

## CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, January 14, 2025 at 6:30 PM

## **AGENDA**

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

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

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

**CALL TO ORDER** 

**ROLL CALL** 

PLEDGE OF ALLEGIANCE

**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 15 be placed on the consent docket.

#### **APPROVAL OF MINUTES**

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

CITY COUNCIL OVERSIGHT MEETING MINUTES OF OCTOBER 24, 2023, NOVEMBER 12, 2020, JANUARY 11, 2024, OCTOBER 10, 2024

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF DECEMBER 19, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF JANUARY 23, 2024

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 24, 2023, NOVEMBER 28, 2023, FEBRUARY 6, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF AUGUST 24, 2021, JULY 11, 2023, AUGUST 22. 2023, OCTOBER 24, 2023 AND NOVEMBER 14, 2023, NOVEMBER 28, 2023 AND DECEMBER 12, 2023.

## **First Reading Ordinance**

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE SOUTHEAST)

## **Reports/Communications**

3. 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.

## **Certificate of Survey**

- 4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-4: FOR LOVETT RANCH AND EASEMENT NOS. E-2425-7, E-2425-8, E-2425-9 AND E-2425-11 (GENERALLY LOCATED ON THE NORTH SIDE OF POST OAK ROAD APPROXIMATELY ½ MILE EAST OF 72ND AVENUE SE).
- 5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-4 FOR INDIAN HILLS SPORTS COMPLEX AND EASEMENT NUMBER E-2425-10 (GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF INDIAN HILLS ROAD AND 60TH AVENUE N.W).

#### **Easement**

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2425-1: FOR LOT 5A (formerly 5 & 6), BLOCK 4, FOUNTAIN VIEW ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4202 Farm Hill Road)

## Final Plat

7. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-4 FINAL PLAT FOR SOONER KIA OF NORMAN, A SIMPLE PLANNED UNIT DEVELOPMENT, A REPLAT OF THE AMENDED PLAT FOR STIDHAM ADDITION NO. 1 (LOCATED AT 418 INTERSTATE DRIVE).

#### Contracts

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY FOR CHANGE ORDER 1 AND FINAL ACCEPTANCE OF CONTRACT K-2324-4 AND FINAL PAYMENT OF \$23,003.28 FOR THE FYE 2024 BRIDGE MAINTENANCE PROGRAM.

- 9. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-27, CONTRACT K-2425-74 BY AND BETWEEN: THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$248,980, PERFORMANCE BOND B-2425-37, STATUTORY BOND B-2425-38, AND MAINTENANCE BOND MB-2425-25 FOR THE IMHOFF ROAD WIDENING CRIMSON FLATS CONSTRUCTION PROJECT; ADOPTION OF RESOLUTION R-2425-73 GRANTING TAX EXEMPT STATUS; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-79: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TFR ENTERPRISES INC., AWARDING PRE-POSITION AGREEMENT FOR DISASTER DEBRIS REMOVAL SERVICES.
- 11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-81: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LOOKS GREAT SERVICES OF MS, INC., AWARDING PRE-POSITION AGREEMENT FOR DISASTER DEBRIS REMOVAL SERVICES.
- 12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL IN THE AMOUNT OF \$127,098 FOR DESIGN SERVICES FOR ONE MILE OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72<sup>nd</sup> AVENUE SE AND 84<sup>th</sup> AVENUE SE WITH BUDGET TRANSFER (\$127,098 FROM THE ASP AVENUE PARKING LOT) TO STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.
- 13. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-87: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT TAP3-8650(004)TP, STATE JOB 38650(04), TO PROVIDE TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72<sup>nd</sup> AVENUE SE AND 84<sup>th</sup> AVENUE SE WITH BUDGET TRANSFER (\$242,500 FROM THE ASP AVENUE PARKING LOT) AND ADOPTION OF RESOLUTION R-2425-79.

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-142: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., DECREASING THE CONTRACT AMOUNT BY \$72,685.00, FOR A REVISED CONTRACT AMOUNT OF \$3,177,571.00, FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$152,565.75.

#### Resolutions

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$825,000 FROM THE 2021 STREET MAINTENANCE GENERAL OBLIGATION BOND FUND BALANCE ACCOUNT TO THE 48<sup>TH</sup> AVE NW MAIN TO ROBINSON AND EAST INTERSTATE DRIVE ROBINSON TO ROCK CREEK; ADDING PROJECT LOCATIONS AS OUTLINED IN THE STAFF REPORT

#### **NON-CONSENT ITEMS**

## **Public Hearings**

16. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$46,776 TO THE CITY OF NORMAN, THE MOORE POLICE DEPARTMENT, AND THE CLEVELAND COUNTY SHERIFF'S OFFICE FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$30,205 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR ADVANCED SPECIALTY EQUIPMENT AND TRAINING (AND ASSOCIATED TRAVEL) AND SOFTWARE; APPROVAL OF CONTRACT K-2425-91; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

## **Second Reading Ordinance**

- 17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535, HISTORIC DISTRICT COMMISSION REQUIREMENT; AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENSION FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
- 18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY ATTORNEY CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.
- 19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2425-78: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND RICKEY J. KNIGHTON II, SETTING FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT AS CITY ATTORNEY.

#### **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, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT MEETING MINUTES OF OCTOBER 24, 2023, NOVEMBER 12, 2020, JANUARY 11, 2024, OCTOBER 10, 2024

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF DECEMBER 19, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF JANUARY 23, 2024

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 24, 2023, NOVEMBER 28, 2023, FEBRUARY 6, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF AUGUST 24, 2021, JULY 11, 2023, AUGUST 22. 2023, OCTOBER 24, 2023 AND NOVEMBER 14, 2023, NOVEMBER 28, 2023 AND DECEMBER 12, 2023.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS

FOLLOWS:

CITY COUNCIL OVERSIGHT MEETING MINUTES OF

OCTOBER 24, 2023, NOVEMBER 12, 2020, JANUARY 11, 2024,

OCTOBER 10, 2024

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF

DECEMBER 19, 2024.

CITY COUNCIL CONFERENCE MEETING MINUTES OF

JANUARY 23, 2024

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 24, 2023,

NOVEMBER 28, 2023, FEBRUARY 6, 2024.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTORITY, NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF AUGUST 24, 2021, JULY 11, 2023, AUGUST 22. 2023, OCTOBER 24, 2023 AND NOVEMBER 14, 2023,

NOVEMBER 28, 2023 AND DECEMBER 12, 2023.



# CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

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

Tuesday, October 24, 2023 at 5:30 PM

## **MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 24th day of October, 2023, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

#### **PRESENT**

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### **AGENDA ITEMS**

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

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

## Item 1, continued

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

The Special Session was adjourned out of at 5:32 p.m. and an Executive Session was convened.

Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney, were in attendance in the Executive Session.

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

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

The Executive Session was adjourned out of at 6:15 p.m. and the Special Session was reconvened.

Pending class action litigation against 3m Company and E.I. Dupont De Nemours and Company and other defendants involving Per- And Polyfluoroalkyl Substances (PFAS) contamination Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-Mn-2873, United States District Court, District of South Carolina, was discussed in Executive Session. No action was taken and no votes were cast.

#### **ADJOURNMENT**

The meeting adjourned at 6:16 p.m.

| ATTEST:    |       |
|------------|-------|
| City Clerk | Mayor |



## CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Thursday, November 28, 2023 at 5:30 PM

## **MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, November 28, 2023, at 5:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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 Heikkila called the Meeting to Order at 5:30 p.m.

#### **ROLL CALL:**

#### Present:

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

#### **AGENDA ITEMS**

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

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

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

The City Council adjourned into Executive Session at 5:33 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.

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

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

The Executive Session was adjourned out of and the Special Session was reconvened at 6:15 p.m.

Pending Class Action Litigation in the case of T 3M Company and E.I. Dupont De Nemours and Company and other defendants involving PFAS contamination in re: Aqueous Film-Forming Foam Products Liability Litigation, MDL No. 2:18-MN-2873, United States District Court, District of South Carolina was discussed in Executive Session. No action was taken and no votes were cast.

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# ADJOURNMENT The Meeting Adia

The Meeting Adjourned at 6:17 p.m.

| ATTEST:    |       |  |
|------------|-------|--|
|            |       |  |
| City Clerk | Mayor |  |



# CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

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

Tuesday, February 6, 2024 at 5:30 PM

## **MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 6th day of February, 2024, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

**PRESENT** 

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

ABSENT NONE

#### **AGENDA ITEMS**

1. CONSIDERATION OF ORDINANCE O-2324-34 UPON FIRST READING BY TITLE: AN ORDINANCE CLOSING 66' OF 24<sup>TH</sup> AVENUE S.E. IN THE STATUTORY RIGHT-OF-WAY

Motion by Councilmember Foreman, with the motion being duly seconded by Councilmember Holman.

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

Abstain: Councilmember Ward 8 Peacock

Ordinance was then adopted on First Reading by title.

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## 2. UPDATE FROM RDG PLANNING AND DESIGN ON THE AIM NORMAN PROJECT.

Ms. Amy Haase with RDG presented an AIM Project update. She reported that all of the Sub-Committees have had a chance to meet and discuss the plan and it has been a productive process. As of today, there have been over 8,000 visits to the website, 1,300 responses in total with approximately 200 responses concerning transportation. The City has held over 17 pop up events and received 180 comment cards. Moving forward, the Committee needs to determine what the 2045 growth projection will be because this is critical for building out our land use plans, infrastructure plans, etc. After much discussion in December, it was determined that approximately 185,000 would be the population in 2045. This number will be used to build all the other plans and a four-month process started in January 2024 with Steering Committee workshops, then in February and March there will be Neighborhood Workshops eventually ending with Draft Development of the Land Use Plan in April. Based on information gathered in the neighborhood workshops, RDG developed six scenarios and from those, the Committee chose one growth scenario to focus our plans on.

Councilmember Holman commented that the growth rate shown of 1.5% is conservative based on the historic growth rate for Norman. Sometimes the growth in the Oklahoma City metro area can affect the growth of surrounding cities like Norman.

The AIM Norman Housing Sub-Committee is also looking at this possibility.

Councilmember Foreman was concerned about the potential turnpike coming through Norman and how it could affect the overall Master Plan. She asked how it would be accounted for this during the process of creating the master plan.

RDG replied that there are optional plans if the turnpike does come through Norman that could be utilized without having to start from scratch. This is a living document that should change as time goes on.

Mayor Heikkila stated that once the plan is complete, it can be reviewed every five years if incremental changes are needed.

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# 3. DISCUSSION REGARDING THE FYE 2025 CAPITAL IMPROVEMENTS PROGRAM BUDGET AND THE FYE 2026-2029 CAPITAL IMPROVEMENTS PLAN.

Kim Coffman, Budget Manager reviewed the presentation. There will be a discussion on proposed new projects and midpoint evaluations done on February 6, 2024 and the next meeting scheduled is on May 7, 2024, to review the final proposed plan for FYE 2025.

Bond Programs that were reviewed are:

- 1. Street Maintenance FYE 2022
- 2. Transportation Bond FYE 2019
- 3. Bridge Maintenance Bond Program FYE 2023
- 4. Transportation Stormwater Bond Program FYE 2012

Capital Sales Tax Guidelines to allocate new revenue was reviewed.

Status of the Capital Fund shows that FYE 24 estimated available for new projects is

Item 3, continued:

-\$3,142,058 and FYE 25 projected available for new projects is \$262,353.

The reason for the deficit is that there is a certain amount of reserves on the bonds that we have to keep available. These funds have to be spent on certain projects over time unless the project is cancelled.

Mr. Anthony Francisco, Director of Finance, said that many of the requests that we are receiving from Council are related to sidewalk projects. Public Works is doing the best that they can to work those in the budget, but Council might want to reallocate some funding toward sidewalks.

Councilmember Holman remarked that he would like to look at a design for the Cedar Lane Road Extension and thinks this could be a future bond project. He is not interested in taking this out of the General Fund.

Councilmember Grant asked about the Reed Avenue Reconstruction and Mr. Scott Sturtz, Interim Public Works Director, explained about widening and stormwater issues related to this project. She also asked about Main Street 2-Way Conversion project and Mr. Sturtz explained that the initial \$600,000 is for design.

Councilmember Peacock asked if the RTA tax will cover the cost of stations? Mr. Taylor Johnson, Transit and Parking Program Manager, responded it would cover this cost. Mr. Darrel Pyle, City Manager, stated that it could possibly go to a vote in November 2024.

Councilmember Holman said his recollection is that the standard station is what RTA would provide and if we want anything nicer, the City would have to pay for those upgrades. He asked if there were any updates regarding the Griffin property?

Mr. Pyle indicated that there is still no action. However, the community is starting to put pressure on the State because the City has plans for that real property.

We recognize there is a lot of investment in Amtrak, which is tied into the next federal budget, we will see activity that will invest into Amtrak and RTA will not have to pay for those assets themselves.

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# 4. DISCUSSION REGARDING AN ORDINANCE AMENDMENT TO AMEND THE MAXIMUM BUILDING COVERAGE IN RESIDENTIAL ZONING DISTRICTS.

Ms. Jane Hudson, Planning & Community Development Director, presented information regarding the overall building coverage on a residential lot (40%) and overall lot coverage (65%). If a resident needs to go over that percentage, they put in an application with the Board of Adjustment. Since 2012 there have been 22 applications. The time and cost for the application and Board of Adjustment is 30 days or more and approximately \$500 to the applicant.

The Accessory Dwelling Units sometimes push applicants over the 40%.

#### Item 4, continued:

The amendment to this Ordinance is to remove the building coverage maximum of 40% for the following districts:

- R-1, Single Family Dwelling District
- R-1-A, Single Family Attached Dwelling Unit
- R-2, Two Family Dwelling District
- RM-6, Medium Density Apartment District
- R-3, Multifamily Dwelling District
- RO, Residence Office District

The impervious coverage maximum will stay at 65%.

\* \* \* \* \*

5. DISCUSSION REGARDING AN ORDINANCE AMENDMENT TO ALLOW FOR ACCESSORY DWELLING UNITS (ADU) IN RESIDENTIAL ZONING DISTRICTS.

Ms. Hudson presented the information regarding allowing ADUs in residential zoning districts and in agricultural districts. This would include the following:

- A-1, General Agricultural District
- A-2, Rural Agricultural District
- · RE, Residential Estate Dwelling District
- R-1, Single Family Dwelling District
- R-1-A, Single Family Attached Dwelling District

The maximum allowed in R-1 District is 650 square feet. This is to get the ADU's into the Single Family District. The height cannot exceed the principal dwelling unit, two-unit maximum per lot in R-1, mobile homes are not permitted to be used as ADU in any district and connection fees for utilities cannot be waived. This is planned for the February 2024 Planning Commission agenda if Council is in support.

\* \* \* \* \*

6. CONSIDERATION OF ADJOURNING INTO EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY LOCATED AT 1305 TRIAD VILLAGE DRIVE AND 5451 HUETTNER DRIVE, NORMAN, OKLAHOMA.

Motion made by Councilmember Peacock. Seconded by Councilmember Holman.

Voting Yea: Mayor Heikkila, Councilmember Ball, Councilmember Foreman, Councilmember Grant, Councilmember Holman, Councilmember Montoya, Councilmember Nash, Councilmember Peacock, and Councilmember Schueler.

The City Council adjourned into Executive Session at 7:17 p.m.

Item 6, continued:

Ms. Kathryn Walker, City Attorney; Mr. Darrel Pyle, City Manager; Ms. Beth Muckala, Assistant City Attorney; and Mr.

Anthony Francisco, Director of Finance and Ms. Lisa Krieg, CDBG Grants Manager, were in attendance at the Executive Session.

