding uses of projected surplus General Fund balances, along with additional increased or reduced appropriation actions that would be needed in various City funds. These directions included the provision of funding for Special Studies in several areas:

- Comprehensive Land Use Plan
- Comprehensive Transportation Plan Update
- Public Safety Resource Allocation
- Stormwater Master Plan Update
- Center City Urban Design and Implementation Plan (Paid From Center City TIF Revenue)

On May 10, 2022, the Council adopted Resolution R-2122-116, appropriating \$1,500,000 to fund the implementation of “Special Studies”, described above. The timing and individual allocations for the studies is to be determined through request for proposals and contract award processes to be completed over the course of fiscal year 2022-2023 and forwarded for further Council consideration.

In subsequent discussion at the July 22-23, 2022 Council Retreat, further direction was given to allocate additional funding for the implementation of these special studies.

RECOMMENDATION:

It is recommended that \$500,000 be appropriated from the General Fund balance (account 10-29201) to the Capital Fund, Long-Range Plans, Design (Account 50593388-46201; Project BG0164)

Resolution

R-2223-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 FROM THE GENERAL FUND BALANCE TO BE USED FOR ADDITIONAL FUNDING FOR SPECIAL STUDIES PER CITY COUNCIL'S REQUEST.

- § 1. WHEREAS, in City Council's Study Session of April 19, 2022, direction was given regarding uses of projected surplus General Fund balances, along with additional increased or reduced appropriation actions that would be needed in various City funds; and
- § 2. WHEREAS, these directions included the provision of funding for Special Studies in several areas:
- Comprehensive Land Use Plan
 - Comprehensive Transportation Plan Update
 - Public Safety Resource Allocation
 - Storm Water Master Plan Update
 - Center City Urban Design and Implementation Plan (Paid from the Center City TIF Revenue)
- § 3. WHEREAS, on May 10, 2022, City Council adopted Resolution R-2122-116 appropriating \$1,500,000 to be used towards the implementation of Special Studies; and.
- § 4. WHEREAS, in subsequent discussion at the July 22-23, 2022, Council Retreat, further direction was given by City Council to allocate additional funding for the implementation of these special studies.

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

- § 5. That the following appropriation be made for the reason stated above:

Account Name	Losing Account	Gaining Account	Amount
Project BG0164, Capital Fund, Long Range Plans, Design	10-29000	50593388-46201	\$500,000

PASSED AND ADOPTED this 9th day of August, 2022.

ATTEST:

Mayor

City Clerk



File Attachments for Item:

15. CONSIDERATION OF ADOPTION, REJECTION, POSTPONEMENT, AND OR AMENDMENT OF ORDINANCE O-2122-48 UPON SECOND AND FINAL READING:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF ORDINANCE O-2122-48 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

BACKGROUND:

Article 18, Section 5(a) of the Oklahoma Constitution requires voter approval of a franchise in order for the City to grant the right to use its streets to sell and distribute utility services to its residents to a public utility company. A franchise is achieved by putting forth a franchise agreement to the voters in the form of an ordinance and calling a city-wide election. Franchise agreements are typically longer term and provide for a franchise fee to be paid to the City in exchange for access to the City streets and rights of way for utility services.

Recently, OG&E representatives approached the City about renewing its franchise for a twenty five (25) year term. The prior franchise agreement, which expired in 2018 and has been on a month to month basis since then, was also for twenty five (25) years.

DISCUSSION:

The proposed franchise agreement provides for an annual payment of a franchise fee equal to three percent (3%) of OG&E's gross revenues arising from the sale of electricity within the city limits of Norman. The franchise fee collected from OG&E for fiscal year 2020-2021 (FYE 2021) was \$2,921,195. In addition to the franchise fee, OG&E furnishes free electricity to the City for operation of traffic signal lights and municipal buildings in an amount of up to one-half of one percent (0.5%) of the kilowatt hours sold to Norman customers within the preceding fiscal year. This provision resulted in the City receiving free electricity for traffic signal lights and municipal buildings during part of the last fiscal year. OG&E also collected and remitted sales taxes to the City in FYE 21.

With this agreement, the City grants to OG&E the "right, privilege and authority to produce, transmit, distribute, and sell electricity" within Norman's City limits, and the "right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places" for the purpose of producing, transmitting, distributing and selling the electricity to the City of Norman and its inhabitants."

OG&E feels strongly that the franchise proposed to the voters should match the franchises it has in other cities and towns across Oklahoma; however, if another city negotiates a better rate than the 3% franchise fee imposed by this ordinance, the higher franchise fee will automatically be imposed in Norman.

OG&E has adopted an Environmental Policy that, among other things, obligates OG&E to conduct business in a manner that minimizes environmental impacts and supports environmental protection, emission, waste and release minimization, efficient resource management and sustainability. Staff is working with OG&E to develop an agreement with Norman to increase the reliance on renewable sources of energy. OG&E wishes to partner in good faith with Norman to help Norman achieve its goals related to renewable energy.

The Oklahoma Constitution reserves the decision of granting a franchise to the voters. OG&E has requested that the City put the franchise before the voters in the January 10, 2023 election.

Ordinance O-2123-48 was adopted Upon First Reading on June 14, 2022. At the request of OG&E, the Second and Final Reading of Ordinance O-2122-48 was postponed until August 9, 2022.

RECOMMENDATION: Staff recommends that Ordinance O-2122-48 be adopted by Council on Second and Final Reading for submission to the voters.

O-2122-48

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023 AND ENDING ON JANUARY 10, 2048 SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

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

- § 1. The word “City” as hereinafter used shall mean and designate the City of Norman, Cleveland County, Oklahoma, and the word “Company” as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.
- § 2. (a) The City hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the City for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in each and every part of said City for the purpose of producing, transmitting, distributing and selling electricity to the City, its inhabitants, and to the public generally.

(b) The franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the registered voters of the City and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years beginning on January 11, 2023 and ending on January 10, 2048. Nothing in this Ordinance shall be construed to prevent the City from granting an electric franchise to any other person, firm, or corporation.
- § 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.
- § 4. The Company shall defend and indemnify the City against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the City.
- § 5. Electric service provided hereunder to the City, its inhabitants, and to the public generally, and rates charged therefor shall be in accordance with orders, rules and regulations of the

O-2122-48

Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

- § 6. The Company shall have the right to assign this franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the Clerk of the City.
- § 7. (a) From and after the approval and acceptance of this franchise, and in consideration of the granting of this franchise, the Company agrees to pay and shall pay to the City an annual franchise tax in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the City, such payment to be made on or before the 25th day of July of each year, after deducting therefrom any amount due the Company from the City.
- (b) In the event the Company in the future, under the terms of any franchise with any city or town in the State of Oklahoma, shall agree to and shall pay to any such city or town as a franchise fee a percentage of gross receipts in excess of the three percent (3%) franchise fee set forth in the section, the Company shall begin payment of such higher franchise fee to the City within thirty (30) days of the increase.
- (c) The Company shall abide by an order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise tax on electric bills to customers.
- (d) Such franchise taxes paid by the Company to the City shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes and sales taxes.
- § 8. The Company shall furnish to the City without charge each fiscal year during the term hereof electric current to be used exclusively by the City for operation of traffic signal lights and buildings occupied and operated by the City for municipal purposes, to be applied by the Company as a credit to billings to the City, provided that such electric current shall not exceed one-half of one per cent (0.5%) of the kilowatt-hours sold by the Company to customers within the corporate limits of the City during the preceding fiscal year.
- § 9. A special election is hereby called for the purpose of submitting this Ordinance to the registered voters of the City residing within its corporate limits for their approval or disapproval, provided the Company shall pay the cost of such election. The election shall be held on the January 10, 2023 between the hours of 7:00 a.m. and 7:00 p.m. The Mayor of the City of Norman is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary for holding the election and for the submission of this Ordinance to the registered voters of the City. If a majority of the registered voters of the City voting thereon fail to approve this franchise at said election, no rights shall accrue hereunder.
- § 10. In case the franchise hereby granted is approved at said election, the Company shall, within thirty (30) days from the date of such approval, file with the Clerk of the City, in writing, its

O-2122-48

acceptance. In the event the Company fails to accept within the said period, such failure shall be deemed a rejection of the franchise.