Motion made by Councilmember Foreman. Seconded by Councilmember Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ball, Councilmember Foreman, Councilmember Grant, Councilmember Holman, Councilmember Montoya, Councilmember Nash, Councilmember Peacock, and Councilmember Schueler.

The purchase or appraisal of real property located at 1305 Triad Village Drive and 5451 Huettner Drive was discussed in Executive Session. No votes were cast and no action was taken.

The Executive Session was adjourned and the Special Session was reconvened at 8:26 p.m.

\* \* \* \*

## **ADJOURNMENT**

| The meeting was adjourned at 8:27 p.m. |       |
|--|-------|
| ATTEST:                                |       |
|  |       |
|  |       |
| City Clerk                             | Mayor |





# CITY OF NORMAN, OK CITY COUNCIL OVERSIGHT COMMITTEE MEETING

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

Thursday, November 12, 2020 at 4:00 PM

## **MINUTES**

Virtual Meeting of the City Council Oversight Committee was Hosted at the Municipal Building Council Chambers, 201 West Gray, Norman, Cleveland County, State of Oklahoma on the 12<sup>th</sup> day of November, 2020, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray at least 24 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

Chairman Bierman called the meeting to order at 4:03 p.m.

## PRESENT (VIRTUALLY)

Councilmember Ward 1 Kate Bierman (Chair)
Councilmember Ward 4 Lee Hall
Councilmember Ward 3 Alison Petrone
Councilmember Ward 2 Joe Carter
Mayor Breea Clark

#### **ABSENT**

Councilmember Ward 7 Stephen Holman

## OTHERS PRESENT:

Ms. Kathryn Walker, City Attorney

Mr. Darrel Pyle, City Manager

Ms. Jane Hudson, Planning and Community Development Director

Ms. Brenda Hall, City Clerk

#### **AGENDA ITEMS**

## ITEM 1: CONTINUED DISCUSSION BOARDS, COMMISSIONS AND COMMITTEES

City Attorney, Ms. Kathryn Walker summarized what was previously discussed at the meetings in March 2020 and October 2019.

There are currently 36 Boards, Commissions and Committees

21 are established by ordinance

4 by Charter

5 by Resolution

2 by virtue of statute and/or contract

2 by Mayor Appointment

Only 4 of the 36 are not staff supported

City Attorney Walker listed the following recommendations from the Charter Review Commission to be reviewed.

Consolidate some committees, eliminate some committees, designate some committees ward specific, codify some to make permanent, increase committee member size to allow for more community participation, set more uniform term lengths and limits.

Recommendations related to specific Boards, Committees and Commissions:

Consolidate Planning Commission and Greenbelt and make ward specific.

Consolidate the Park Board, Tree Board and Bicycle Advisory Board, all have overlapping rules. Representation from each Ward to ensure needs of parks all over the city are addressed.

Some boards have not met regularly or went beyond their original scope, (like Animal Welfare Board), and need to be eliminated or re-scoped and codified to become a permanent board.

Eliminate the Children's Rights Coordinating Commission, (created to help educate the community regarding children's needs as related to child welfare, child care and sexual exploitation), as it has not met in three years.

Consider increasing the number of members on the Board of Adjustments, Board of Appeals and Election Committee.

Larger boards with nine members currently serve three year terms each. Recommend language be included that would allow members with expertise in the field to serve longer.

## ITEM 1: CONTINUED DISCUSSION BOARDS, COMMISSIONS AND COMMITTEES

Create the following new Boards, Committees or Commissions:

Core Norman Development Committee, and consolidate with Center City Committee and Central Norman Zoning Overlay District, as they have common issues.

Citizen Budget Committee Youth Advisory Committee Committee on Senior Issues, (ward specific).

Transportation and Public Transit Committee could be consolidated, made ward specific and include elements of the Bicycle Advisory Committee.

Energy Committee could be a sub-committee under Environmental Control Advisory Board, (ECAB)

City Attorney Walker said it is important to note that committees appoint their own subcommittees and she recommends that the suggestion for subcommittees be taken to the committee for action as necessary.

Chairman Bierman said consolidating the Planning Commission with the Greenbelt Commission would not be a good idea as the Planning Commission should be ward specific and the Greenbelt Commission is wanting to take a more active role in identifying and maintaining green space not necessarily tied to a development. Greenbelt would be a natural fit with the Parks Board and would help eliminate the duplicate review process.

The committee discussed the recommendations presented by Attorney Walker and the consensus is to streamline the process to be more user friendly for all, create more detailed scope of duties, and eliminate board overlap as below.

Eliminate and/or consolidate Tree Board and Greenbelt into Parks.

Split the Bicycle Advisory Board with Parks and Transportation, based on function.

Animal Welfare Oversight should be codified and made a permanent board, with rural representation to help address their specific issues. Ms. Walker said that there are no terms limits at this time and will need to be set with codification.

Move Children's Rights Commission and Gender Based Violence into Human Rights Committee.

Appoint Board representation by Wards for Planning and Parks. Parks may need to have members that are skilled or an advocate for certain types of parks that are being created. Tree and Bicycle boards may not need to be ward specific,

Increase Election Commission and Board of Adjustment to seven members. Ms. Brenda Hall said it is hard to get members to serve or reach a meeting quorum with the current number of members.

#### Item 1.

## ITEM 1: CONTINUED DISCUSSION BOARDS, COMMISSIONS AND COMMITTEES

Set uniform term limits – two term limit recommended, but longevity is beneficial for member knowledge. Recommendation for 3 terms of 3 years and off a year before serving again. If ward specific and they move out of ward, would like to see a definite time to be off the board and not finish out the term they were elected for.

Set a Sunset time for committees, (if not to be a permanent committee).

#### **Create New Committees:**

Core Norman Development Committee – Consolidate with Center City Committee and Central Norman Zoning Overlay District, (CENZOD), as they have common issues. Core Norman supports a lot of things already being done or in the works. Consolidate with Center City and CENZOD, but keep things flowing until new board is created, approved and active.

Senior Issues Committee – Committee said this is great with the new Senior Center going up. Chairman Bierman asked Attorney Walker to give it a better fitting name.

**Transportation Committee** 

Citizen Budget Committee – make a sub of the Finance Committee.

Energy Committee – make a sub of (ECAB), Environmental Control Advisory Board.

Gender Based Violence Committee – sub under Human Rights

Youth Advisory Committee – re-scope the current Youth Council to include advisory function.

Citizen Budget Committee will develop more understanding and buy in with the budget.

Committee members asked how long it takes for the changes to go into effect. Ms. Hall said, once council approves the ordinance, it is advertised, member applications taken and after a 30-day waiting period it becomes effective.

#### **ADJOURNMENT**

| The meeting was adjourned at 6:01 p.m. |       |
|--|-------|
| ATTEST:                                |       |
|  |       |
| City Clerk                             | Mayor |



# CITY OF NORMAN, OK CITY COUNCIL SPECIAL SESSION

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

Tuesday, October 24, 2023 at 5:30 PM

## **MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 24th day of October, 2023, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

## **PRESENT**

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### **AGENDA ITEMS**

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

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

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

The Special Session was adjourned out of at 5:32 p.m. and an Executive Session was convened.

Mr. Darrel Pyle, City Manager; Ms. Kathryn Walker, City Attorney; and Mr. Rick Knighton, Assistant City Attorney, were in attendance in the Executive Session.

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

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

The Executive Session was adjourned out of at 6:15 p.m. and the Special Session was reconvened.

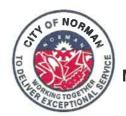
Pending class action litigation against 3m Company and E.I. Dupont De Nemours and Company and other defendants involving Per- And Polyfluoroalkyl Substances (PFAS) contamination Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-Mn-2873, United States District Court, District of South Carolina, was discussed in Executive Session. No action was taken and no votes were cast.

#### **ADJOURNMENT**

The meeting adjourned at 6:16 p.m.

| ATTEST:    |       |  |
|------------|-------|--|
|            |       |  |
|            |       |  |
| City Clerk | Mayor |  |





# CITY OF NORMAN, OK CITY COUNCIL OVERSIGHT COMMITTEE MEETING

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

Thursday, January 11, 2024 at 4:00 PM

## **MINUTES**

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 11<sup>th</sup> day of January 2024, at 4:00 p.m. and notice and agenda of the meeting was posted at the Municipal Building at 201 West Gray and the City website at least 24 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

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

#### **PRESENT**

Councilmember Ward 1 Austin Ball Councilmember Ward 2 Lauren Schueler (Chair) Councilmember Ward 3 Bree Montoya Councilmember Ward 7 Stephen Holman

#### **ABSENT**

None

#### OTHERS PRESENT:

Councilmember Ward 4 Helen Grant

Ms. Kathryn Walker, City Attorney

Mr. Jason Olsen, Director of Parks and Recreation

Mr. Lance Harper, Facility and Construction Manager

Ms. Shaakira Calnick, Internal Auditor

Ms. April Dosier, Food and Shelter Director

Ms. Lisa Webb, Admin Tech IV, City Clerk Office

Major Jamie Shattuck, Norman Police Department

## **AGENDA ITEMS**

ITEM 1: PRESENTATION OF EMERGENCY SHELTER STATISTICS FOR DECEMBER

2023.

Ms. April Dosier presented the Emergency Shelter report for December 2023. Due to the cold weather, all 52 beds at the shelter were occupied every night.

Item 1.

ITEM 1: (continued) PRESENTATION OF EMERGENCY SHELTER STATISTICS FO

For winter preparation, Care A Vans and Food and Shelter have worked on identifying homeless people living in homeless camps and trying to get them out of the cold. Most said they would stay in their campsite out of fear of losing it. The Food and Shelter dining room was opened for shelter and 60 people were put in motel rooms during the cold weather

A special Christmas Day was had at A Friend's House, with a local food truck providing smoked meat and sides for the guests to enjoy Christmas night and the community provided wrapped gifts for each guest to open.

Six guests received a bus ticket to return to OKC to live with family.

12 guests were assisted to get ID's, Birth Certificates and/or Social Security cards.

Four guests moved into permanent housing or a housing program by Food and Shelter. (maintain contact with guests for six months from move)

Councilmember Grant asked about the 18-30 age group and if they are staying at the shelter waiting on housing. Ms. Doshier said some went to OKC as they could not find resources in Norman. Ms. Dosier said there were more disabled guests and people age 50 or older who stayed in the shelter during December 2023.

Councilmember Holman asked if Food and Shelter could get a yearly report for 2023, reflecting how many guests are disabled, number of guest working or have other income like Social Security benefits.

Mr. Lance Harper, Facility and Construction Program Manager, provided an update on the Shelter Building Renovations and a cost sheet for individual items. He has been working with suppliers to obtain discounts on supplies to reduce renovation costs. When the renovations are completed, the building should house approximately 100 people, with separate intake areas and common spaces for the men and women.

Ms. Shaakira Calnick, Internal Auditor, asked if this is not going to be a permanent shelter, why is so much money being spent on the facility. Ms. Kathryn Walker, City Attorney said the funds will not be from the sale of 718 N. Porter, but from funds allocated for the renovation budget. The cost to build a new 24-hour shelter with kennels, will be approximately five million and would need to go to a vote of the people for approval.

Councilmember Holman said the Gray Street location is the only viable option since the city already owned it. Due to its location in the business district it is not ideal, but feels it is better to use for people than as storage. He asked if a 2<sup>nd</sup> story could be added on to the building, to which Mr. Harper said it could, the buildings are sound, but it would need some significant modifications.

Chairman Schueler said this is not the permanent shelter and the facility can be used for alternative functions in the future. She recommended that the item move forward to the full council. Ms. Walker, City Attorney, said the item would need to include appropriation of funds.

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#### ITEM 2: DISCUSSION REGARDING SOBERING CENTERS

Major Jamie Shattuck, with the Norman Police Department, provided a presentation on Sobering Centers in Oklahoma. Sobering Centers are designed to provide a safe environment for intoxicated individuals to recover from the influence of alcohol and drugs.

The goal of these types of facilities include: providing care for homeless alcohol-dependent people with improved health outcomes, decrease the number of inappropriate ambulance trips and emergency department visits for homeless alcohol-dependent individuals, and create a law enforcement alternative to booking individuals arrested for public intoxication.

Looked at the two different models in Oklahoma:

**FIRSTEP – OKC Metro Alliance** is a Public Inebriate Alternative (PIA) in partnership with the Oklahoma City Police Department

Provides 24/7 alternative to arrest and jail for public intoxication.

Individuals are not under arrest and not charged with any other crime.

Individuals must voluntarily accept PIA admission

Length of stay is 10 hours.

Individuals have access to meals, showers, sleep, referrals to other services and a ride home through a taxi service.

They have approximately 2,500 admissions per year and the benefits of the program are:

PIA individuals avoid court costs and charges

Approximate savings of \$36,730 in taxpayer money per month (\$452,760 yearly)

Police officers save time over conventional jail book-ins.

Cost is approximately \$350,000 per year.

## **Grand Addiction Recovery Center – Tulsa**

Mr. Scott Whitefield, Director of Grand Addiction Recovery Center, shared program information with Major Shattuck. He said there are approximately 700-900 admissions per year and 54% of participants are homeless.

## Benefits of the program:

Co-located with both drug/alcohol treatment center and a mental health crisis unit

15-18% of 16-person street outreach team (operates 24/7) and is able to remove an average of 39 people from the streets each month (some of these people revert to homeless status)

## ITEM 2: (continued) DISCUSSION REGARDING SOBERING CENTERS

City of Tulsa pays \$250,000 per year for the service, with the program being supplemented by other sources as well. The City contribution was calculated from the savings of booking someone versus checking into the sobering center.

Item 1.

Major Shattuck provided the Norman Police Department 2023 statistics for the committee.

634 Arrests for public intoxication type behaviors, (both juvenile and adult) as well as alcohol and /or drug related types of intoxication.

56 of these individuals were arrested for public intoxication two or more times.

One individual was arrested 48 times over the past four years.

Characteristics of individuals using sobering centers for multiple visits are:

Male

Homeless

History of alcohol dependency and abuse

Have other health related issues, (physical and psychiatric)

Other drug use

Recommendations for a Sobering Center in Norman:

Design should treat a root cause of homelessness (alcohol and drug addiction)

24/7 operation

Medical staff onsite

Multiple admission methods (Police, Social Services, Walk-ins, local Healthcare agencies)

Co-located with other services such as mental health care and detox/addiction services

Operated by a third party, not the City of Norman

Councilmember Holman and Grant both expressed their support for the Grand Addition Recovery Center Program in Tulsa, agreeing the sobering center would be preferable to sending someone to jail for a night out and ruining their record.

Councilmember Holman asked if Major Shattuck could provide some data on how much time it takes to book someone and the cost associated with the arrest to determine the approximate savings by using a sobering center.

Chairman Schueler, Councilmembers Holman and Grant expressed support for exploring cost sharing with County Sheriff and other police departments in Cleveland County and committee members anticipate future conversations on potential sobering center partnerships.

## **ADJOURNMENT**

| The meeting was adjourned at 4:16 p.m. |           |
|--|-----------|
| ATTEST:                                |           |
| City Clerk                             | <br>Mayor |





# CITY OF NORMAN, OK CITY COUNCIL OVERSIGHT COMMITTEE MEETING

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

Thursday, October 10, 2024 at 4:00 PM

## MINUTES

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 10<sup>th</sup> day of October, 2024, at 4:00 p.m. and notice of the agenda of the meeting was posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

Chairman Heikkila called the meeting to order.

#### **PRESENT**

Chairman, Mayor Larry Heikkila Councilmember Ward 4 Helen Grant Councilmember Ward 5 Michael Nash Councilmember Ward 7 Stephen Holman Councilmember Ward 8 Scott Dixon

#### **ABSENT**

Councilmember Ward 1 Austin Ball

#### OTHERS PRESENT

Councilmember Ward 3 Bree Montoya Councilmember Ward 6 Joshua Hinkle

Mr. Darrell Pyle, City Manager

Ms. Shannon Stevenson, Assistant City Manager

Mr. Rick Knighton, Interim City Attorney

Mr. Anthony Purinton, Assistant City Attorney

Mr. Scott Sturtz, Interim Public Works Director

Ms. Jane Hudson, Planning and Community Development Director

Ms. Shaakira Calnick, Internal Auditor

Mr. Ricky Jackson, Deputy Police Chief

Ms. April Dosier, Food and Shelter Director

Ms. Katherine Hammans, Admin Tech III, City Clerk Office

#### **AGENDA ITEMS**

ITEM 1: PRESENTATION OF EMERGENCY SHELTER STATISTICS FOR THE MONTH OF SEPTEMBER 2024

Ms. April Dosier, Food and Shelter Director, presented the September 2024 report for the Warming Shelter.

There were no persons placed in housing by Food and Shelter for the month of September. New funds from the Oklahoma Department of Commerce (ODOC) starts October 1<sup>st</sup>. Oklahoma Housing Finance Agency (OHFA) and Norman Housing Authority (NHS) are not issuing housing vouchers at this time. HUD allocations are the same every year and it takes approximately two years to receive a housing voucher. Due to the size of the current wait list, OHFA has stopped taking new applications.

Councilmember Grant asked if the shelter has CLEET certified staff working when open. Ms. Dosier said Food and Shelter has two active CLEET employees, but they are not in the Shelter every night, staff can rework the schedule to have one present each night.

Councilmember Grant asked about the knife incident. Ms. Dosier said police were called, the perpetrator was not arrested as staff had deescalated the situation, but the perpetrator is no longer allowed in the shelter.

Councilmember Grant asked if they would be open to having a CLEET certified employee "wanding" guests every night. Ms. Dosier said they do not have a trained person on site every night. Councilmember Grant asked if he had been "wanded" and his knife taken could he have stayed at the Shelter. Ms. Dosier said their policy restricts anyone from staying at the shelter who has threatened staff or been violent, until they are in a better mental situation. Councilmember Grant said she knows "wanding" is not in the contract, but would instill some sense of safety for shelter guests.

Councilmember Grant asked about the individual and child stabbing incident. City Manager Darrel Pyle said the parties knew each other and spent time together prior to the incident.

Councilmember Grant asked about "Care A Van" funding letter that she received. Ms. Dosier said Care A Van is paid from Food and Shelter funds and not from funds allocated to A Friends House.

Mr. Anthony Purinton, Assistant City Attorney, said he looked at the mileage reimbursement requests and rarely saw weekend reimbursements. Councilmember Holman said he wants to make sure there is no duplicate reimbursements. Ms. Doisier said they have done transportation on the weekend in order to keep 52 people visibly off the streets.

Councilmember Holman said the last report showed 89 unique guests and 55 less than 30 days later. He asked where are they are going and Ms. Dosier said she does not know as they do not track. Councilmember Holman asked if the Domestic Violence guests were mostly women, to which Ms. Dosier said that is the primary reason women become homeless.

\*\*\*\*

Item 1.

ITEM 2: DISCUSSION REGARDING THE DECLARATION OF A TEMPORAR MORATORIUM ON THE ISSUANCE OF PERMITS FOR LARGE CONSTRUCTION

PROJECTS.

Chairman Heikkila questioned the need for this moratorium. The Department of Commerce recently sent out emails looking for 500 acres plus parcels, for 28 project inquiries in Oklahoma and no large parcels could be identified in the metro area.

City Manager Darrel Pyle said this really needs to go to the AIM Committee for review and to determine if and why we need a moratorium on large project permits. Regional Transportation Authority (RTA) is the biggest development that Norman is working on now. Norman is looking at a 90-acre tract of land, with only 12 – 18 needed for the Rail Maintenance Yard, but the sale is for all or none. Possibly the Economic Development Coalition could use the balance of the land for a light industrial user that would not have an issue being next to a bunch of rail cars.

The owner wants to move faster than RTA is able to and the land might need to be purchased by the Economic Development Coalition, who can sell to RTA when ready and get a light industrial development or a business needing a rail spur for the remainder of the property.

Councilmember Montoya asked who this moratorium would apply to. City Manager Pyle said that it would be private developments, as the state and other government entities would be exempt from local permits and regulations. Eminent Domain is usually done with federal fund and the City/Council always try to buy what is needed for the project, which is usually in slivers at a time.

Chairman Heikkila asked the Committee what they wish to do on this. Councilmembers Grant, Holman and Dixon all said no action at this time.

Mr. Rick Knighton, Interim City Attorney, said that this Ordinance would not stop the Oklahoma Transportation Authority (OTA) on the turnpike expansion as case law says that local regulations do not apply, turnpikes are not a matter of local concern and are regulated by the state only. The City cannot require non-federally assisted projects to follow (NEPA) National Environmental Protection Agency requirements. Chairman Heikkila said this could be an expensive cost, discouraging some developments.

Mr. Scott Sturtz, Interim Public Works Director, said the installation of monitoring stations allow staff to stay on top of any potential environmental issue caused by developments in an area. The turnpike east/west line along Indian Hills Road currently has monitoring stations in place and others will be installed as needed. In answer to Councilmember Grants question, the turnpike expansion will impact 52 houses on the east/west line.

Councilmember Nash explained the reason for the Moratorium Ordinance request and how to apply to the City of Norman. This Ordinance is for the protection of the City from environmental pollution or other potential impacts from construction. The turnpike expansion spurred this line of thinking, as "HOME RULE" does not apply on state projects, but the City can still have reasonable requirements in place and include environmental impact studies on applicable projects.

Councilmember Nash said a moratorium would allow time for the City to put procedures and protections in place. There is currently nothing in place to require NEPA studies to ensure projects will not damage the water supply or cause other environmental issues.

ITEM 2: (continued) DISCUSSION REGARDING THE DECLARATION OF A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS FOR LARGE CONSTRUCTION PROJECTS.

Councilmember Grant ask if this Ordinance goes into effect would litigation stop construction. Mr. Knighton said the City would not have jurisdiction to stop a project without an injunction from District Court.

Councilmember Holman said ODOT would have to work with the City on widening I-35 and Highway 9. Mr. Knighton said these both have different rules, one is a Federal project and one is a State project. There would be engineering concerns if the road is being dedicated to the city and the road would have to comply with local regulations.

Councilmember Nash said he has researched what other communities are doing and found the City of Ardmore has put Flood Plain Ordinances in place. He further said that this moratorium request is not to stop OTA, but to put things in place to protect the environment and the water supply. Safeguards need to be put in place before construction.

Councilmember Nash asked if this topic could move forward for full Council input.

AD IOUDNIMENT

| ADJOORNINENT                           |       |
|--|-------|
| The meeting was adjourned at 5:17 p.m. |       |
| ATTEST:                                |       |
| City Clerk                             | Mayor |





## CITY OF NORMAN, OK CITY COUNCIL OVERSIGHT COMMITTEE MEETING

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

Thursday, December 12, 2024 at 4:00 PM

## **MINUTES**

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 p.m. in the Executive Conference Room on the 12th<sup>th</sup> day of December, 2024, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

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

## **ROLL CALL**

#### **PRESENT**

Chairman Mayor Larry Heikkila Councilmember Ward 2 Helen Grant Councilmember Ward 7 Stephen Holman

#### **ABSENT**

Councilmember Ward 1 Austin Ball Councilmember Ward 8 Scott Dixon

#### OTHER STAFF PRESENT

Councilmember Ward 3 Bree Montoya

Councilmember Ward 6 Josh Hinkle

Mr. Rick Knighton, Assistant City Attorney III

Ms. Jeanne Snider, Assistant City Attorney II

Mr. Kevin Foster, Chief of Police

Ms. Jane Hudson, Director of Planning & Community Development

Ms. Whitney Kline, Administrative Tech IV

Ms. Shaakira Calnick, Internal Auditor

Mr. Anthony Francisco, Director of Finance

Ms. Kathy Hammans, Administrative Tech III

#### **AGENDA ITEMS**

 PRESENTATION OF EMERGENCY SHELTER STATISTICS FOR THE MONTH OF NOVEMBER 2024.

No report was given.

\* \* \* \* \*

 DISCUSSION REGARDING CREATION OF AN ENTERTAINMENT OVERLAY DISTRICT AND POSSIBLE AMENDMENTS TO THE NOISE ORDINANCE.

Mr. Rick Knighton, City Attorney, provided an overview of the City of Norman Noise Ordinance and what constitutes a violation and/or disturbance of the peace and how the codes are enforced pertaining to noise violations.

Section 24-403 states "No person shall disturb the peace of another by playing or creating loud or unusual sounds".

A Noise Disturbance means any sound which annoys or disturbs reasonable persons with normal sensitivities, or which injures or endangers the comfort, repose, health, hearing, peace or safety of other persons. (16-201)

Public loudspeakers: Using or operating a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place or public property or transmitting music to any persons or assemblages of persons in such a manner as to violate Norman City Code (NCC) 16-205 or cause a noise disturbance unless a permit as provided by NCC 16-210 is first obtained.

When the police respond to the site of a noise complaint, they use reasonable expectations of people outside the entertainment area in order to determine if it is considered a noise disturbance.

One of the difficulties for Norman, in determining if a sound is a noise disturbance, is having staff qualified to take measurements in conformance with the American National Standards Institute (ANSI). Using a sound level meter Type II or better and using the "A" weight scale, measurements must be taken for no less than five minutes and no more than fifteen minutes. The A-weighted scale de-emphasizes low and very high frequencies because the human ear is less sensitive to these quieter sound levels.

A noise variance permit can be purchased from the police department two weeks prior to an event being held outside normal allowable hours and could exceed the 15dB(A) ambient sound level.

A Special Event permit can be completed for any outdoor activity lasting 2+ hours, open to the public and expecting 1,000+ people over the course of the event or any film production. Applications for the special event permit are required to be submitted 90+ days prior to the event.

When enacting an Entertainment Overlay District, both § 24-403 (Disturbing the Peace) and Article 16-11 (Noise Control) must be considered.

Item 1.

Item 2. (continued) DISCUSSION REGARDING CREATION OF AN ENTERTAINMENT OVERL DISTRICT AND POSSIBLE AMENDMENTS TO THE NOISE ORDINANCE.

Some possible adjustments that can be made to streamline the process could include, but not limited to:

- 1. Establish additional definitions Indoor vs Outdoor Live Entertainment
- 2. Update Special Use for Live Entertainment
- 3. Introduce Outdoor Live Entertainment as Special Use.
- 4. Require a sound engineer to sign off on acoustics plan.
- 5. Consider provision for mixed-use areas to allow indoor entertainment by right during upcoming Zoning & Subdivision updates.
- 6. Make sure Noise and Overlay requirements do not conflict.

Ms. Jane Hudson, Planning and Community Development Director, asked if the designation of Entertainment District is to eliminate a business having to come to Council when opening a bar or venue to request a special use permit. Ms. Hudson also asked if the Downtown area is the biggest concern for the committee and would special use be included in C2 and C3 so business' in these areas do not have to apply for a special use permit for a bar or live entertainment venue.

Councilmember Holman said they do not want to see a business lose its designation because of ownership changes. Things need to be put in place in order to protect business owners from penalty and possible closure should ownership change or new neighbors move into the area.

Councilmember Holman said the two main goals at this time would be Campus Corner and the downtown.

Ms. Hudson will work on and bring recommended code changes back to the committee for further review.

\* \* \* \*

| The meeting was adjourned at 5:00 p.m. |       |
|--|-------|
| ATTEST:                                |       |
| City Clerk                             | Mayor |

**ADJOURNMENT** 





# CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

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

Tuesday, January 23, 2024 at 5:30 PM

## **MINUTES**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Special Session in the Executive Conference Room of the Norman Municipal Building on the 23rd day of January, 2024, at 5:30 p.m., and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray Street 48 hours prior to the beginning of the meeting.

## **CALL TO ORDER**

**PRESENT** 

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

ABSENT NONE

#### **AGENDA ITEMS**

FIVE YEAR UPDATE ON THE MAYOR'S CLIMATE PROTECTION AGREEMENT.

Ms. Michelle Loudenback, Environmental & Sustainability Manager, stated that an update has been ongoing from 2022 to today to the Mayor's Climate Protection Agreement. The Environmental Control Advisory Board has put in a lot of work going through each of the elements and looking at what the City has accomplished through the years. The City of Norman staff has been amazing and always made themselves available to the ECAB members when they had questions or needed information. ECAB members will be reaching out to Department heads to talk about recommendations and how to make those a reality.

The National Environmental Information Center provided statistics regarding the billion dollar natural disasters that have occurred from the 1980's to today. In the decade of the 1980's, there were 33 billion dollar disasters and in 2023 there were 28, \$1billion dollar disasters. These events were some of the reasons why the Mayor's Climate Protection Agreement was created.

#### Item 1, continued:

The Mayor's Climate Protection Agreement began in 2005 and the U.S. Conference of Mayors endorsed this plan. In 2005, former Mayor Haralson signed this document.

At this time, Council tasked Environmental Control Advisory Board to review, make a plan and update it over time. The formal recommendations were presented in 2007 and were adopted by Council in 2009 under former Mayor Rosenthal. In 2018, former Mayor Miller recognized it had been nine years since this plan was reviewed. Therefore, ECAB reviewed the plan and presented a revised plan in 2018.

Originally, there were twelve elements included in the plan for energy conservation as well as reduce greenhouse gas emissions. Currently, there are ten elements. Implementing these changes made the plan more efficient and there may be more updates in the next five year cycle.

Item one was Energy conservation and Greenhouse emissions. Staff conducted a Greenhouse Gas emission inventory.

The Mayor's Climate Protection Agreement from 2018, the original document from 2005 and the greenhouse gas emission inventory have been included in the information provided. Greenhouse gases are methane, nitrous oxide, carbon dioxide, etc. In the year 2000 there was a baseline emission inventory. The reduction shown is actually greater because traffic signals that were transformed into LED traffic were not included. This can reduce consumption by 90%. The original number does not have the traffic signal data from 2005-2021. The comparison was 2021 instead of 2020 due to COVID. The forecast year is 2026 and that is when the next update of the greenhouse gas emission inventory is recommended. Street lights and traffic lights are much lower than other cities and that is due to our Public Works Department changing to LED. This is not just for traffic signals; this is also for street lights as well.

Due to the Phase II improvements that were voted in, the Water Reclamation Facility decreased their energy consumption and emissions by 88%.

One of the top three recommendations are that we complete the inventory every five years with this methodology.

Another recommendation is to continue the creation of renewable, dedicated parking spaces throughout Norman. This has already been a priority and the ordinance has been passed. The City has installed electric vehicle charging stations.

The types of gases nationwide that comprise emissions are mostly carbon dioxide but also methane. Methane is 80 times more heat trapping than carbon dioxide. Nitrous oxides and other gases comprise the remainder of emissions.

Norman's emission inventory shows that most of it as carbon dioxide but there is also a substantial amount of methane.

# Item 1, continued:

The majority of our sources of emissions are from wastewater treatment and buildings and facilities. The building and facilities staff have been doing energy audits and assessments to try to reduce this as well.

Action Item two is to adopt and enforce land policies. Land policies should encourage the use of nature based solutions and low impact development. This manages growth in a way that will not create the kind of urbanization issues that we see in core Norman. These policies should keep eco-system benefits, stormwater management, wildlife preservation and climate regulation.

AIM Norman is a huge undertaking but when it is accomplished and finally completed, the City will take these new ideas and put them into action for all over growth. This allows a way to move forward that preserve our resources.