- § 11. The franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the Company.

PASSED AND ADOPTED this 9th day of August, 2022.

CITY OF NORMAN, OKLAHOMA

By: _____
Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

(SEAL)

**SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION**

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-2122-48 dated August 9, 2022, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor Pro Tem of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 10th day of January, 2023, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

Shall a franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the City and to sell electricity therein for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in the City for such purposes, for a period of twenty-five (25) years beginning January 11, 2023 and ending on January 10, 2048; providing compensation to the City; in accordance with the terms of Ordinance Number O-2022-48?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1 st	<input type="checkbox"/>	YES - FOR THE ABOVE PROPOSITION
2 nd	<input type="checkbox"/>	NO - AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the 9th day of August, 2022.

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

From: [Adams, Kimberlee](#)
To: [Brenda Hall](#)
Cc: [Darrel Pyle](#); [Kathryn Walker](#)
Subject: EXTERNAL EMAIL : Official Request to Postpone
Date: Friday, June 24, 2022 3:50:04 PM
Attachments: [image003.png](#)

Attn: City Clerk Brenda Hall:

Please accept this email as a formal request to postpone the second reading of the OGE Franchise Resolution before the Norman City Council until August 9th. The reason for this request is to allow time for study sessions to adequately address concerns raised by Council.

Thank you.

Kimberlee Adams

Kimberlee Adams

Community Affairs Manager



cell/text: 580-216-4146

adamskd@oge.com

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File Attachments for Item:

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF RESOLUTION R-2223-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION ON JANUARY 10, 2023, TO GRANT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) A FRANCHISE AGREEMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/09/2022

REQUESTER: Oklahoma Gas and Electric Company

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, OR POSTPONEMENT OF RESOLUTION R-2223-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION ON JANUARY 10, 2023, TO GRANT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) A FRANCHISE AGREEMENT.

R-2223-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND
COUNTY ELECTION BOARD NOTICE OF A SPECIAL ELECTION
ON JANUARY 10, 2023, TO GRANT OKLAHOMA GAS AND
ELECTRIC COMPANY (OG&E) A FRANCHISE AGREEMENT.

- § 1. WHEREAS, Title 26 of the Oklahoma Statutes, §13-102, requires Notice of Election be given to the Secretary of the Cleveland County Election Board by Resolution of the City Council; and
- § 2. WHEREAS, the purpose of the Special Election is set forth in Ordinance O-2122-48, which is incorporated herein by reference; and
- § 3. WHEREAS, the Special Election is to be conducted on the 10th day of January, 2023.

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

- §4. THAT, notice be given of the Special Election by transmittal of this Resolution to the Secretary of the Cleveland County Election Board.

PASSED AND ADOPTED this 9th day of August, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: August 9, 2022

REQUESTER: Reapportionment Ad Hoc Committee

PRESENTER: Joyce Green, GIS Services Manager

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

BACKGROUND:

Article XX, Section 3 of the City Charter requires that the Reapportionment Ad Hoc Committee pass and refer to the City Council a resolution equalizing the city's population among the City Council wards subsequent to the issuance of the Federal Decennial Census. The Federal Decennial Census was conducted in 2020 and the data was issued in 2021.

DISCUSSION:

At the time of the 2020 Census, the difference in population between the largest and smallest ward was 4386 persons, which is 27.41% of the mean ward population of 16,003. This range of population among the Council Wards after a Decennial Census necessitated the realignment of ward boundaries to equalize the number of citizens that each Councilmember represents. The Reapportionment Ad Hoc Committee held regular meeting on May 25, 2022 to adjust the population among the wards and reached consensus to forward for public comment on June 15, 2022.

The proposed plan reduces the overall range from the mean ward population to 1,580 persons, which is 10% of the mean ward population of 16,003. All wards are modified by the proposal. This proposal could potentially affect ward-specific appointments to the Greenbelt Commission, the Reapportionment Ad Hoc Committee, and the Public Safety Sales Tax Citizen Oversight Committee. Therefore, the ordinance implementing the plan provides that existing ward-specific appointees will be allowed to finish their term before the new boundaries will be applied.

No citizens spoke at the June 15, 2022, Public Hearing. On July 6, 2022, the Reapportionment Commission held a regular meeting, at which time the Commissioners voted to forward Resolution RAHCR- 2223-1 to the City Council for consideration. Ordinance O-2223-8 is presented to the City Council for their action.