The Center City Form Based Code revision allows for a wide variety of housing types and eliminates unit maximums. The lot size requirements will keep the rural nature of east Norman intact.

There are three top recommendations:

- Adopt and enforce land use policies that reduce sprawl and creates and preserves open space.
- 2. Refine the Center City Form Based Code to enhance walkable and bikeable areas of core Norman.
- 3. Expand and define development rules to prioritize nature-based solutions.

Regarding alternative transportation, the City has great bike trails, a wonderful transit system that just underwent a huge overhaul to optimize the system overall, sidewalk improvements and installations that are expanding throughout the City. The City has a commitment to Embark and we should continue to support them and hopefully bring the transit system further out to the southeast side of Norman. Continue bicycle expansion along Legacy Trail so the businesses in that area can be more accessible.

Renewable Energy & Efficiency- The City has two solar projects, one is at the Water Treatment Plant and one is at the Water Reclamation Facility. These locations are the two biggest consumers of energy. The City also has electric vehicle charging stations throughout Norman. Norman Public Schools has created an energy use guideline and that is what they follow to help them promote energy conservation and reliance on renewables. ECAB would like the City to create a renewable energy employment program initiative. The City of Norman will be doing a Solar Initiative, which encourages the installation of solar panels on private homes, businesses and municipal buildings. Also, the City will work with Homeowner Associations to reduce the laws stating that home owners cannot install solar panels. Request the utility companies to purchase back the power that is generated from solar panels, which does not currently happen. Additionally, pricing structure is something to discuss because it is more expensive during the day and that is when we are creating energy so citizens should get paid for the energy being created during that time.

Sustainable building practices are those practices within buildings themselves. We have 23 certified buildings in Norman and four of those are owned by the City of Norman. Fire Station

Item 1, continued:

No. 8, Fire Station No. 9, East Side Library, Central Library are all LEAD certified. There are

19 other buildings that are LEAD certified, some are privately owned and some are owned by the University of Oklahoma.

The City has Building Codes that were updated to 2018 except for one notable exception, the Energy Conservation Code which is the only thing from 2006. The recommendation is to adopt the most current Energy Conservation Code. After speaking with Greg Clark, Development Services Manager, ECAB was told that the City uses the Oklahoma Uniform Building Code. The City of Norman Code Officers are members of these Boards and they lobby and encourage the adoption of higher standards.

Municipal Fleet Vehicles- the City of Norman had 15 hybrid police cars added to the fleet. The Fleet Division is constantly looking for alternative fuel sources, efficiency, technology, etc. The City has 133 Compressed Natural Gas vehicles now and the two Electronic Vehicle buses. Installation of EV chargers at Fleet and other public places is under way and we should hear from Association of Central Oklahoma Governments very soon about the grant for the other three EV charging stations. The recommendation from ECAB is to continue to monitor and explore alternative fuel sources, continue to invest in alternative fuel infrastructure, implement an internal education program about reducing fuel consumption and how to go accomplish that goal.

Efficiencies at the Water and Water Reclamation Facilities – Purchases of higher efficiency motors. City staff is fiscally responsible and are constantly finding ways to make things more efficient. There are solar projects at both facilities and the Phase 2 Plant upgrades at both facilities with some of the changes involve using gravity.

#### Top three recommendations:

- Installation of a covered area for storage of dewatering sludge.
- Devise a new method for using recovered methane as the primary fuel source for the boilers.
- Explore more efficient biogas generation and alternative funding sources for implementation.
- Recycling in the city and the community Recycling is very important but the best thing is to refuse. We should reduce, reuse then recycle.

The City now has the Household Hazardous Waste Facility and there is 88% curbside participation in recycling based on statistics from 2022. There is diversion of 27.5% of our waste stream due to recycling. This equals about 1/3 of our entire waste stream that was diverted from the landfill for use as compost or mulch, etc.

Top three recommendations for recycling:

• Work to reduce our contamination rate in Norman. We can accept plastics #1, #2 and paper and cardboard and there is a market for this type of recycling. We do not have a market for #3-#7 plastics. The City has a market for glass if you bring it to the kiosk at the transfer station but there is not a market for the larger contractor. The focus should be to educate the public on bringing things that we can recycle and not putting other items in the recycle bins. Plastics should be washed before you put

# Item 1, continued:

them into the recycle container. Any small substance inside of a plastic container will ruin the entire load to recycling. The contamination rate is 28%, which needs to be reduced to at least the national average of 18%.

- Explore and implement recycling opportunities for apartment and business.
- Work to improve recycling participation rates. 88% participation is great but we would want to strive for 100% participation.
- Maintain Healthy Urban Ecosystems The City of Norman collaborated with OU and Ideal Homes for Trailwoods Addition to design a paired watershed and this made a difference in the discharge from each side of the street. The difference in the discharge came from bio swells in the front and rain barrels. In March 2022, the City hired a full time Forester. There have been several capstone designs and a lot has been done with graduate research efforts.

One of ECAB's top recommendations are:

- Update the Forestry Master Plan and the Community Forest Management Plan. This
  is underway and we should meet this goal within the next year.
- Refine the Engineering Design Criteria to explicitly call out nature-based solutions and encourage or eventually require their use.
- Increase departmental coordination on projects.
- Public Education collaborate with outside experts. An example would be the Compost Bin Workshop the City held to show residents how to build a hot bin and a cold bin compost pile. Increase environmental content on the City website and the amount of environmental information on our social platforms. Employ or contract with a public employee professional to expand and enhance current efforts. Develop and implement a strategy to utilize social media to promote environmental content.

Councilmember Holman stated the Water Reclamation Facility decreased emissions by 88%, but still makes up 48% of our total emissions. This is the number one source of emissions so there is still work to be done. There are neighborhoods near there and proposed projects to be built in that area. People have concerns about health issues that could stem from living next to a facility with these type of emissions. This is something that needs to be considered moving forward.

Councilmember Holman said the 15 hybrid police cars do not include the 92 hybrid police cars that were budgeted for this year.

Mr. Pyle stated the ability of Canoo to manufacture these cars in Oklahoma is becoming more of a reality. Canoo will begin having offerings that cost less than your typical S10 pickup truck, etc. Most of the City's fleet never leave town or go over 50 miles per hour.

#### **ADJOURNMENT**

| The meeting adjourned at 6:14 p.m. |       |  |
|------------------------------------|-------|--|
| ATTEST:                            |       |  |
| City Clerk                         | Movor |  |
| City Clerk                         | Mayor |  |



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, August 24, 2021 at 6:30 PM

#### **MINUTES**

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on the 24<sup>th</sup> day of August, 2021, at 6:30 p.m., and notice of the agenda of the meeting were posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

# **CALL TO ORDER**

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

# ROLL CALL PRESENT

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

#### PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

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

CITY COUNCIL CONFERENCE MINUTES OF JULY 28, 2020

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 8, 2020

CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 23, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF APRIL 22, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 4, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF AUGUST 3, 2021

CITY COUNCIL MINUTES OF AUGUST 10, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 10, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 10, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 10, 2021

The Minutes Were Approved.

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

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

#### Items Submitted for the Record

- 1. City Council Staff Report from Brenda Hall, City Clerk
- 2. City Council Conference minutes of July 28, 2020
- 3. City Council Conference minutes of September 8, 2020
- 4. City Council Conference minutes of February 23, 2021
- 5. City Council Community Planning and Transportation Committee minutes of April 22, 2021
- 6. City Council Special Session minutes of May 4, 2021
- 7. City Council Special Session minutes of August 3, 2021
- 8. City Council minutes of August 10, 2021
- 9. Norman Utilities Authority minutes of August 10, 2021
- 10. Norman Municipal Authority minutes of August 10, 2021
- 11. Norman Tax Increment Finance Authority minutes of August 10, 2021

\* \* \* \*

#### **PROCLAMATIONS**

2. <u>CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-3</u>: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THURSDAY, AUGUST 26, 2021, AS WOMEN'S EQUALITY DAY IN THE CITY OF NORMAN.

Receipt of the Proclamation was Acknowledged.

# Item 2, continued:

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 10, 2021, from Brenda Hall, City Clerk
- 2. Proclamation P-2122-3

Participants in discussion

1. Ms. Rhonda Stock, Chairman of Women in Action for All, accepted the proclamation and thanked the Council

\* \* \* \* \*

#### COUNCIL ANNOUNCEMENTS

<u>Fire Hydrant Problem</u>. Councilmember Studley thanked Richie Anderson, a Norman resident who is in a wheelchair, who travels regularly on Gray Street. She said he had notified City Council to complain about a new fire hydrant which had been installed within the sidewalk on Gray Street creating a hazardous area for him to pass. She said all requirements for installation had been followed and approved but it had created a problem for him and others to navigate. She thanked the City Manager for alerting staff and taking care of the problem quickly.

\*

<u>Council Contact Information</u>. Councilmember Studley said her email address is Ward1@normanok.gov and her cell phone number is 405-876-9170 and encouraged constituents to contact her if there are any issues or problems they want to report.

Councilmembers Hall and Holman said they welcomed calls and emails as well.

\*

<u>Issues in Ward 4</u>. Councilmember Hall said she has been focusing on several issues in Ward 4 regarding streets, parking, and sidewalks. She thanked Mr. Shawn O'Leary, Director of Public Works, for patiently working through the list of items that needed to be addressed.

\*

<u>The Neighborhood Alliance</u>. Councilmember Hall said in July, City Council approved a contract with the Neighborhood Alliance and she has added a form to her Councilmember Page and Ward 4 Facebook page to allow people to become involved with the Neighborhood Alliance and encouraged people interested in participating in the focus group to fill out the form.

\*

Council Announcements, continued:

<u>Voter Registration</u>. Councilmember Hall thanked City Staff for having Voter Registration Forms available at City Hall.

<u>Ride the Bus</u>. Councilmember Hall said every Friday during the month of September, residents are invited to ride the public buses. She said Bus Stop 4117 at Webster Avenue and Tonhawa Street, will have staff members available to allow people to have the opportunity to talk to a staff member.

Mayor Clark said she will be riding the bus on Friday, September 3rd.

<u>Carrie Evenson</u>. Councilmember Hall said the City of Norman will be losing Dr. Carrie Evenson, Stormwater Program Manager, who has taken another job and leaving the City of Norman. She said she will be missed.

<u>Town Hall Meeting for Ward 5.</u> Councilmember Tortorello announced that the Ward 5 Town Hall Meeting will be Saturday, August 28th, at Little Axe Community Center at 10:00 a.m. He said they will be discussing well water issues.

One Year Since Passing of David Perry. Councilmember Foreman said she wanted to acknowledge the one year passing of Former Councilmember David Perry, Ward 2, and wanted his family to know that her thoughts are with them.

<u>Ward 7 Meeting.</u> Councilmember Holman thanked residents of Cobblestone Creek who came to the Ward 7 Meeting last weekend. He said some of the residents are wanting to install a fence at the end of the cul-de-sac. He thanked City Staff for coming to the meeting to explain the process that the property owners will need to take to get this achieved.

<u>Jenkins Improvements</u>. Councilmember Holman said improvements to Jenkins Avenue will be done from Lindsey Street almost all the way to Lloyd Noble Center. He thanked the residents of this area for requesting a meeting with him to address some of their concerns about the project. He discussed the issues with City Staff and is looking forward to meeting with the residents on Jenkins.

CITY COUNCIL REGULAR MEETING - Tuesday, August 24, 2021

Community Planning and Transportation Committee Meeting (CPT). Councilmember Holman encouraged attendance to the CPT meeting on Thursday, August 25th, at 4:00 p.m.

\*

Campus Corner Parking. Councilmember Holman announced that Mr. Darrel Pyle, City Manager, was able to address an issue on Campus Corner with parking. He said new parking meters were installed that are a bit bigger than the old ones but there are less of them. He said payment could be made with a phone. He said one parking meter had been placed right in front of a business door and the door opened outward so it was moved to a different location very quickly.

\*

<u>Closed Captioning</u>. Councilmember Peacock said the City of Norman is now providing "live closed captioning" for meetings that are streamed. He said if there are any questions regarding accessibility please contact the ADA Technician at 405-366-5424. He commended staff's efforts in getting this done.

\*

<u>Summer Breeze</u>. Mayor Clark thanked the Depot and all of the volunteers that made the Summer Breeze Concert Series a reality.

\*

<u>Teen Book Club</u>. Mayor Clark said this week she has a virtual Teen Book Club on Thursday, August 26th, at 6:00 p.m., and the book is *This is My Brain in Love*. She said registration for the event can be done on the Pioneer Library System Website.

\*

Move with the Mayor. Mayor Clark said "Move with the Mayor" will be at Westwood Golf Course on Saturday, August 28th, at 9:00 a.m. She said the Westwood Golf Pro, Rick Parrish, will be providing instructions on how to pitch, putt, and drive. She said range balls and golf clubs will be provided on request.

\*

<u>Student Resident Roundtable</u>. Mayor Clark said Monday, August 29th, will be the first Student Resident Roundtable for grades 6-12. She said she is excited to talk to some young Normanites about how to improve our community.

\*

# Council Announcements, continued:

No Meeting September 7th. Mayor Clark announced there will be no City Council Meeting on Tuesday, September 7th, to allow the City Council to attend the Oklahoma Municipal League Conference.

\*

Labor Day. Mayor Clark wished everyone a happy and safe labor day holiday.

\* \* \* \* \*

#### CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 20 be placed on the consent docket.

Item 3 through Item 20 were placed on the Consent Docket.

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

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

Item 3 through Item 20 were approved on the Consent Docket.

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

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# **Appointments**

3. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2021-2022 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.

Nominations of Jackson Baden, Aubrey Baker, Noah Bui, Daniel Dobson, Destiney Hopkins, Jaxon Horn, William Nichols, Aspen Osgood, Harrison Powers, Aimee Ringer, Irie Rogers, and Jaxton Voto were confirmed.

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

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

Items Submitted for the Record

 City Council Staff Report dated August 24, 2021, from Jeanne Snider, Assistant City Attorney

\* \* \* \* \*

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

**HUMAN RIGHTS COMMISSION** 

TERM: 08-24-21 TO 07-13-24: MICHAEL KIHEGA, WARD 6

NORMAN HOUSING AUTHORITY

TERM: 08-24-21 TO 11-21-22: LEE LAWRENCE, WARD 8

PUBLIC SAFETY OVERSIGHT COMMITTEE

TERM: 08-24-21 TO 02-10-24: GREGORY GILKEY, WARD 3 TERM: 08-24-21 TO 02-10-23: RUSSELL RICE, WARD 2

REAPPORTIONMENT COMMISSION KATHERINE LEIDY, WARD 3

The Appointments were Confirmed.

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

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

Items Submitted for the Record

1. City Council Staff Report dated August 24, 2021, from Brenda Hall, City Clerk

\* \* \* \* \*

# **Reports/Communications**

5. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JULY 31, 2021, AND DIRECTING THE FILING THEREOF.

Receipt of the Finance Director's Investment Report was Acknowledged.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
- 2. Finance Director's Investment Report as of July 31, 2021

\* \* \* \* \*

6. SUBMISSION AND ACKNOWLEDGEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2021, AND DIRECTING THE FILING THEREOF.

Receipt of the Monthly Departmental Reports was Acknowledged.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Stacey Parker, Executive Assistant
- 2. Monthly Departmental Report for the month of July, 2021

\* \* \* \* \*

# **Authorization for Purchase**

7. ACTING AS THE NORMAN UTILITIES AUTHORITY, CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AUTHORIZATION TO PURCHASE ONE (1) HORIZONTAL WOOD GRINDER FROM ROTOCHOPPER, INC., IN THE AMOUNT OF \$805,476 UTILIZING GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT GS-30F-004DA.

Acting as the Norman Utilities Authority, the purchase of a Horizontal Wood Grinder was approved.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Rachel Croft, Staff Engineer
- 2. Quotation 37620 from General Service Administration Contract GS-30F-004DA from Rotochopper, Inc., in the amount of \$761,476

Participants in discussion

1. Mr. Chris Mattingly, Director of Utilities

\* \* \* \* \*

### Donation

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DONATION IN THE AMOUNT OF \$9,985 FROM THE CLEVELAND COUNTY JUSTICE AUTHORITY ACTING AS THE CLEVELAND COUNTY PUBLIC SAFETY TAX COMMITTEE TO BE USED TO PURCHASE AIR BAGS AND CHEMICAL MONITORS FOR FIRE STATIONS 5 AND 6 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

The Donation was Accepted.

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

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

Items Submitted for the Record

 City Council Staff Report dated August 24, 2021, from Joel Chesser, Assistant Fire Chief

\* \* \* \*

9. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/Ol-POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$45,965.21 FROM THE CLEVELAND COUNTY JUSTICE AUTHORITY ACTING AS THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMISSION TO BE USED TO PURCHASE ONE (1) ZOLL X SERIES CARDIAC MONITOR FOR THE NORMAN FIRE DEPARTMENT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

The Donation was Accepted.

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

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

Items Submitted for the Record

 City Council Staff Report dated August 24, 2021, from Justin Garrett, EMS Director

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#### Contracts

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-6: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, L.L.C., D/B/A A-TECH PAVING DECREASING THE CONTRACT AMOUNT BY \$44,624.51 FOR A REVISED CONTRACT AMOUNT OF \$1,138,447.99 FOR THE FYE 2021 URBAN CONCRETE PROJECT, 2021 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$56,922.41.

Change Order No. One to Contract K-2021-6 was Approved and the Project was Accepted.

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

# Item 10, continued:

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Joseph Hill, Streets Program Manager
- 2. Change Order No. One to Contract K-2021-6
- 3. Application and Certificate for Payment dated June 30, 2021, in the amount of \$56,922.41 from A-Tech Paying
- 4. Invoice 4729RET dated June 30, 2021, in the amount of \$56,922.41 from A-Tech Paving

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11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT CHANGE ORDER NO. TWO TO CONTRACT K-2021-9: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RDNJ, LLC., D/B/A A-TECH PAVING DECREASING THE CONTRACT AMOUNT BY \$4,745.20 FOR A REVISED CONTRACT AMOUNT OF \$989,517.59, FOR THE INTERSTATE DRIVE RECONSTRUCTION PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$49,475.88.

Change Order No. Two to Contract K-2021-9 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Joseph Hill, Streets Program Manager
- 2. Change Order No. Two to Contract K-2021-9
- Application and Certificate for Payment dated July 16, 2021, in the amount of \$49,475.88 from A-Tech Paying
- Invoice 4720RET dated July 16, 2021, in the amount of \$49,475.88 from A-Tech Paving

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-77: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND W.E.B. CONSTRUCTION INC., INCREASING THE CONTRACT AMOUNT BY \$2,824.50 FOR A REVISED CONTRACT AMOUNT OF \$340,824.50: FOR THE NORMAN WATER TREATMENT PLANT 36-INCH FILTER EFFLUENT PIPE IMPROVEMENTS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$20,306.85.

Acting as the Norman Utilities Authority, the Change Order was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Ken Giannone, Capital Projects Engineer
- 2. Change Order No. One to Contract K-2021-77
- 3. Application and Certificate for Payment dated July 15, 2021, in the amount of \$20,306.85 from W.E.B. Construction, Inc.
- Certificate of Final Completion dated July 22, 2021, from Thomas O. Crowley, P.E., Project Manager, Carollo Engineers, to Kenneth Giannone, P.E., City of Norman

\* \* \* \* \*

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-32: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TRT ENTERPRISES, L.L.C., D/B/A STRATEGIC JANITORIAL SOLUTIONS, TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S PUBLIC TRANSPORTATION FLEET AND FLEET MAINTENANCE FACILITIES FOR THE TOTAL MONTHLY FEE OF \$9,495.

Contract K-2122-32 was Approved.

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

# Item 13, continued:

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Mike White, Fleet Program Manager
- 2. Tabulation of Bids dated July 6, 2021, for Janitorial Services
- 3. Contract K-2122-32
- Request for Quote RFQ-2122-9 for City of Norman Fleet Division Janitorial Services Contract

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-104: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H&H PLUMBING AND UTILITIES, INC. DECREASING THE CONTRACT AMOUNT BY \$3,225 FOR A REVISED CONTRACT AMOUNT OF \$46,715 FOR THE 12TH AVENUE SE DRAINAGE IMPROVEMENTS NEAR SAWGRASS DRIVE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Change Order No. One to Contract K-2021-104 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Paul D'Andrea, Capital Projects Engineer
- 2. Change Order No. One to Contract K-2021-104
- 3. Project Location Map

Participants in discussion

1. Mr. Scott Sturtz, City Engineer

\* \* \* \* \*

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-112: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$156 FOR A REVISED CONTRACT AMOUNT OF \$28,377 FOR THE 12<sup>TH</sup> AVENUE S.E. PAVING IMPROVEMENTS NEAR SAWGRASS DRIVE PROJECT AND FINAL ACCEPTANCE OF THE PROJECT.

Change Order No. One to Contract K-2021-112 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Paul D'Andrea, Capital Projects Engineer
- 2. Change Order No. One to Contract K-2021-112
- 3. Project Location Map

Participants in discussion

1. Mr. Scott Sturtz, City Engineer

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-17, CONTRACT K-2122-26 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., IN THE AMOUNT OF \$192,420.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION PROJECT, PERFORMANCE BOND B-2122-29, STATUTORY BOND, B-2122-30 AND MAINTENANCE BOND MB-2122-18 AND RESOLUTION R-2122-20 GRANTING TAXEXEMPT STATUS.

The Bid was Awarded and Contract K-2122-26 was Approved.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Nate McNeely, Engineering Assistant
- 2. Tabulation of Bids dated August 5, 2021, for FYE 2022 Capital Improvement Project, 24th Avenue N.W.
- 3. Engineer's Cost Estimate
- 4. Project Location Maps, Zones 1 through 5
- 5. Contract K-2122-26
- 6. Performance Bond B-2122-29
- 7. Statutory Bond B-2122-30
- 8. Maintenance Bond MB-2122-18
- 9. Resolution R-2122-20

\* \* \* \* \*

17. CONSIDERATION FOR APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-1920-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNIVERSITY OF OKLAHOMA EXTENDING THE TERM OF THE LEASE AGREEMENT FOR OFFICE SPACE, SERVICE BAYS, FLEET STORAGE, AND WAREHOUSE/GARAGE SPACE TO BE USED FOR PROVIDING TRANSPORTATION SERVICES UNTIL DECEMBER 31, 2021 OR UPON SUBSTANTIAL COMPLETION AND OCCUPATION OF THE NORTH BASE COMPLEX PROJECT, PHASE 1, BY THE CITY OF NORMAN.

Amendment No. Four to Contract K-1920-32 was Approved and the Project was Accepted.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Taylor Johnson, Public Transit Coordinator
- 2. Amendment No. Four to Contract K-1920-32
- Contract K-1920-32 with Appendix A, Site Plan of Office Space, Shared/Non-Exclusive Space and Optional Office Space, and Appendix B, Facility Sharing Agreement

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18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OL-POSTPONEMENT OF CONTRACT K-2122-46: A SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MICHAEL W. GRIFFITH AND LISA C. GRIFFITH, HUSBAND AND WIFE, AND OWNERS OF CERTAIN PROPERTY LOCATED AT 5430 NW 36TH AVE, RESOLVING EMINENT DOMAIN ACTION CJ-2021-224 FILED IN THE OKLAHOMA DISTRICT COURT FOR CLEVELAND COUNTY REGARDING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS NECESSARY FOR THE 36TH AVENUE N.W. BOND PROJECT.

Contract K-2122-46 was Approved.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Elizabeth Muckala, Assistant City Attorney
- 2. Contract K-2122-46 with Exhibit A, Permanent Easement and Temporary Driveway Easement, and Exhibit B, Cleveland County District Court Case CJ-2021-224(W), The City of Norman, Oklahoma, a Municipal Corporation, vs. Michael W. Griffith, Husband and Wife; Arvest Bank, an Arkansas Corporation; Jim Reynolds, in his Capacity as Cleveland County Treasurer; and the Board of County Commissioners of Cleveland County

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19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-47: A RIGHT-OF-WAY LICENSE AND INDEMNITY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, (THE "CITY") AND MICHAEL W. GRIFFITH AND LISA C. GRIFFITH, HUSBAND AND WIFE, REGARDING THE CONDITIONS FOR USE OF CERTAIN CITY RIGHT-OF-WAY FRONTING PROPERTY LOCATED AT 5430 36TH AVENUE NW.

Contract K-2122-47 was Approved.

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

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

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Elizabeth Muckala, Assistant City Attorney
- 2. Contract K-2122-47 with Exhibit A, Photograph of Property Right-of-Way and Aerial Map of the Property

Resolutions

20. <u>RESOLUTION R-2122-28:</u> A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2022.

\* \* \* \* \*

Resolution R-2122-28 was Adopted.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Brenda Hall, City Clerk
- 2. Resolution R-2122-28

NON-CONSENT ITEMS

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-32: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS ROOM TAX REVENUE NOTE, TAXABLE SERIES 2021 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE; AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; APPROVING AND AUTHORIZING THE EXECUTION OF A ROOM TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE YEAR-TO-YEAR PLEDGE OF CERTAIN TRANSIENT GUEST ROOM TAX REVENUES; AND CONTAINING OTHER PROVISIONS RELATING THERETO...

Resolution R-2122-32 was Adopted.

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

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

Items Submitted for the Record

- 1. City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
- 2. Resolution R-2122-32 with Certificate of Authority Action
- 3. Memorandum dated August 24, 2021, from Anthony Francisco, Finance Director/NMA Treasurer, to Honorable Mayor and City Councilmembers and Honorable Trustees of the Norman Municipal Authority

Participant in discussion

1. Mr. Anthony Francisco, Finance Director

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-33: A RESOLUTION AUTHORIZING THE NORMAN MUNICIPAL AUTHORITY (THE "AUTHORITY") TO ISSUE ITS ROOM TAX REVENUE NOTE, TAXABLE SERIES 2021 (THE "NOTE") IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,882,000; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE NOTE TO BE SOLD ON A NEGOTIATED BASIS; APPROVING AND AUTHORIZING EXECUTION OF A ROOM TAX AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN TRANSIENT GUEST ROOM TAX REVENUES; APPROVING AND AUTHORIZING EXECUTION OF A NOTE INDENTURE; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE: AUTHORIZING AND DIRECTING THE EXECUTION OF THE NOTE AND OTHER DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Acting as the Norman Municipal Authority, Resolution R-2122-33 was adopted.

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

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

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Anthony Francisco, Finance Director
- 2. Resolution R-2122-33 with Certificate of Authority Action and Schedule A, Principal Payment Schedule
- 3. Memorandum dated August 24, 2021, from Anthony Francisco, Finance Director/NMA Treasurer, to Honorable Mayor and City Councilmembers and Honorable Trustees of the Norman Municipal Authority

Participant in discussion

1. Mr. Anthony Francisco, Finance Director

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With Consensus of Council, Item 25 was considered before Item 23.

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-36: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA SETTING AN EXPECTATION THAT RESIDENTS FOLLOW GUIDANCE FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION TO PREVENT THE SPREAD OF COVID-19, INCLUDING WEARING A MASK IN PUBLIC INDOOR SPACES AND GETTING A VACCINATION; AND AFFIRMING THE ABILITY OF BUSINESSES AND ORGANIZATIONS TO REQUIRE MASKS BEFORE ENTERING ITS SPACE.

Resolution R-2122-36 was adopted.

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 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

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

Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Kathryn Walker, City Attorney
- 2. Resolution R-2122-35

Participant in discussion

- 1. Dr. Dale Bratzler, D.O. MPH, University of Oklahoma (OU) Health Chief Quality Officer, OU Health Science Center
- 2. Dr. Aaron L. Boyd, M.D., F.C.C.P, Norman Regional Health Systems
- 3. Mr. Cody Giles, Ward 2, proponent
- 4. Ms. Maggie Logue, Ward 5, protestant
- 5. Mr. Frank Kump, Ward 2, protestant
- 6. Ms. Kary Kemp, Ward 2, protestant
- 7. Mr. Gary Barksdale, Ward 8, protestant

\* \* \* \* \*

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OLPOSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 OF
AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE
SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19
VACCINATIONS.

Motion on the Floor to Adopt Resolution R-2122-34.

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

#### Items Submitted for the Record

- City Council Staff Report dated August 24, 2021, from Anthony Francisco, Director of Finance
- 2. Resolution R-2122-34

# Participant in discussion

- 1. Mr. Anthony Francisco, Finance Director
- 2. Mr. Darrel Pyle, City Manager
- 3. Mr. Jason Olsen, Director of Parks and Recreation
- 4. Ms. Katherine Cocks, Ward 1, made comments
- 5. Mr. Jesse Vaughn, Ward 4, protestant
- 6. Mr. Cody Giles, Ward 2, made comments
- 7. Mr. Daniel Munson, Ward 6, made comments
- 8. Ms. Maggie Logue, Ward 5, protestant
- 9. Ms. Courtni Loewer, Ward 5, made comments
- 10. Mr. Alex Torvi, Ward 6, made comments
- 11. Mr. Frank Kump, Ward 2, made comments
- 12. Mr. Gary Barksdale, Ward 8, protestant
- 13. Mr. Travis King, Fire Chief

Motion to postpone Resolution R-2021-34 until September 14, 2021

Motion made Councilmember Ward 3 Lynn, Seconded by Councilmember 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

# Participant in discussion

- 1. Mr. Frank Kump, Ward 2, proponent
- 2. Mr. Gary Barksdale, Ward 8, proponent

Resolution R-2122-34 was postponed until September 14, 2021.

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/ONPOSTPONEMENT OF RESOLUTION R-2122-35 APPROPRIATING \$100,000 OF
AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE
SPECIAL GRANTS FUND BALANCE TO BE USED FOR THE FURTHERANCE OF
THE NORMAN ARTS COUNCIL'S SUBGRANT PROGRAMS

The Resolution was Adopted.

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

# Participant in discussion

- 1. Mr. Anthony Francisco, Finance Director
- 2. Ms. Erinn Gavaghan, Executive Director of Norman Arts Council
- 3. Mr. Cody Giles, Ward 2, proponent
- 4. Mr. Daniel Munson, Ward 6, made comments
- 5. Mr. Gary Barksdale, Ward 8, protestant
- 6. Mr. Cody Giles, Ward 2, made comments
- 7. Mr. Frank Kump, Ward 2, made comments

\* \* \* \* \*

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-2 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 AN AUTOMOBILE SERVICE STATION (CAR WASH) IN THE C-1, LOCAL COMMERCIAL DISTRICT FOR LOT THREE (3), IN BLOCK ONE (1), OF PRAIRIE CREEK ADDITION, SECTION 5, NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NEAR THE SOUTHWEST CORNER OF 36TH AVENUE N.W.)

The Ordinance was adopted Upon Second Reading Section by Section.

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

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

Voting Nay: Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Items Submitted for the Record

- 1. City Council Staff Report dated August 10, 2021, from Lora Hoggatt, Planning Services Manager
- 2. Ordinance O-2122-2
- 3. Location map
- 4. Planning Commission Staff Report dated July 8, 2021
- 5. Preliminary site development map
- City of Norman Predevelopment Summary PD21-18 dated June 24, 2021, from Club Carwash Operating, L.L.C., for property located near the southeast corner of Rock Creek Road and 36th Avenue N.W.
- 7. Pertinent excerpts from Planning Commission minutes of July 8, 2021 Participants in discussion
  - 1. Mr. Kurtis Daniels, Cochran Engineering, engineer representing the applicant

The Ordinance was adopted Upon Final Reading as a Whole.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 3 Lynn.