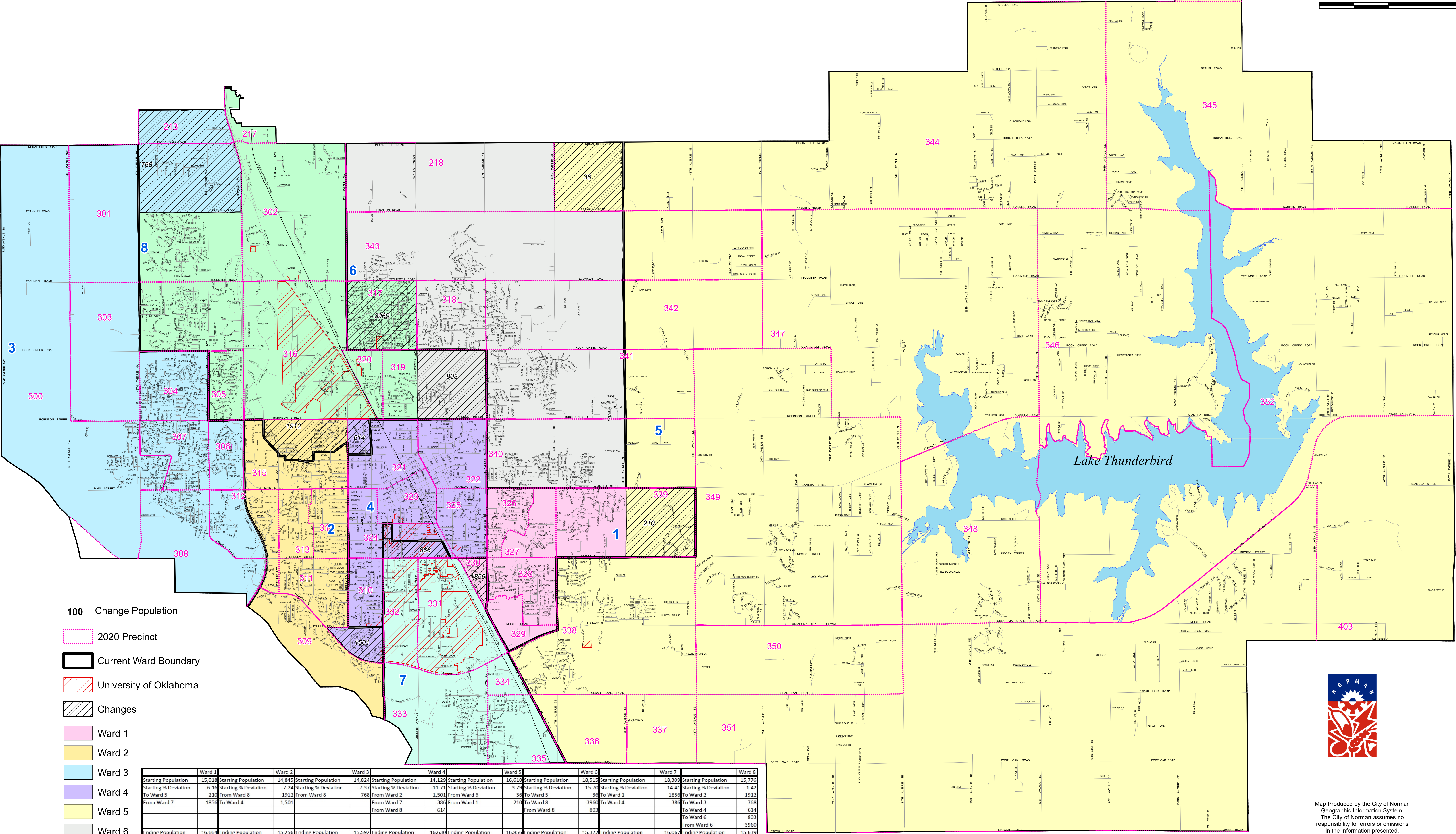
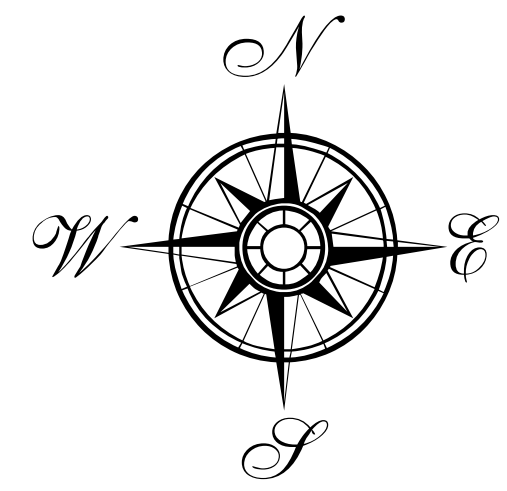
RECOMMENDATION:

The Reapportionment Ad Hoc Commission unanimously recommends that the City Council adopt the above referenced Ordinance, and attached Ward Map (Exhibit A), is submitted for a Public Hearing August 9, 2022, followed by First Reading on August 23, 2022, and Second and Final Reading on September 13, 2022.

Reapportionment Committee Ad Hoc

Proposed Ward Boundaries

May 25, 2022



- 100 Change Population
- 2020 Precinct
- Current Ward Boundary
- University of Oklahoma
- Changes
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7
- Ward 8

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8
Starting Population	15,018	14,845	14,824	14,129	16,610	18,515	18,309	15,776
Starting % Deviation	-6.16	-7.24	-7.37	-11.71	3.79	15.70	14.41	-1.42
To Ward 5	210	1912	768	386	36	36	386	768
From Ward 7	1856	1,501		614	210	3960		614
Ending Population	16,664	15,256	15,592	16,630	16,856	15,322	16,067	15,639
Ending % Deviation	4.13	-4.67	-2.57	3.92	5.33	-4.26	0.40	-2.27



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

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

May 25, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, May 25, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Joyce Green called the meeting to order at 6:36 p.m.

* * *

Item No. 2, being:

ROLL CALL.

MEMBERS PRESENT

Alli Penner, Ward 1
 Lisa Schmidt, Ward 2
 Wade Stewart, Ward 3
 Sara McFall, Ward 4
 Maria Kindell, Ward 5
 Joshua Whittington, Ward 6
 Alison Behrens Braly, Ward 7
 Rebecca Oubre, Ward 8
 Christopher Tall Bear, At Large

MEMBERS ABSENT

None

A quorum was present.

CITY STAFF PRESENT

Joyce Green, GIS Services Manager
 Kathryn Walker, City Attorney
 Roné Tromble, Administrative Technician

* * *

Item No. 3, being:

ELECTION OF OFFICERS.

Lisa Schmidt nominated Christopher Tall Bear as Chair, who accepted the nomination. Joshua Whittington volunteered to serve as Vice Chair. Sara McFall volunteered to serve as Secretary.

Alison Braley moved to accept the nominations. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

* * *

ITEMS SUBMITTED FOR THE RECORD.

1. Staff Memo: First Meeting of the Reapportionment Ad Hoc Committee
2. ARTICLE XX: REAPPORTIONMENT Section from Charter
3. Memo: Legal Standards for Reapportionment of Ward Boundaries
4. City Council Wards with 2020 Precincts map
5. Residential Construction Permit Activity 2011-2020 map
6. Current Plat Activity map, through March 31, 2022

Item No. 4, being:

ORIENTATION OF MEMBERS.

Ms. Walker talked about the Open Meeting Act. All of our Boards and Commissions are subject to the Open Meeting Act. All of our meetings will have a publicly posted agenda. Anyone can come in and watch the meeting.

We did this process last fall; it did not end with a new map. We have talked about streaming these meetings because no one came to the meetings last time, as I recall, but they were really curious about the process; lots of doubt about whether the process was a good process.

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

State Statute has similar language. Wards and ward boundaries shall be reviewed and changed as necessary to form compact and contiguous territory and wards that are substantially equal in population.

We also have to look at not splitting precincts to the extent reasonably possible. One of the issues with the process in our Charter and the timelines it has for doing reapportionment is it put us far ahead of when the County actually redrew their precincts, so it's much better to do it now, when we have new precinct lines, because we can honestly say we tried not to split precincts.

There are two primary goals, and equalizing population is definitely number one. When you see Congressional redistricting, that is really the major consideration and they're talking exact population. For local races, it doesn't have to be exact. You can deviate somewhat to maintain communities of common interest, ethnic background,

and geographic compactness, but they have to be substantially equal in population. The Safe Harbor Rule in case law provides that if your smallest ward and your largest ward do not deviate more than 10% in population, your map is presumed to be permissible. That is something we want to really keep our eyes on, and the software we have will automatically update those population numbers as you move boundaries around, so it's very easy to know the impact of those lines.

Then we want compact and contiguous territory. You hear a lot about gerrymandering. You're going to end up with some odd-shaped wards just to get the population right; that's not necessarily gerrymandering. Gerrymandering is when you draw those wards to give a group some kind of advantage. We will not provide, and we don't want you to be looking at, the turnout numbers in previous elections, Republican versus Democrats, where Councilmembers live – those kind of things – because that's where you can, even inadvertently, get into gerrymandering. That information is really not important for this process. We want to make sure these are as equal as possible in population, and that we've got compact and contiguous territory.