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,

Voting Nay: Councilmembers Holman and Peacock

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# **MISCELLANEOUS COMMENTS**

<u>Transportation to and from Little Axe</u>. Ms. Guin Geyer, Ward 5, said she was the Special Education Teacher at Little Axe Schools and many families in the Little Axe area have need for transportation for their children who cannot drive but would like to have jobs in the Norman Community. She said with talks underway about revamping the current transit system, she would like City Council to consider adding a rural stop to the current bus system. She said it would help Little Axe residents have access to the marina, casino, grocery store, the University of Oklahoma, and Moore-Norman Technology Center.

\*

Apology to City Attorney. Mr. Cody Giles, Ward 2, told Ms. Kathryn Walker, City Attorney, that he did not mean to impugn her legal ability to know whether something is legal or not. He said he has lived in this crazy town long enough to know that there are some crazy lawsuits filed against the city and he would hate for something good and well-intended like a vaccine incentive program to be another lawsuit.

\*

Miscellaneous Discussion, continued:

Norman Arts Council. Mr. Cody Giles, Ward 2, thanked Council for approving the funding for Norman Arts Council. He said he is a Norman Arts Council Board member and is very appreciative.

\*

Municipal Power Plant. Mr. Dan Munson, Ward 6, said he thought the reliability of electricity in Norman has reduced over the last few years. He said there are a lot more power outages and they are not only weather related. He said one business drawing a lot of electricity from the grid is medical marijuana and the largest medical marijuana producer in Oklahoma makes approximately 100 pounds a month. He said this is the perfect time to consider municipal power. He said there are 46 municipal power plants in Oklahoma and there is a significant federal infrastructure bill that will be spent soon. He said one of the items that is earmarked are transmission lines at a cost of \$73 billion. He said the City of Norman should consider doing this now.

## **ADJOURNMENT**

| The Meeting was Adjourned at 9:23 p.m. |       |  |
|--|-------|--|
|  |       |  |
|  |       |  |
|  |       |  |
| City Clerk                             | Mayor |  |



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, October 24, 2023 at 6:30 PM

# MINUTES

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, October 24, 2023 at 6:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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

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

#### CALL TO ORDER

Mayor Heikkila called the meeting to order.

#### **ROLL CALL**

#### **PRESENT**

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montova

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Heikkila.

#### **PROCLAMATIONS**

1. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING WEDNESDAY, NOVEMBER 1, 2023, AS NATIONAL FAMILY LITERACY DAY IN THE CITY OF NORMAN.

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

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

# Participants in discussion

1. Ms. Carolyn McCabe, Regent, and Ms. Jane Harris, Vice Regent of the Black Beaver Chapter of the National Society, Daughters of the American Revolution, accepted the proclamation and thanked the Council.

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2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF OCTOBER 2023, AS COMMUNITY PLANNING MONTH IN THE CITY OF NORMAN.

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

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

# Participants in discussion

1. Mr. Cameron Brewer, Planning Commissioner, accepted the proclamation and thanked the Council.

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#### COUNCIL ANNOUNCEMENTS

Councilmember Ball announced an Art Forces Class at the Firehouse Art Center for October 29, 2023.

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Councilmember Moytoya announced the E-Waste event scheduled at Reaves Park on October 28, 2023.

\*

# Council Announcements, continued

Councilmember Grant announced several upcoming events for Ward 4; All Access Haunt, Blue Bonnet Costume Party, Twilight Trick or Treat, outdoor movies at Lion's Park, and the Veterans Day events. She also mentioned October was Mental Health Awareness Month.

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Councilmember Holman announced several upcoming events; E-Waste event at Reaves Park, Halloween festivities and the tree giveaway at Griffin Park. He recognized the one year anniversary of the Household Hazardous Waste Facility. He encouraged those interested in transportation or transit related issues to attend the monthly Council Community and Transportation Committee meetings on the fourth Thursday of every month.

\*

Councilmember Peacock announced the upcoming One Norman event to be held at the Weather Center on October 30, 2023.

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#### **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 25 be placed on the consent docket.

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

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

Items 3 through 25 with the exception of Item 22 were placed on the Consent Docket.

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# First Reading Ordinance

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Northeast corner of 36th Avenue N.W. and Franklin Road)

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

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

Ordinance O-2324-1 was adopted upon First Reading by Title.

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4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-22 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE 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 SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHEAST CORNER OF OAKHURST AVENUE AND EAST IMHOFF ROAD)

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

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

Ordinance O-2324-22 was adopted upon First Reading by Title.

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# **Reports/Communications**

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

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

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

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

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6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF SEPTEMBER, 2023.

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

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

Receipt of the Monthly Department Reports was acknowledged.

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# **Donation**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF \$25,325 FOR A MURAL TO BE PLACED ON TWO WALLS IN THE NATATORIUM AT THE ADULT WELLNESS AND EDUCATION CENTER, 602 N. FINDLAY AVENUE.

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

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

Donation in the amount of \$25,325 was accepted.

# **Easement**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2324-1 AND EASEMENTS E-2324-27, E-2324-28 and E-2324-29: FOR MAPPES ESTATES (LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FRANKLIN ROAD AND 36TH AVENUE NE).

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

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

Norman Rural Certificate of Survey for Mappes Estates was approved and the easements were accepted.

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9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-20: A GRANT OF RIGHT-OF-WAY FROM SAVANNAH CUSTOM BUILDERS, LLC, FOR THE CONSTRUCTION OF THE SIDEWALK ALONG CLASSEN BOULEVARD IN NORMAN.

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

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

Easement E-2324-20 was accepted and the filing thereof with the Cleveland County Clerk was directed.

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# **Encroachment**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACHMENT EN-2324-3: FOR LOT 1, BLOCK 8, VINTAGE CREEK ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (716 LEGACY AVENUE)

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

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

Consent to Encroachment EN-2324-3 was approved and the filing thereof with the Cleveland County Clerk was directed.

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# **Certificate of Plat Correction**

11. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-3 FOR ST. JAMES PARK, SECTION 5.

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

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

Certificate of Plat Correction CPC-2324-3 for St. James Park Addition, Section 5, was approved.

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# Contracts

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1213-163: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND GARVER, LLC, INCREASING THE CONTRACT AMOUNT BY \$1,880 FOR A REVISED CONTRACT AMOUNT OF \$129,986 TO PROVIDE ADDITIONAL CONSTRUCTION PHASE SERVICES FOR STREET WIDENING AND TRAFFIC SIGNAL IMPROVEMENTS AT THE 12<sup>TH</sup> AVENUE NE AND HIGH MEADOWS DRIVE INTERSECTION AS OUTLINED IN THE STAFF REPORT.

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

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

Amendment No. Three to Contract K-1213-162 was approved.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-75: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$138,486.26 FOR A REVISED AMOUNT OF \$3,478,424.44 FOR THE EAST ALAMEDA STREET BOND PROJECT FROM RIDGE LAKE BOULEVARD TO 48<sup>TH</sup> AVENUE S.E., THE FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$173,921.25 AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. One to Contract K-2122-75 was approved.

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2223-85: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND OLSSON, INC. FOR SUPPLEMENTAL DESIGN ENGINEERING OF THE 36<sup>TH</sup> AVENUE SE WIDENING PROJECT – CEDAR LANE ROAD TO STATE HIGHWAY 9 IN THE AMOUNT OF \$38,600.00 AS OUTLINED IN THE STAFF REPORT.

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

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

Amendment No. One to Contract K-2223-85 was approved.

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, INCREASING THE CONTRACT AMOUNT BY \$1,717.90 FOR A REVISED AMOUNT OF \$509,470.74, FOR THE STREET MAINTENANCE BOND PROGRAM -ASPHALT PREVENTIVE MAINTENANCE - FYE 2024 LOCATIONS PROJECT, THE FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT OF \$192,535.61 AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. Two to Contract K-2324-8 was approved.

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-75: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COXCOM, L.L.C., FORMERLY KNOWN AS COXCOM, INC. FOR A NON-EXCLUSIVE AGREEMENT TO PROVIDE CABLE SERVICES AND CABLE SYSTEM IN THE CITY OF NORMAN.

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

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

Contract K-2324-75 was approved.

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDING BID 2324-12 AND CONTRACT K-2324-80: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND INDUSTRIAL HYDRO SERVICES, LLC, TO COMPLETE DIGESTER #2 BIOSOLIDS REMOVAL AND DISPOSAL AT THE NORMAN UTILITIES AUTHORITY WATER RECLAMATION FACILITY AT A RATE OF \$0.235 PER GALLON AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority, motion made by Trustee Ward 8 Peacock, Seconded by Trustee Ward 7 Holman.

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

Bids for Bid 2324-21 were accepted and Contract K-2324-80 was approved.

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18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY, STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$38,220.00 TO BE USED BY THE MUNICIPAL COURT, APPROVAL OF CONTRACT K-2324-86, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

The grant was accepted and Contract K-2324-86 was approved.

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19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-87: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, CITY OF NOBLE, AND CLEVELAND COUNTY PROVIDING FOR A SHARED ASPHALT MAINTENANCE PROJECT ON 60<sup>TH</sup> AVENUE SE BETWEEN POST OAK ROAD AND ETOWAH ROAD AS OUTLINED IN THE STAFF REPORT.

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

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

Contract K-2324-87 was approved.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-89: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MILESTONE PROPERTY DEVELOPMENT, LLC, FOR AN AFFORDABLE HOUSING PROJECT.

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

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

Contract K-2324-89 was approved.

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21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-90: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY AND MATRIX CONSULTING GROUP IN THE AMOUNT OF \$188,040 TO CONDUCT A PUBLIC SAFETY RESOURCE ALLOCATION STUDY.

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

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

Contract K-2324-90 was approved.

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#### Resolutions

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2324-52: AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN") TO NAME A REPLACEMENT FOR A STEERING COMMITTEE MEMBER, ACKNOWLEDGING THE ADDITION OF THE PARKS AND RECREATION MASTER PLAN, ADDING TO THE LIST OF PARTNERS, CLARIFYING THE PROCESS OF SELECTION OF SUBCOMMITTEE MEMBERS, AND SETTING FORTH ATTENDANCE REQUIREMENTS FOR STEERING COMMITTEE MEMBERS.

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

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

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

Voting Nay: Mayor Heikkila and Councilmember Ward 1 Ball

Participants in discussion

- 1. Mr. Russell Rice
- 2. Ms. Elizabeth McKinney

Amendment No. One to Resolution R-2324-52 was postponed to November 14, 2023.

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23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-72: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$336,705 FROM THE GENERAL FUND BALANCE, \$16,815 FROM THE ROOM TAX FUND BALANCE, \$674 FROM THE SEIZURE FUND BALANCE, \$617,004 FROM THE PUBLIC TRANSPORTATION FUND BALANCE, \$236,910 FROM THE WESTWOOD FUND BALANCE, \$1,120 FROM THE SEWER MAINTENANCE FUND BALANCE, \$3,976,222 FROM THE RISK MANAGEMENT FUND BALANCE, AND \$3,345,882 FROM THE CAPITAL FUND BALANCE, TO CLOSE OUT YEAR END ACCOUNTING ENTRIES FOR FYE 2023.

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

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

Resolution R-2324-72 was adopted.

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-73: A RESOSLUTION OF THE COUNCIL OF THE CITY OF NORMAN SELECTING CONSOR ENGINEERS, INC., AS THE CITY OF NORMAN'S APPOINTED BRIDGE SAFETY INSPECTION CONSULTANT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR COMPLIANCE WITH THE NATIONAL BRIDGE INSPECTION STANDARDS.

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

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

Resolution R-2324-73 was adopted.

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25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-77: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,000 FROM THE ANIMAL CONTROL DONATION ACCOUNT TO BE USED TO PURCHASE A MEDICAL/VETERINARY X-RAY MACHINE.

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

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

Resolution R-2324-77 was adopted.

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#### **NON-CONSENT ITEMS**

### **Second Reading Ordinance**

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R2324-41: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE LOT SEVEN (7), BLOCK ONE (1), OF TULL'S 1ST ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE OFFICE DESIGNATION. (1413 North Crawford Avenue)

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

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

Participants in discussion

- 1. Mr. Michael Young, applicant
- 2. Ms. Jane Hudson, Director of Planning and Community Development

# Resolution R-2324-41 was adopted.

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27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-11 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT SEVEN (7), IN BLOCK ONE (1), TULL'S 1<sup>ST</sup> ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1413 North Crawford Avenue)

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

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

Ordinance O-2324-11 was adopted on Second Reading section by section.

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

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

Ordinance O-2324-11 was adopted upon Final Reading.

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28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-42: 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 LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW-DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION; AND REMOVE PART OF LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE OFFICE DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION. (1027 and 1035 South Berry Road)

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

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

Participants in discussion

- 1. Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant.
- 2. Mr. Rick McKinney, The McKinney Partnership, architect representing the applicant.

Resolution R-2324-42 was adopted.

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29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/CRED POSTPONEMENT OF ORDINANCE O-2324-12 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT TWO (2), IN BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

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

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

# Ordinance O-2324-12 was adopted on Second Reading section by section.

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

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

# Ordinance O-2324-12 was adopted upon Final Reading.

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30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-43: 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 TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION. (3800 36th Avenue N.W.)

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

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

Participants in discussion

- Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant.
- 2. Mr. Shawn O'Leary, Director of Public Works
- 3. Ms. Dafney Summers, proponent

#### Resolution R-2324-43 was adopted.

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31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-13 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (3800 36th Avenue N.W.)

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

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

# Ordinance O-2324-13 was adopted on Second Reading section by section.

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

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

Ordinance O-2324-13 was adopted upon Final Reading.

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#### **Preliminary Plats**

32. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN PRELIMINARY PLAT PP-2324-4: FOR 3800 36th AVENUE NW, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED ONE QUARTER MILE NORTH OF WEST TECUMSEH ROAD ON THE WEST SIDE OF 36TH AVENUE NW).

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

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

Preliminary Plat PP-2324-4 was approved.

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33. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN PRELIMINARY PLAT PP-2122-2: FOR DESTIN LANDING ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD AND ONE-QUARTER MILE WEST OF 36TH AVENUE SE).

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

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Ball.

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

Preliminary Plat PP-2122-2 was postponed to November 14, 2023.

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34. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-31: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND FARZANEH DEVELOPMENT, LLLP, AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE DESTIN LANDING DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE DESTIN LANDING LIFT STATION AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Ball.

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

Contract K-2324-31 was postponed to November 14, 2023.

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#### MISCELLANEOUS COMMENTS

Mr. Richard Baxter of Racism Stinks announced a community event to be held on November 4, 2023.

\*

Ms. Karlinda Gravel, Ward 4, asked Staff to repair the electrical outlets along Legacy Trail and suggested metal covers be placed over them to prevent damage.

\*

Ms. Sherylann Densow, Wards 4 and 6, referenced a utility line hanging nine feet from the ground between her house and her neighbors and asked Staff to check on contractors installing lines.

\*\*\*\*

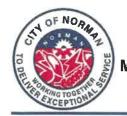
# ADJOURNMENT

| I | he | meeting | adjourned | at | 8:21 | p.m. |
|---|----|---------|-----------|----|------|------|
|---|----|---------|-----------|----|------|------|

ATTEST:

| City Clerk | Mayor |
|------------|-------|





# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, July 11, 2023 at 6:30 PM

# **MINUTES**

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, July 11, 2023 at 6:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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

#### **ROLL CALL**

#### **PRESENT**

Mayor Larry Heikkila

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

#### **ABSENT**

Councilmember Ward 1 Austin Ball

Councilmember Ward 8 Matthew Peacock

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Heikkila.