Ms. Braly asked if the language about artificial corridors and where they most naturally belong is trying to cover the gerrymandering situation in odd-shaped wards? Ms. Walker explained we have a rural part of our community and we have an urban part of our community. If population was equal, you would want to keep rural together so those interests are represented, but population cannot be equal. You cannot get the population where it needs to be between wards by doing that so you will have mixed wards where you have multiple interests. We have rural areas of town on the west side of town. You will have mixed wards with different kinds of interests. That's really designed to avoid gerrymandering primarily.

Ms. Green explained the map; the color is the ward and the red lines are the precincts that we're going to try to use whole as much as possible. The County totally redid the precincts. Ms. Penner commented that several of the precincts are going to make it impossible to avoid having some urban and rural combination; for example Precincts 343 and 342. Ms. Walker clarified that you can split precincts; the state statute says try not to, if you can avoid it. Ms. Green added that when we do split precincts, we recommend that you split them on an easily knowable boundary, like a road, a river, something that's very prominent in the landscape that people can tell which side of it they're on when they go to vote.

Ms. Green reported that Ward 6 is the one that's grown the most, and Ward 7. Wards 1, 2 and 3 have grown the least; they're pretty built-out in the area that's actually buildable. We try, to a certain extent, to leave the ones we think that are going to grow the least in the next 10 years a little bit high, and the ones we think that are going to grow the most a little bit low, but that's not always possible.

The Residential Construction Permit Activity map gives you the pattern of how things are being built out. You can tell they're being built out around the outer edges, for the most part, with some infill in Ward 4, a little bit in 3, a little bit in 2, but it's mainly in 6, in 7, parts of 5, and parts of 8 that are seeing a lot of development. I think 8 may be slowing a little bit. The Current Plat Activity map is where there are plats where we know

there's going to be development in the next few years, which pretty much correspond to the previous map. These were provided to give you an idea of how Norman is building out.

* * *

Item No. 5, being:

DISCUSSION AND POSSIBLE ACTION RELATED TO ANNUAL POPULATION FIGURES AND THEIR EFFECT ON THE CITY'S WARD SYSTEM.

DISCUSSION BY THE COMMITTEE.

Ms. Green explained the interactive software. We take pieces from one ward and add it to another ward to see the impact it has. This will give you your target deviation where you can see the ones that are higher. As you change it, these will automatically change and you'll see if you're getting it under the 5% or less that you want to get to. If you could get it to 2 or 3, that's awesome; under 5 is good.

Ms. McFall suggested moving the L-shaped area north of Lindsey Street in Precinct 324 from Ward 7 to Ward 4. Ms. Green said that unsplits Precinct 324. Ward 7 is still pretty high, so there's not a lot of people in that particular piece, although that's probably a good move to stay with, because it does get you closer.

Ms. McFall asked if it is smarter to work from the inside out, or just pick one and start moving. Ms. Green responded she would probably start at one edge or the other, but you can start anywhere. Once you start moving something, everybody is eventually going to get changed. You might end up having to change other things.

Ms. Kindell suggested the northwest corner of Precinct 321 that is in Ward 8 be moved to Ward 4. Ms. Green indicated that made a little bit of progress on Ward 4. It could probably be a little higher, because it's probably not going to have a lot of growth.

Ms. McFall suggested adding Precinct 310 at the south end of Ward 4 to Ward 4. Ms. Green said that makes Ward 4 pretty good; it's a little bit high, but that's not a bad thing because there's not a lot of growth in any of that. You don't end up with any split precincts in that which makes the Election Board happy.

Ms. Penner recommended moving the rest of Precinct 315 into Ward 2 and leave Precinct 312 split, because we don't want to take anyone out of Ward 3, and that split follows the Interstate. Ms. Green agreed that is a good split.

Ms. Kindell asked about Ward 3. Ms. Green said it needs to gain some people; probably the most logical place to go would be Precinct 305 that is adjacent to it. Ms. Kindell noted that's on the west side of I-35 and makes sense. Ms. Green reported that makes Ward 3 a little high. Ms. Kindell said it doesn't look like there's a lot of room for growth in Precinct 305, so even though that bumped Ward 3 up quite a bit, it may not continue to bump it up in the future. Ms. Green explained it's high enough we'll probably need to bring it down a little bit to keep it within the 10% deviation, because it's 6.72 over. Precinct

305 was put back in Ward 8.

Ms. Penner commented that the last proposed map had the northern border of Ward 3 the entire way along Rock Creek. Ms. Green responded that it was following a different precinct. She suggested trying unsplitting Precincts 301 and 303. It is part of the more rural part of Ward 3. There's almost nobody out there, but it's closer. Ms. Kindell asked how the Ward 8 residents will feel about going to Ward 3. Ms. Oubre responded that it is a very diverse ward already. Ms. Penner noted the airport is in the middle of it.

Ms. Penner suggested splitting Precinct 305 approximately diagonally along the creek with the northwestern part in Ward 3, along with the knob at the southwestern corner, and the southeastern part in Ward 8. Ms. Kindell was concerned that might disrupt the rural feel of Ward 3. She suggested Precincts 304 and 305 be completely in Ward 8, and Precinct 301 all be in Ward 3, because Precincts 304 and 305 seem much more urban, and while there is development in Precinct 301, there's also a lot of open space that looks akin to a lot of the rest of Ward 3. Wards 300 and 301 would be Ward 3. Ms. Green indicated that took too much out of Ward 3. Ms. Penner pointed out there were two squares of Precinct 303 originally in Ward 3, between 60th and 48th from Tecumseh down to Robinson. She also suggested taking the two northern precincts that are split with Moore (Precincts 213 and 217) and putting them in Ward 3. Ms. Kindell suggested only the part on the west side of I-35. Ms. Green reported we still need some people in 3. She suggested putting Precinct 304 back in Ward 3; Mr. Stewart agreed. Ms. Green indicated that's too much; Precinct 304 was returned to Ward 8.

Ms. McFall asked if all the wards are within range. Ms. Penner responded that if Ward 3 is our lowest population ward, then the largest population ward couldn't be more than 4.46 above target.

Ms. Braly asked to look at taking the southwest corner of Precinct 302 that runs along Highway 77 north of Tecumseh into Ward 3, with the remainder of the precinct in Ward 8. Ms. Green indicated that Ward 8 needs population. Ms. Penner commented that Ward 6 needs to shrink, so we should add chunks of Ward 6 to Ward 8. Precinct 317 was suggested to be added to Ward 8. Mr. Whittington objected; he said he can't imagine they would grow much more than what they already are, because there's no place for them to grow. Ms. Kindell asked to see what moving Precinct 317 from Ward 6 to Ward 8 would do for the numbers; Ms. Penner reported it put Ward 8 over target. Ms. Kindell suggested moving the section of Precinct 319 east of Porter from Ward 8 into Ward 6. Ms. Penner noted that puts Ward 8 almost right on the money; Ms. Green added that Ward 6 is not bad with that change.