### Swearing In

 ADMINISTERING THE OATH OF OFFICE TO AND SEATING OF COUNCILMEMBER-ELECT MICHAEL NASH, WARD 5.

Judge Drew Nichols administered to Oath of Office and declared Michael Nash duly seated as Councilmember for Ward 5.

\* \* \* \* \*

#### **AWARDS AND PRESENTATIONS**

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-17: RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND RECOGNIZING CITY OF NORMAN EMPLOYEES WHO HAVE RECEIVED RECOGNITION OR PRESENTED AWARDS BY OUTSIDE ORGANIZATIONS IN CONNECTIONS WITH THEIR DUTIES AT THE CITY OF NORMAN.

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

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

Resolution R-2324-17 was adopted.

\* \* \* \* \*

#### **PROCLAMATIONS**

3. CONSIDERATION OF ACKNOWLEDGING RECEIPT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-2: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JULY, 2023, AS WATER'S WORTH IT™ MONTH IN THE CITY OF NORMAN.

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

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

Receipt of Proclamation P-2324-2 was acknowledged.

#### **COUNCIL ANNOUNCEMENTS**

Norman Day. Councilmembers Holman, Grant and Montoya announced the events associated with the Norman Day celebration on July 4<sup>th</sup>.

\*

New Councilmembers. Councilmember Holman welcomed the newly sworn in Councilmembers and said he is looking forward to working with them.

Councilmembers Foreman, Grant, Montoya and Mayor Heikkila welcomed Ward 5 Councilmember Michael Nash.

Councilmember Nash said he is humbled to return to the Norman City Council.

\*

<u>One Norman</u>. Councilmember Grant announced the One Norman Town Hall meeting scheduled for tomorrow evening.

\*

Art Walk. Councilmember Grant encouraged everyone to attend the upcoming Art Walk in downtown Norman.

\*

<u>Awards</u>. Councilmembers Grant and Schueler congratulated City Staff who received recognition or awards from outside organizations.

\*

<u>City Council Retreat</u>. Councilmember Schueler said the Council retreat is scheduled for next month and encouraged constituents to reach out to her if they had items they wanted Council to discuss at the retreat.

\*\*\*\*

#### **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 40 be placed on the consent docket.

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

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

# Item 4 through Item 40 were placed on the Consent Docket.

\* \* \* \*

#### **Appointments**

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENT OF COUNCILMEMBER PEACOCK AS MAYOR PRO TEM.

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

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

#### The appointment was approved.

\* \* \* \* \*

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE APPOINTMENT OF MAYOR HEIKKILA AS REPRESENTATIVE AND COUNCILMEMBER SCHUELER ALTERNATE REPRESENTATIVE TO THE OKLAHOMA MUNICIPAL LEAGUE BOARD OF DIRECTORS.

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

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

#### The appointments were approved.

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE APPOINTMENT OF MAYOR HEIKKILA AS REPRESENTATIVE AND COUNCILMEMBER HOLMAN ALTERNATE REPRESENTATIVE TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS BOARD OF DIRECTORS.

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

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

#### The appointments were approved.

\* \* \* \* \*

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENT OF COUNCILMEMBER FOREMAN TO SERVE ON THE BOARD OF TRUSTEES FOR THE CITY OF NORMAN RETIREMENT SYSTEM.

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

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

#### The appointment was approved.

\* \* \* \* \*

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

# **BICYCLE ADVISORY COMMITTEE**

TERM: 07-11-23 TO 02-13-26: PAUL WARREN, WARD 7

#### LIBRARY BOARD

TERM: 07-11-23 TO 05-01-26: LAURA DOUGHTY, WARD 8

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

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

#### The appointments were approved.

#### **First Reading Ordinance**

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

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

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

# Ordinance O-2223-39 was adopted on First Reading.

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

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

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

Ordinance O-2223-46 was adopted on First Reading.

#### Reports/Communications

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

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

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

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

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#### Request for Payment

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2024 DUES ASSESSMENT IN THE AMOUNT OF \$65,000 TO THE OKLAHOMA MUNICIPAL LEAGUE FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024.

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

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

The annual dues payment was approved.

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13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2324-1: SUBMITTED BY WOODSTOCK CONDOMINIUM OWNERS ASSOCIATION IN THE AGREED AMOUNT OF \$25,000 FOR DAMAGE TO A PARKING LOT AT 1932 EAST LINDSEY STREET AS A RESULT OF A WATER MAIN BREAK ON JULY 24, 2022.

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

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

Special Claim SC-2324-1 was approved.

#### **Easement**

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-2: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE NORTH BASE PHASE 2 VEHICLE WASH FACILITY PROJECT.

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

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

# Easement E-2324-2 was granted.

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CROSS ACCESS EASEMENT E-2324-5: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CATHERINE H. PETERSEN AND LESTER E. R. DOTY TO PROVIDE ACCESS FOR BOTH PARTIES TO THE DRIVE LOCATED BETWEEN 320 EAST COMANCHE STREET AND 314 EAST COMANCHE STREET.

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

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

Cross Access Easement E-2324-5 was accepted and the filing thereof with the Cleveland County Clerk was directed.

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#### **Encroachment**

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2223-3: FOR LOT 30, BLOCK 4, VINTAGE CREEK ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (512 LEGACY COURT)

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

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

Consent to Encroach EN-2223-3 was approved and the filing thereof with the Cleveland County Clerk was directed.

# **Certificate of Survey**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-5: FOR THE AMENDED RULE'S EMERALD SPRINGS ADDITION (GENERALLY LOCATED ON THE SOUTH SIDE OF FRANKLIN ROAD AND APPROXIMATELY 1/3 MILE EAST OF 12th AVENUE NW.)

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

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

Norman Rural Certificate of Survey COS-2223-5 was approved and the filing thereof with the Cleveland County Clerk was directed.

#### **Certificate of Plat Correction**

18. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-1: FOR SHOPS AT TECUMSEH.

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

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

Certificate of Plat Correction CPC-2324-1 was approved and the filing thereof with the Cleveland County Clerk was directed.

#### Contracts

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1617-103: WITH EST, INC. FOR SUPPLEMENTAL FINAL DESIGN ENGINEERING SERVICES ON THE CEDAR LANE ROAD PROJECT FROM BLACK LOCUST COURT TO 36<sup>TH</sup> AVENUE EAST IN THE AMOUNT OF \$81,045 FOR THE 2019 BOND PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Amendment No. Two to Contract K-1617-103 was approved.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2122-92: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC. AND FINAL PAYMENT IN THE AMOUNT OF \$20,000 FOR THE NEW SANITATION OFFICE BUILDING.

# **Acting as the Norman Utilities Authority**

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

Voting Yea: Chairman Heikkila, Trustee Ward 2 Schueler, Trustee Ward 3 Montoya, Trustee Ward 4 Grant, Trustee Ward 5 Nash, Trustee Ward 6 Foreman, Trustee Ward 7 Holman

Final Acceptance of Contract K-2122-92 was approved.

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$1,858.87 FOR A REVISED AMOUNT OF \$1,299,392.63 AND FINAL ACCEPTANCE AND FINAL PAYMENT IN THE AMOUNT OF \$64,969.63 FOR THE URBAN CONCRETE, FYE 2023 LOCATIONS, BID 2 PROJECT.

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

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

Change Order No. Two to Contract K-2223-2 was approved.

22. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-3: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT TAP3-7981(004)TP, STATE JOB 37981(04), TO PROVIDE TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 48<sup>th</sup> AVENUE SE AND 72<sup>nd</sup> AVENUE SE AND RESOLUTION R-2324-3 WITH CAPITAL FUND BALANCE APPROPRIATION OF \$529,492 AS OUTLINED IN THE STAFF REPORT.

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

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

#### Contract K-2324-3 was approved.

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23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-9: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THUNDERBIRD CLUBHOUSE BOARD, INC., IN THE AMOUNT OF \$50,000 FOR THE COORDINATION OF ACTIVITIES FOR THE OK504 NORMAN/CLEVELAND COUNTY CONTINUUM OF CARE.

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

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

# Contract K-2324-9 was approved.

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24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-10: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY, WILDLIFE SERVICES DIVISION IN THE AMOUNT OF \$20,000 FOR CONTROL OF AQUATIC RODENT SERVICES THROUGH JUNE 30, 2024 AS OUTLINED IN THE STAFF REPORT.

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

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

#### Contract K-2324-10 was approved.

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25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-11: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC., IN THE AMOUNT OF \$100,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.

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

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

### Contract K-2324-11 was approved.

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26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-12: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC. IN THE AMOUNT OF \$73,137 FOR THE STRONG NEIGHBORHOODS INITIATIVE PROGRAM.

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

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

#### Contract K-2324-12 was approved.

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OL. POSTPONEMENT OF CONTRACT K-2324-13: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND METROPOLITIAN FAIR HOUSING, INC. IN THE AMOUNT OF \$30,000 FOR THE FAIR HOUSING ACTIVITIES.

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

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

# Contract K-2324-13 was approved.

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC., IN THE AMOUNT OF \$100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING.

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

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

# Contract K-2324-14 was approved.

29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-15: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ROSE ROCK HABITAT FOR HUMANITY, INC. IN THE AMOUNT OF \$40,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING.

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

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

#### Contract K-2324-15 was approved.

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/O-POSTPONEMENT OF CONTRACT K-2324-18: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY, THE OKLAHOMA WATER RESOURCES BOARD AND THE U.S. GEOLOGICAL SURVEY IN THE AMOUNT OF \$6,500 TO PROVIDE FOR CANADIAN RIVER WATER QUALITY AND WATER QUANTITY MONITORING.

# **Acting as the Norman Utilities Authority**

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

Voting Yea: Chairman Heikkila, Trustee Ward 2 Schueler, Trustee Ward 3 Montoya, Trustee Ward 4 Grant, Trustee Ward 5 Nash, Trustee Ward 6 Foreman, Trustee Ward 7 Holman

Contract K-2324-18 was approved.

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31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-19: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND BIOSTAR E LIGHT JV, L.L.C., IN AN AMOUNT NOT TO EXCEED \$160,000 FOR TAX ASSISTANCE SERVICES.

# **Acting as the Norman Utilities Authority**

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

Voting Yea: Chairman Heikkila, Trustee Ward 2 Schueler, Trustee Ward 3 Montoya, Trustee Ward 4 Grant, Trustee Ward 5 Nash, Trustee Ward 6 Foreman, Trustee Ward 7 Holman

Contract K-2324-19 was approved.

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32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF COMPENSATION AGREEMENT K-2324-20 AND EASEMENT E-2324-1: CONVEYING A TRANSMISSION LINE EASEMENT, AND PROVIDING FOR COMPENSATION FOR SAID EASEMENT, FROM THE CITY OF NORMAN TO NEXT ERA ENERGY TRANSMISSION SOUTHWEST, LLC AT PROPERTY LOCATED AT NW CORNER OF FRANKLIN ROAD AND 12<sup>TH</sup> AVE NE, FOR NEXT ERA'S MINCO-PLEASANT VALLEY-DRAPER TRANSMISSION LINE PROJECT.

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

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

Contract K-2324-20 was approved and Conveyance of E-2324-1 was granted.

\* \* \* \*

33. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-21: FOR LEASE OF PROPERTY BY THE CITY OF NORMAN TO NEXT ERA ENERGY TRANSMISSION SOUTHWEST, LLC FOR PROPERTY LOCATED AT NW CORNER OF FRANKLIN ROAD AND 12<sup>TH</sup> AVE NE, FOR NEXT ERA'S USE AS A MATERIALS LAY-DOWN YARD RELATING TO ITS MINCO-PLEASANT VALLEY-DRAPER TRANSMISSION LINE PROJECT.

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

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

### Contract K-2324-21 was approved.

34. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-22: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN ARTS COUNCIL FOR THE PROMOTION OF ARTS PROGRAMS TO FURTHER CONVENTION AND TOURISM DEVELOPMENT FOR THE CITY, AND TO PROVIDE 25% OF THE NORMAN TRANSIENT GUEST ROOM TAX FOR SAID SERVICES.

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

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

Contract K-2324-22 was approved.

35. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF K-2324-23: BETWEEN THE NORMAN VISITORS AND CONVENTION BUREAU AND THE CITY OF NORMAN FOR THE PURPOSE OF ENCOURAGING, PROMOTING, AND FOSTERING CONVENTION AND TOURISM DEVELOPMENT IN THE CITY.

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

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

# Contract K-2324-23 was approved.

36. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-24: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PROJECTIONE, L.L.C., D/B/A PROJECT ONE STUDIO IN THE AMOUNT OF \$89,000 FOR THE DESIGN AND CREATION OF

NORMAN FORWARD PUBLIC ARTS FUND.

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

A SCULPTURE TO BE PLACED AT THE GRIFFIN PARK FUNDED THROUGH THE

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

# Contract K-2324-24 was approved.

37. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-25: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SKUNK CONTROL IN THE AMOUNT OF \$100,000 FOR THE DESIGN AND CREATION OF A SCULPTURE TO BE PLACED AT THE NORMAN SENIOR WELLNESS CENTER FUNDED THROUGH THE NORMAN FORWARD PUBLIC ARTS FUND.

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

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

### Contract K-2324-25 was approved.

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38. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OLY POSTPONEMENT OF CONTRACT K-2324-26: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TYLER FUQUA CREATIONS IN THE AMOUNT OF \$62,000 FOR THE DESIGN AND CREATION OF A SCULPTURE TO BE PLACED AT THE REAVES PARK FUNDED THROUGH THE NORMAN FORWARD PUBLIC ARTS FUND.

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

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

# Contract K-2324-26 was approved.

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### Resolutions

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-14: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND NORMAN MUNICIPAL AUTHORITY, APPROPRIATING \$32,778 FROM THE WESTWOOD FUND BALANCE FOR A LEAK REPAIR AT THE WESTWOOD FAMILY AQUATIC CENTER.

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

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

Resolution R-2324-14 was adopted.

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OP-POSTPONEMENT OF RESOLUTION R-2324-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING THE CITY ATTORNEY TO RETAIN CERTAIN OUTSIDE COUNSEL DURING FISCAL YEAR ENDING JUNE 30, 2024 IN A CUMULATIVE AMOUNT NOT TO EXCEED \$215,000, TO PROVIDE LEGAL SERVICES TO AND ON BEHALF OF THE CITY WHEN REPRESENTATION BY THE CITY ATTORNEY'S OFFICE MAY CONSTITUTE A CONFLICT OF INTEREST, WHEN A PARTICULAR SUBJECT MATTER OR CASE REQUIRES ADDITIONAL EXPERTISE, OR WHEN NECESSITATED BY WORKLOAD DEMANDS.

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

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

Resolution R-2324-16 was adopted.

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#### **NON-CONSENT ITEMS**

41. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-44 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF LOT THREE (3) AND ALL OF LOTS FOUR (4), FIVE (5), AND SIX (6), IN BLOCK SIXTY-NINE (69) OF LARSH'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (101 W. SYMMES STREET)

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

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

Participants in Discussion

- 1. Mr. Peter Petromilli, applicant
- 2. Ms. Karlinda Gravel, Ward 4, asked questions
- 3. Ms. Mary Francis, Ward 7, made comments
- 4. Mr. Evan Dunn, Ward 7, opponent

Ordinance O-2223-44 was adopted Upon Second Reading Section by Section.

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

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

### Ordinance O-2223-44 was adopted on Final Reading.

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42. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT PP-2223-7: FOR THE DOMERICA ADDITION (GENERALLY LOCATED AT 3360 SOUTH CLASSEN BOULEVARD (APPROXIMATELY ONE-HALF MILE SOUTH OF STATE HIGHWAY NO. 9 ON THE WEST SIDE OF CLASSEN BOULEVARD).