Ms. McFall asked about the overall numbers. Ms. Kindell said Ward 7 needs to come down and maybe Ward 1 up; she suggested moving the triangle that is Precinct 330 from Ward 7 into Ward 1. Ms. Penner thought this triangle culturally fits in really well with Ward 1. That puts Ward 7 right on the money; Ward 1 is a little high. Ms. Green agreed Ward 1 is a little high, and Ward 3 is a little low, but it's not a bad map.

Ms. Kindell suggested moving the east half of Precinct 339, east of 36th, out of Ward 1 and into Ward 5. Ms. Penner reported that brings Ward 1 into range. We can take a couple people out of 5 by taking Precincts 340 and 341, just north, and making them whole by putting the rest of these two into Ward 6, because Ward 6 is a little low right now and we might need to shift some people over; it will unsplit two precincts. Ms. Kindell expressed concern that wouldn't jive with Ward 6 if it is zoned agricultural. Ms. Green said that actually gets everything into overall range. She ran an integrity check, which showed the largest ward is 4.13 over and the smallest is 5.54 under, which is a range of 9.67. This map is acceptable as far as population deviation goes.

Ms. Green commented that the committee needs to decide if this is acceptable. Ms. Penner said the Ward 1 lines look acceptable. Ms. McFall was fine with Ward 4 lines. Ms. Kindell was concerned about the most recent change to Ward 5; even though it unsplit precincts, they feel very strongly that they are rural Ward 5. Mr. Whittington said he feels like Precinct 317 is the core of Ward 6. Mr. Stewart thought Ward 3 became a little bit dysfunctional.

Ms. McFall asked what happens if Precinct 317 is not moved. Ms. Green reported Ward 6 is up 22%; Ward 8 is down 23%. Ms. Kindell suggested moving all of Precinct 319 back to Ward 8. Mr. Whittington asked about splitting Precinct 317. Ms. Oubre felt that area is definitely more common interest with north and east of there; but that doesn't really get us where we need to be in the numbers.

Ms. Kindell asked to put the two squares that were moved from Ward 5 into Ward 6 back into Ward 5 and see what that does to Ward 6's numbers; 36th has been the natural break where the urban and the rural meet. So Ward 6 is now still at 15. Ms. Penner added Ward 1 is a little high; it's pretty close.

Ms. Kindell asked if Ward 5 and Ward 3 could meet; it's rural all across the northern part. Ms. Penner suggested adding Precinct 343 and everything north of it from Ward 6 into Ward 5. Ms. Green pointed out that Ward 5 is already 5.33 high. Ms. Penner noted Wards 1 and 7 are both a little high already, so we can't really expand either of them into Ward 5.

Ms. Green commented Ward 8 needs population and Ward 6 needs to lose population. Ms. Penner suggested reconfiguring Wards 3 and 8 back closer to where they were originally, by moving Precinct 304 back to Ward 3 and then Precincts 301 and 302 back to Ward 8. Ms. Green reported Ward 3 still needs a little bit more and Ward 8 still needs a lot more, because there aren't a lot of people in that area. Ms. Kindell recommended the line along 48th needs to go back to Ward 3 from Ward 8, the area that unsplit Precincts 301 and 303. Precinct 304 needs to go back to Ward 8. Ms. Green said Ward 3 needs quite a few more. Mr. Stewart suggested adding Precinct 305 to Ward 3. Ms. Green thought that may be too many, but suggested trying the creek split that was suggested on the end of Ward 8. Ms. Penner agreed. Ms. Green reported that gets Ward 3 back to an acceptable number, but Ward 8 needs a lot of people. Ms. Penner suggested splitting Precinct 343. Ms. Kindell noted that would be getting out of contiguous and

doesn't make sense. She commented that Precinct 317 would solve a lot. Ms. McFall asked about trying Precinct 341. Ms. Green indicated that would cut off part of Ward 6 and would make a non-contiguous ward.

Ms. Kindell commented that it doesn't make sense to have rural east side with far west side development residential. She suggested putting Precinct 317 in Ward 8. Mr. Whittington asked to see what it would look like to split Ward 6 along Porter with Precinct 317 going to Ward 8. Ms. Oubre suggested splitting Precinct 319 down Porter as well. Ms. Penner said that is a perfect range; Ward 8 is only 15 people off now.

Ms. Green noted Ward 6 needs some more people. Ms. Kindell suggested to continue to split down Porter on Precinct 319, which is just one neighborhood; Porter is a dividing line for elementary schools. Ms. Penner commented that Ward 5 needs to come down a little, and Ward 8 needs to come up a little.

Ms. Kindell suggested Ward 8 get all of Precinct 305, and adding the northeast part of Precinct 301, north of Franklin, into Ward 3, along with Precinct 213 north of Indian Hills and west of I-35. Ms. Green reported Ward 3 is okay percentage wise. Ward 5 is the only one that's out of whack, and it's not so out of whack that it affects anything else.

Ms. Schmidt suggested considering this the first draft, think about it and look at it, and then come back. Ms. Penner said she didn't have any immediate issues with this draft. Ms. Braly said it makes sense. Ms. McFall said it looks like the population numbers are right.

Ms. Kindell asked the downside of voting on it, and the upside of leaving it as a draft. Ms. Green responded that the committee could vote on it and go to public hearing and get input from the public, if you feel like you've done as much as you can as a committee and you want public input, then you could come back and use their input to go forward.

Mr. Whittington said everybody should consider their position with their own wards. I tried to keep 317, but there's no way around it, so that's how I feel from Ward 6.

Ms. Kindell commented at whatever point we go to the public input, we're going to hear great things and bad things. There's no way around that, so do we really want to have two or three meetings before we solicit the public input to then move forward? Ms. Penner said we need the public input as quickly as we can.

Mr. Tall Bear commented it's good to get public input. This is a data-driven decision. We had no political agenda. We looked at the numbers and we presented – and I think it would be good to see if it's a hit or a miss. If it's a miss, then we'll come back, but I think we have a good start. I think you guys did really good and represented your areas well.

Ms. Kindell moved to offer this map for public input as our decided map. Mr. Whittington seconded. The motion carried unanimously on a voice vote.

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May 25, 2022
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* * *

Item No. 6, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Staff will look at possible meeting dates and email Committee members about their availability.

* * *

Item No. 7, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 8:08 p.m.

Passed and approved this 6th day of July, 2022.


Sara McFall, Secretary
Reapportionment Ad Hoc Committee

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

June 15, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Council Chambers of the Norman Municipal Building at 201 West Gray Street on Wednesday, June 15, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:
CALL TO ORDER.

Chair Chris Tall Bear called the meeting to order at 6:32 p.m.

* * *

Item No. 2, being:
ROLL CALL.

MEMBERS PRESENT

Alli Penner, Ward 1
Lisa Schmidt, Ward 2
Sara McFall, Ward 4
Maria Kindell, Ward 5
Joshua Whittington, Ward 6
Alison Behrens Braly, Ward 7
Christopher Tall Bear, At Large

MEMBERS ABSENT

Wade Stewart, Ward 3
Rebecca Oubre, Ward 8

A quorum was present.

CITY STAFF PRESENT

Joyce Green, GIS Services Manager
Kathryn Walker, City Attorney
Roné Tromble, Administrative Technician
Bryce Holland, Multimedia Specialist

* * *

Item No. 3, being:

CALL FOR A PUBLIC HEARING REGARDING PROPOSED REDISTRICTING OF CITY WARDS.

Lisa Schmidt moved to hold a public hearing. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

*

Norman Reapportionment
Ad Hoc Committee Minutes
June 15, 2022
Page 2

PRESENTATION OF THE PROPOSED REDISTRICTING PLAN BY CHAIR CHRIS TALL BEAR.

Kathryn Walker, City Attorney, reviewed the legal framework that governs reapportionment or redistricting.

Chair Chris Tall Bear presented the proposed redistricting plan, reviewing the starting percentage deviation, population taken from other wards and/or given to other wards, and ending percentage deviation for each of the eight wards.

*

PUBLIC COMMENT REGARDING THE PROPOSED WARD BOUNDARIES.

No one in the audience offered comments.

*

CLOSING PUBLIC HEARING.

Alli Penner moved to close the public hearing. Lisa Schmidt seconded the motion. The motion passed unanimously on a voice vote.

Item No. 4, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

The next meeting of the Committee is scheduled for Wednesday, July 6, 2022 at 6:30 p.m.

Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:44 p.m.

Passed and approved this 6 day of July, 2022.


Sara McFall, Secretary
Reapportionment Ad Hoc Committee

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

July 6, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, July 6, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Chairman Tall Bear called the meeting to order at 6:31 p.m.

* * *

Item No. 2, being:

ROLL CALL.

MEMBERS PRESENT

Lisa Schmidt, Ward 2
Wade Stewart, Ward 3
Sara McFall, Ward 4
Maria Kindell, Ward 5 (arrived after roll call)
Joshua Whittington, Ward 6
Alison Behrens Braly, Ward 7
Rebecca Oubre, Ward 8
Christopher Tall Bear, At Large

MEMBERS ABSENT

Alli Penner, Ward 1

A quorum was present.

CITY STAFF PRESENT

Joyce Green, GIS Services Manager
Kathryn Walker, City Attorney
Roné Tromble, Administrative Technician

* * *

Item No. 3, being:

APPROVAL OF MINUTES:

May 25, 2022 Meeting

June 15, 2022 Public Hearing

Joshua Whittington moved to approve the minutes of the May 25, 2022 Meeting and the June 15, 2022 Public Hearing as presented. Alison Braly seconded the motion. The motion was approved unanimously by voice vote.

* * *

Item No. 4, being:

DISCUSSION OF PUBLIC HEARING TESTIMONY.

Chairman Tall Bear reported that there were no public comments presented at the public hearing.

Ms. Schmidt reported that she received a couple of comments when she posted it on Ward 2's page, but nothing controversial.

Lisa Schmidt moved to forward Resolution No. RAHCR-2223-1 to City Council. Maria Kindell seconded the motion.

YEAS	Lisa Schmidt, Wade Stewart, Sara McFall, Maria Kindell, Joshua Whittington, Alison Behrens Braly, Rebecca Oubre, Christopher Tall Bear
NAYS	None
ABSENT	Alli Penner

The motion to forward Resolution No. RAHCR-2223-1 to City Council, carried unanimously, by a vote of 8-0.

Ms. Walker reported that this will be forwarded to City Council and they will have to schedule their own public hearing within 30 days, then they will adopt, reject, or amend the boundaries.

* * *

Item No. 5, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Ms. Kindell asked if this will be affected by a special vote in August about how Reapportionment Committees are handled in the future. Ms. Walker said it will not be affected by that. She explained that will address some issues in the language that came up with regard to timelines for various actions to take place, which were sometimes in conflict because of delays which occurred due to Covid.

Ms. McFall commented that she thought the committee did a great job.

* * *

Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:38 p.m.

Sara McFall, Secretary
Reapportionment Ad Hoc Committee

O-2223-8

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.

§ 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua

Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road;

thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson

Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

- § 10. That a map has been drawn reflecting the boundaries set forth in Sections 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.
- § 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- § 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.
- § 13. Severability. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Resolution

RAHCR-2223-1

A RESOLUTION OF THE REAPPORTIONMENT AD HOC
COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA,
RECOMMENDING THE READJUSTMENT OF THE
WARDS AND THEIR BOUNDARIES.

- § 1. WHEREAS, the Reapportionment Ad Hoc Committee of the City of Norman has met and recommended that the wards and their boundaries be formed so as to equalize as nearly as practicable the population of the several wards, to conform with the requirements of the Charter; and
- § 2. WHEREAS, a public hearing was held by the Reapportionment Ad Hoc Committee on June 15, 2022 at the Norman Municipal Building for the purpose of eliciting public discussion on the proposed boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE REAPPORTIONMENT AD HOC COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the City of Norman be reapportioned into eight (8) wards, one (1) through eight (8) respectively. The boundary lines are hereby described as follows and attached hereto is a map, which is made a part of this resolution showing the wards and their boundaries.
- § 4. Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.



- § 5. Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

- § 6. Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

- § 7. Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

- § 8. Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road; thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

- § 9. Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

- § 10. Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

- § 11. Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35;

thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

- § 12. That a map has been drawn reflecting the boundaries set forth in Sections 4 through 11 herein, and that said map is attached hereto and made a part hereof.

PASSED AND ADOPTED this 6th day of July, 2022.



Chairman, Norman Reapportionment Commission

Reapportionment Ad Hoc Committee Public Hearing

June 15, 2022



Legal Framework Governing Reapportionment

Criteria and Process

- City Charter
- 14th Amendment of the US Constitution
- Federal Voting Rights Act
- Oklahoma State Law
- Various Federal Court Cases

Reapportionment Criteria

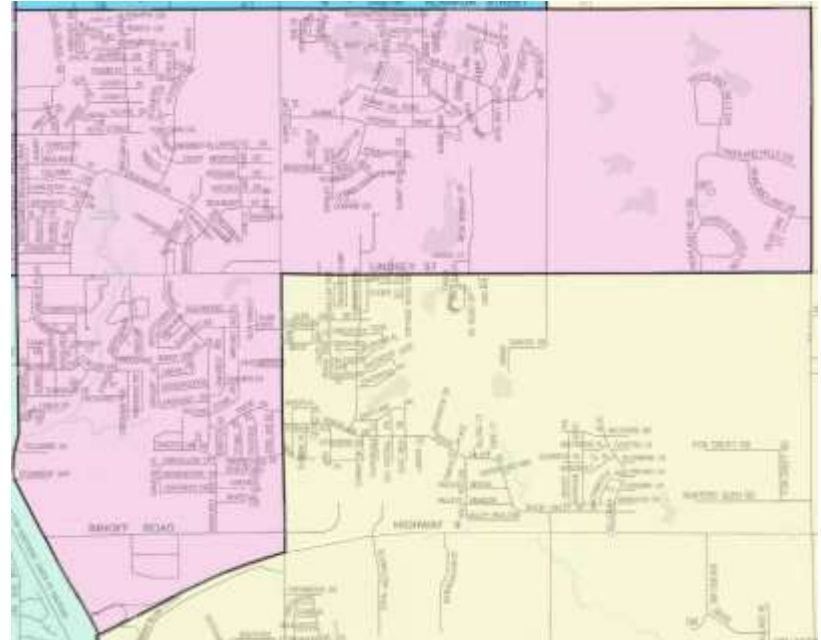
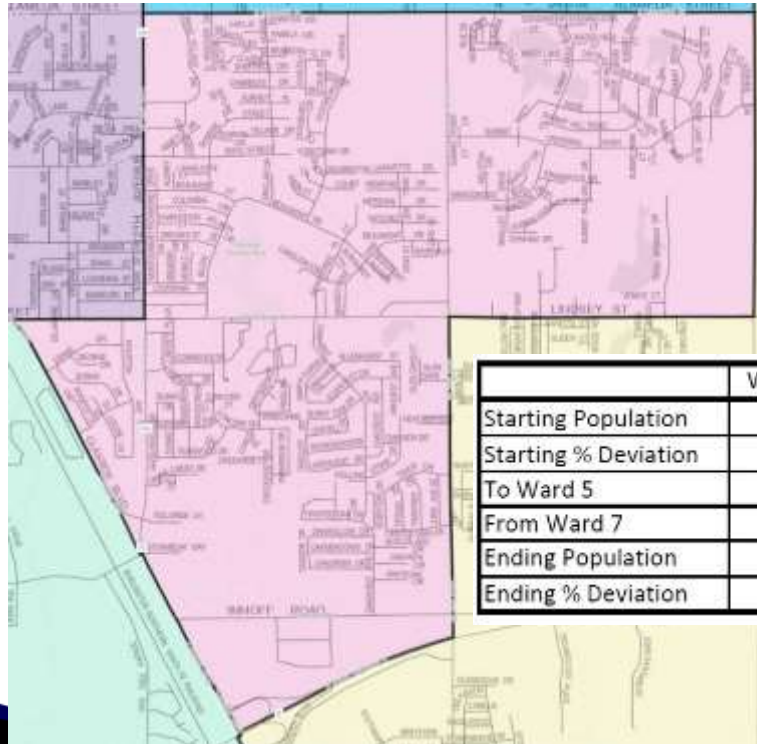
- **Equalize population (total deviation range of 10%)**
- Draw compact and contiguous wards as possible
- Maintain communities of interest where possible
- Use easily recognized physical boundaries
- Do not split precincts where possible

Ward 1

Item 17.

Proposed

Current



Ward 2

Proposed



	Ward 2
Starting Population	14,845
Starting % Deviation	-7.24
From Ward 8	1912
To Ward 4	1,501
Ending Population	15,256
Ending % Deviation	-4.67

Current



Ward 3

Proposed



Current



	Ward 3
Starting Population	14,824
Starting % Deviation	-7.37
From Ward 8	768
Ending Population	15,592
Ending % Deviation	-2.57

Ward 4

Item 17.

Proposed



	Ward 4
Starting Population	14,129
Starting % Deviation	-11.71
From Ward 2	1,501
From Ward 7	386
From Ward 8	614
Ending Population	16,630
Ending % Deviation	3.92

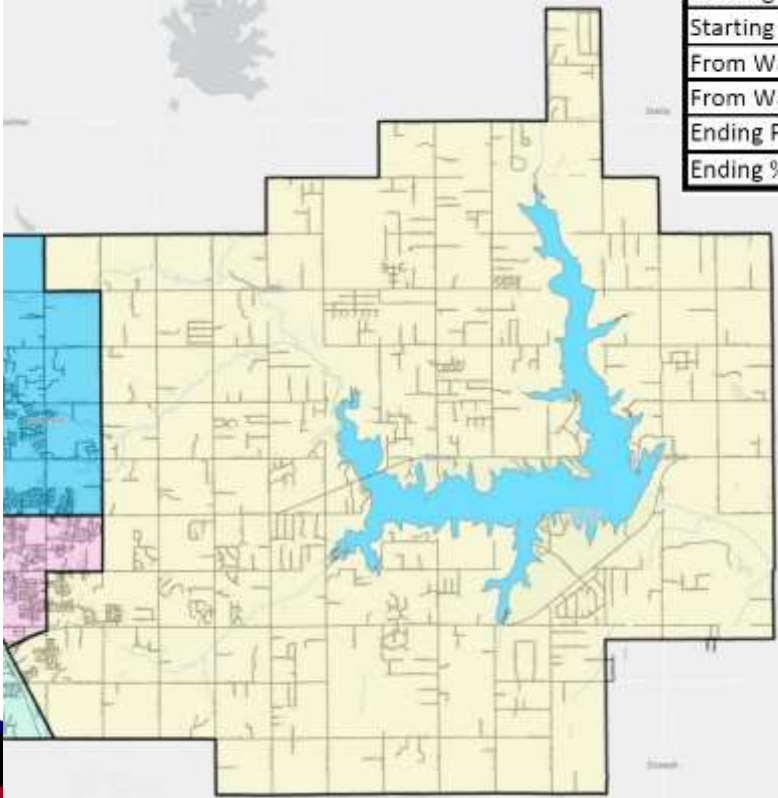
Current



Ward 5

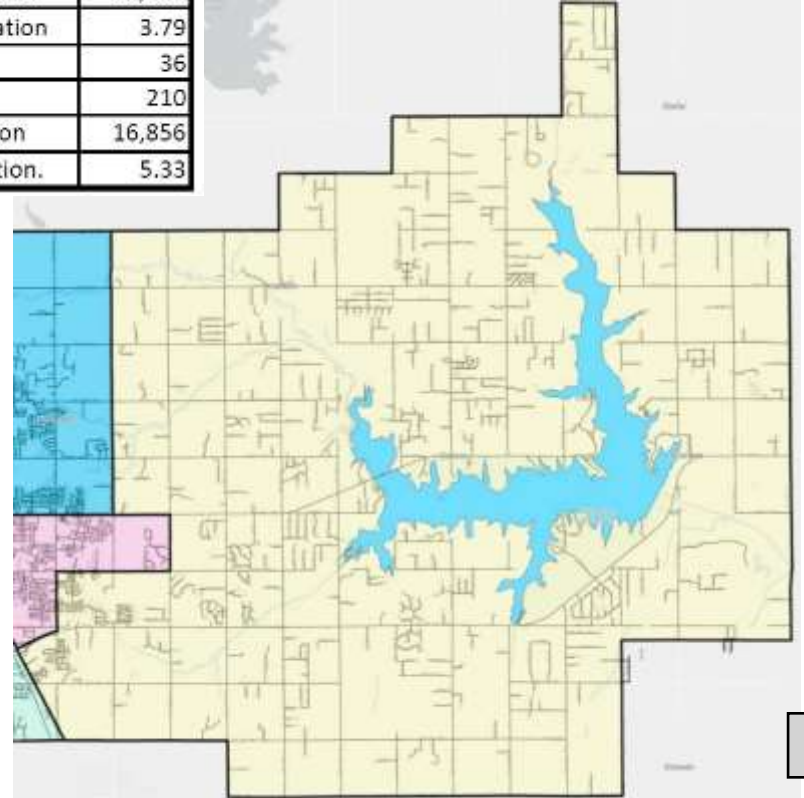
Item 17.

Proposed



	Ward 5
Starting Population	16,610
Starting % Deviation	3.79
From Ward 6	36
From Ward 1	210
Ending Population	16,856
Ending % Deviation.	5.33

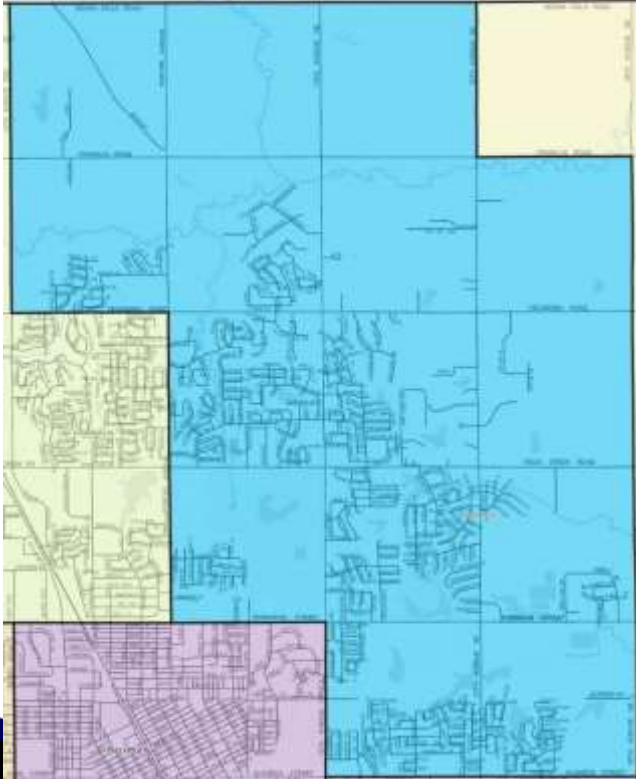
Current



Ward 6

Item 17.

Proposed



	Ward 6
Starting Population	18,515
Starting % Deviation	15.70
To Ward 5	36.00
To Ward 8	3960
From Ward 8	803
Ending Population	15,322
Ending % Deviation	-4.26

Current



Ward 7

Proposed



Current

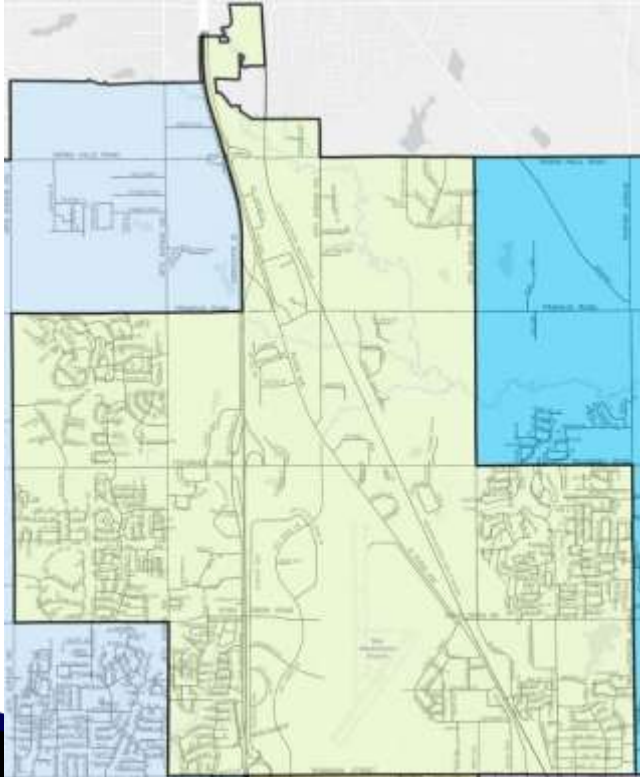


	Ward 7
Starting Population	18,309
Starting % Deviation	14.41
To Ward 1	1856
To Ward 4	386
Ending Population	16,067
Ending % Deviation	0.40

Ward 8

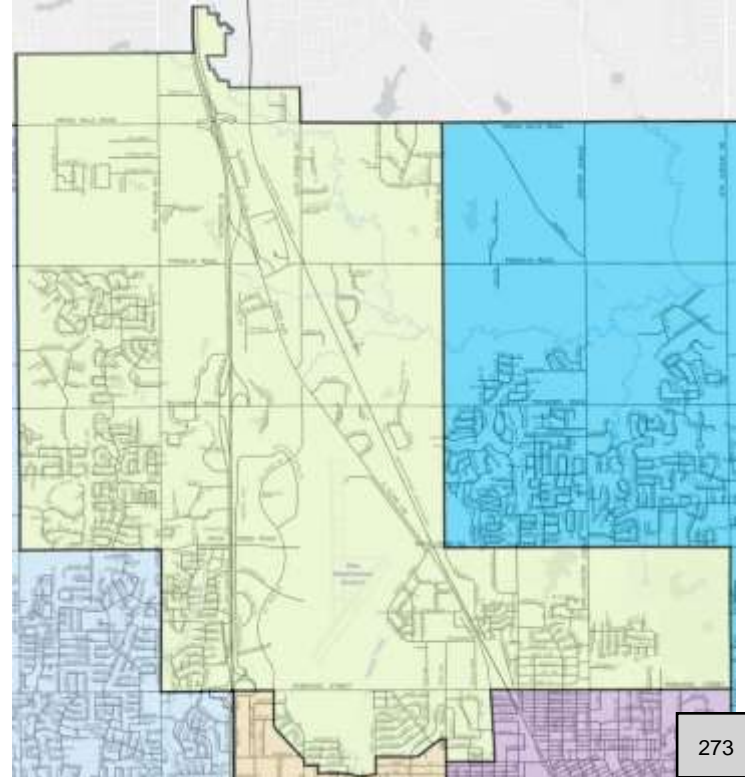
Item 17.

Proposed



	Ward 8
Starting Population	15,776
Starting % Deviation	-1.42
To Ward 2	1912
To Ward 3	768
To Ward 4	614
To Ward 6	803
From Ward 6	3960
Ending Population	15,639
Ending % Deviation	-2.27

Current



Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8
Starting Population 15,010	Starting Population 14,881	Starting Population 15,824	Starting Population 14,129	Starting Population 15,810	Starting Population 15,313	Starting Population 15,300	Starting Population 15,770
Starting % Deviation -6.18	Starting % Deviation -7.28	Starting % Deviation -7.87	Starting % Deviation -11.71	Starting % Deviation 8.29	Starting % Deviation 15.39	Starting % Deviation 14.41	Starting % Deviation -6.42
To Ward 5 210	From Ward 6 1811	From Ward 6 706	From Ward 2 1,552	From Ward 8 80	To Ward 1 1874	To Ward 3 1912	To Ward 5 768
From Ward 7 1874	To Ward 4 1,381	From Ward 7 860	From Ward 1 235	To Ward 6 800	To Ward 4 800	To Ward 5 614	To Ward 6 800
		From Ward 8 800	From Ward 5 800	From Ward 6 800		From Ward 6 800	
Ending Population 16,064	Ending Population 15,250	Ending Population 15,593	Ending Population 16,200	Ending Population 16,890	Ending Population 15,312	Ending Population 16,089	Ending Population 15,690
Ending % Deviation 4.13	Ending % Deviation -4.67	Ending % Deviation -2.57	Ending % Deviation 3.52	Ending % Deviation 5.31	Ending % Deviation -4.38	Ending % Deviation 0.46	Ending % Deviation -2.27