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

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

Participants in Discussion

- 1. Mr. Bill Swain, Parkhill, engineer representing the applicant
- 2. Mr. Shawn O'Leary, Director of Public Works

# The preliminary plat was approved.

\* \* \* \*

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-52 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 12-526 OF THE NORMAN CODE OF ORDINANCES, INCREASING THE NUMBER OF VOTING BOARD MEMBERS OF THE RECIPIENT ENTITY OF CONVENTION AND TOURISM DEVELOPMENT FUNDS FROM THIRTEEN TO NINETEEN TO ALLOW ADDITIONAL BOARD MEMBERS REPRESENTATIVE OF THE SPORTS INDUSTRY AND SPORTS COMMUNITY; PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

#### Participants in Discussion

- 1. Ms. Heather Poole, Assistant City Attorney
- 2. Ms. Marguerite Larson, Ward 6, asked questions
- 3. Ms. Mary Francis, Ward 7, made comments
- 4. Mr. Evan Dunn, Ward 7, proponent
- 5. Mr. Dan Schemm, Executive Director of Visit Norman

# Ordinance O-2223-52 was adopted Upon Second Reading Section by Section.

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

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

#### Ordinance O-2223-52 was adopted on Final Reading.

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OF ADOPTION, REJECTION, 44. CONSIDERATION AMENDMENT POSTPONEMENT OF ORDINANCE O-2223-53 UPON SECOND AND FINAL READING: AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF NORMAN, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE: PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS: PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF NORMAN; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS: REQUIRING GRANTEE TO PAY A FRANCHISE FEE: ESTABLISHING GRANTOR'S OPTION TO PURCHASE; PROVIDING FOR CONDITIONS OF THE FRANCHISE: PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR THE SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY: PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF AND DECLARING AN EMERGENCY; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

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

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

#### Participants in Discussion

- 1. Mr. Dustin Frederick, attorney representing Oklahoma Natural Gas
- 2. Ms. Marguerite Larson, Ward 6, made comments
- 3. Ms. Mary Francis, Ward 7, made comments
- 4. Mr. Evan Dunn, Ward 7, asked questions

# Ordinance O-2223-53 was adopted Upon Second Reading Section by Section.

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

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

### Ordinance O-2223-53 was adopted on Final Reading.

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45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-15: 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 TO BE HELD ON SEPTEMBER 12, 2023.

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

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

#### Resolution R-2324-15 was adopted.

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46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OPPOSTPONEMENT OF ORDINANCE O-2223-54 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REPEALING ARTICLE 2-111-2, ART IN PUBLIC PLACES PROGRAM, AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

# Participants in Discussion

- 1. Ms. Heather Poole, Assistant City Attorney
- 2. Ms. Erinn Gavaghan, Executive Director of Norman Arts Council
- 3. Ms. Mary Francis, Ward 7, made comments
- 4. Mr. Evan Dunn, Ward 7, proponent

# Ordinance O-2223-44 was adopted Upon Second Reading Section by Section, as amended.

Motion made by Councilmember Ward 6 Foreman to amend the title to also repeal Section 2-308, 2-310, and 2-311, Seconded by Councilmember Ward 7 Holman.

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

# Participants in Discussion

1. Ms. Kathryn Walker, City Attorney

# The title of Ordinance O-2223-44 was amended to also repeal Sections 2-308, 2-310, and 2-311.

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

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

Ordinance O-2223-44 was adopted on Final Reading, as amended.

#### **MISCELLANEOUS COMMENTS**

# Scripture

Ms. Becky Bendure, Ward 5, read a scripture from Deuteronomy and said a prayer.

# **Unhoused Community/Homeless**

Mr. Sam Bayouth, Ward 5, said Norman has a problem with its unhoused citizens and he is concerned about safety.

Ms. Judy Moss, Ward 4, discussed the arrest record of a 61 year old unhoused individual and provided stats on police calls for service at the Emergency Shelter located at 109 West Gray Street.

Ms. Karlinda Gravel, Ward 4, described experiences she has had with the unhoused community.

Ms. Chelsey Gravel, Ward 4, described situations she has witnessed related to the unhoused community.

#### Sports - Visit Norman

Ms. Mary Francis, Ward 7, felt the changes made to Visit Norman's board structure for the Sports Commission was not necessary. She felt sports is already over-loaded in Norman and additional sporting events was not necessary.

Mr. Evan Dunn, Ward 7, said he has been moved by the antidotes of fear and terror people have been feeling and discussed the book, "Breath" which includes fundamental changes people can incorporate to maximize respiration and oxygenation that flows with sleep.

\* \* \* \* :

#### **ADJOURNMENT**

| The Meeting was adjourned at 8:32 p.m. |       |  |
|--|-------|--|
|  |       |  |
| City Clork                             | Mayor |  |
| City Clerk                             | Mayor |  |





# CITY OF NORMAN, OR CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, November 14, 2023 at 6:30 PM

# **MINUTES**

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, November 14, 2023 at 6:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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

#### **CALL TO ORDER**

Mayor Heikkila called the meeting to order.

#### **ROLL CALL**

**PRESENT** 

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Heikkila.

#### **APPROVAL OF MINUTES**

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

CITY COUNCIL SPECIAL SESSION MINUTES OF APRIL 20, 2021 CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 1, 2023 CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 8, 2023 FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 19, 2023

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

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

The minutes were approved.

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#### **AWARDS AND PRESENTATIONS**

2. PRESENTATION OF A CIVILIAN SERVICE MEDAL AND CERTIFICATE TO MS. KAYLEE MCKINNEY AND MS. KEIANNA CROSS FOR THEIR EXEMPLARY ASSISTANCE TO FIRST RESPONDERS.

Deputy Chief Ricky Jackson recognized Ms. Kaylee McKinney and Ms. Keianna Cross and presented them Civilian Service Medals and Certificates.

#### **PROCLAMATIONS**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF DECEMBER, 2023, AS NATIONAL IMPAIRED DRIVING PREVENTION MONTH IN THE CITY OF NORMAN.

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

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

# Participants in discussion

1. Captain Carl Pendleton, Norman Police Department, accepted the proclamation and thanked the Council.

### Receipt of the proclamation was acknowledged.

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4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-16: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, NOVEMBER 25<sup>TH</sup>, 2023 AS SMALL BUSINESS SATURDAY IN THE CITY OF NORMAN.

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

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

# Participants in discussion

1. Ms. Laura Deprez, Gaberino's Restaurant, accepted the proclamation and thanked the Council.

# Receipt of the proclamation was acknowledged.

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#### **COUNCIL ANNOUNCEMENTS**

Councilmember Peacock announced a Styrofoam Recycling event to be held at the Central Library on November 18, 2023.

Councilmember Holman said the Adult Wellness and Education Center opened yesterday, November 13th. He encouraged everyone to Shop Norman.

\*

Councilmember Foreman said the City received a \$2 million grant from the Bureau of Reclamation to be used on the new water meter project. She also wished everyone a happy holiday.

\*

Councilmember Grant congratulated Staff on the 2023 Parks Rodeo. She also made comments on the recent incidents that have taken place in downtown Norman including a stabbing at Scratch restaurant.

Council Announcements, continued

Councilmember Montoya wished everyone happy holidays.

\*

Councilmember Schueler thanked those in attendance at tonight's meeting.

\*

Councilmember Ball referenced stats from the Homebase Study regarding the biggest obstacle to ending homelessness.

\*\*\*\*

#### CONSENT DOCKET

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

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

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

Items 5 through 35 were placed on the Consent Docket.

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#### First Reading Ordinance

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 533 ("FH, FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, TO REVISE AND ADD DEFINITIONS TO SUBPART (C) ("DEFINITIONS"), TO ALLOW FOR "CUMULATIVE COST" TO BE ACCOUNTED FOR IN DETERMINING "SUBSTANTIAL IMPROVEMENTS" AND TO DEFINE "MARKET VALUE"; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

Ordinance O-2324-14 was adopted upon First Reading by title.

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN, AND/OR POSTPONEMENT OF ORDINANCE O-2324-16 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, AND THE NORTHWEST QUARTER (NW/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF 24TH AVENUE N.E. AND TECUMSEH ROAD)

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

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

Ordinance O-2324-16 was adopted upon First Reading by title.

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7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)

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

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

Ordinance O-2324-17 was adopted upon First Reading by title.

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-18 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)

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

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

Ordinance O-2324-18 was adopted upon First Reading by title.

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9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 8A, IN BLOCK SIXTEEN (16), AND THE WEST HALF (W/2) OF VACATED JULIA STREET, OF J.A. JONES ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (119 AND 117 E. ACRES STREET)

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

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

Ordinance O-2324-19 was adopted upon First Reading by title.

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-24 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-552, FENCING, WALLS AND SCREENING, OF CHAPTER 36, ZONING, OF THE CODE OF THE CITY OF NORMAN, TO ALLOW FOR ADMINISTRATIVE REVIEW AND APPROVAL OF REQUESTS FOR VARIATIONS IN FENCE HEIGHT IN THE A-1, GENERAL AGRICULTURAL DISTRICT, A-2, RURAL AGRICULTURAL DISTRICT, AND RE, RESIDENTIAL ESTATE DWELLING DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

Ordinance O-2324-24 was adopted upon First Reading by title.

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# **Reports/Communications**

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

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

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

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

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12. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITIZENS PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE ANNUAL REPORT FOR FYE 2023.

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

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

Receipt of the Citizens Public Safety Sales Tax Oversight Committee Annual Report was acknowledged.

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# **Request for Payment**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$19,440.00 REGARDING RICKEY J. GOURLEY II VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2022-06328 E.

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

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

The City Attorney's recommendation was approved.

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14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REQUEST FROM THE NORMAN HOUSING AUTHORITY TO WAIVE THE PAYMENT IN LIEU OF TAXES (PILOT) IN THE AMOUNT OF \$23,070.76, FOR FISCAL YEAR ENDING (FYE) 2023.

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

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

The request from the Norman Housing Authority was approved.

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#### **Acceptance of Funds**

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A REBATE PAYMENT IN THE AMOUNT OF \$348 FROM THE PEPSI BEVERAGES COMPANY TO THE NORMAN MUNICIPAL AUTHORITY FOR THE EXCLUSIVE SALE OF PEPSI PRODUCTS AT THE WESTWOOD GOLF COURSE AND WESTWOOD FAMILY AQUATIC CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

# **Acting as the Norman Utilities Authority**

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

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

The rebate payment from Pepsi Products was accepted.

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# **Easement**

16. CONSIDERATION FOR APPROVAL, GRANTING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-30: TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE PURPOSE OF PROVIDING ELECTRICAL SERVICE TO THE NORMAN EMERGENCY COMMUNICATIONS AND OPERATIONS CENTER AT 2801 EAST ROBINSON STREET.

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

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

Granting of Easement E-2324-30 was approved.

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#### **Final Plat**

17. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-6 FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR FOOD AND SHELTER, SECTION 2, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED APPROXIMATELY 680 FEET SOUTH OF EAST MAIN STREET ON THE EAST SIDE OF REED AVENUE).

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

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

The final site development plan and final plat for Food and Shelter, Section 2, was approved.

18. CONSIDERATION FOR ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-7 FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR MCCOOP ABODE, A SIMPLE PLANNED UNIT DEVELOPMENT, GENERALLY LOCATED SOUTH OF WEST LINDSEY STREET ON THE EAST SIDE OF SOUTH BERRY ROAD (1309 SOUTH BERRY ROAD).

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

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

The final site development plan and final plat for McCoop Abode was approved.

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19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-8 FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS, SECTION, A PLANNED UNIT DEVELOPMENT. GENERALLY LOCATED A QUARTER OF A MILE SOUTH OF EAST ROBINSON STREET AND ON THE WEST SIDE OF NORTH FINDLAY AVENUE.

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

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

The final site development plan and final plat for Norman Regional Health System Porter Campus, Section 1, was approved.

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#### **Contracts**

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2223-19: BY AND BETWEEN THE CITY OF NORMAN AND MESHEK AND ASSOCIATES, LLC, INCREASING THE AMOUNT BY \$7,500 FOR BRIC GRANT APPLICATION SERVICES FOR THE FLOOD WARNING SYSTEM SCOPING PROJECT FOR A REVISED AMOUNT OF \$107,500 AS OUTLINED IN THE STAFF REPORT.

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

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

Amendment No. One to Contract K-2223-19 was approved.

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2223-118: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION CO., FOR THE SANITARY SEWER STREAM CROSSING REPLACEMENT PROJECT, INCREASING THE CONTRACT AMOUNT BY \$18,893 AND A TIME EXTENSION OF 90 CALENDAR DAYS, TO BE CHARGED TO THE PROJECT ACCOUNT AS OUTLINED IN STAFF REPORT.

# **Acting as the Norman Utilities Authority**

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

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

Change Order No. Two to Contract K-2223-118 was approved.

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22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC. INCREASING THE CONTRACT AMOUNT BY \$196,357 FOR A REVISED CONTRACT AMOUNT OF \$535,044.50 FOR THE ADDITION OF 54 BUS STOPS TO THE FYE 2023 SIDEWALK CONCRETE PROJECTS AND BUDGET APPROPRIATON AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. Two to Contract K-2324-2 was approved.

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/d—POSTPONEMENT OF AWARDING BID 2324-21, CONTRACT K-2324-70: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION CO. IN THE AMOUNT OF \$5,468,900.50, PERFORMANCE BOND B-2324-34, STATUTORY BOND B-2324-35, AND MAINTENANCE BOND MB-2324-23, FOR PROJECT WW0321, SEWER MAINTENANCE PROJECT (SMP) – 19, AND THE TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.

#### **Acting as the Norman Utilities Authority**

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

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

Contract K-2324-70 was approved.

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24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-74: AN AGREEMENT BETWEEN THE CITY OF NORMAN AND THE CENTER FOR CHILDREN AND FAMILIES TO OPERATE AND PROVIDE BOYS AND GIRLS CLUB PROGRAMMING AT REAVES PARK CENTER.

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

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

Contract K-2324-74 was approved.

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25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-76: AN AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN UTILITIES AUTHORITY, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND SHAAKIRA CALNICK, AMENDING THE START DATE OF EMPLOYMENT AND MODIFYING THE ONSET OF CERTAIN REMEDIES.

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

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

Amendment No. One to Contract K-2324-76 was approved.

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26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-93: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY, OKLAHOMA FOR A COOPERATIVE INTERLOCAL AGREEMENT FOR THE MAINTENANCE, CONSTRUCTION, AND REPAIR OF SECTION LINE ROADS, SHARED MOWING RESPONSIBILITIES, AND PROVIDING FOR CERTAIN ON-CALL SERVICES DURING INCLEMENT WEATHER.

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

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

Contract K-2324-93 was approved.

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27. CONSIDERATION FOR APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-101: BETWEEN THE CITY OF NORMAN AND MCAFEE TAFT FOR CONTINGENCY REPRESENTATION OF THE CITY OF NORMAN IN MULTI-DISTRICT LITIGATION FOR THE CLASS ACTION LITIGATION REGARDING DAMAGES FROM PFAS CHEMICALS.

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

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

Contract K-2324-101 was approved.

#### Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY JONATHAN C. STAMPER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF JONATHAN C. STAMPER V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE 2022-03706 J; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

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

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

Resolution R-2324-78 was adopted.

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29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN MUNICIPAL AUTHORITY TRANSFERRING \$37,609.76 FROM THE REIMBURSEMENTS-REFUNDS-MISCELLANEOUS GENERAL ACCOUNT TO BE USED FOR THE SENIOR WELLNESS CENTER PROJECT.

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

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

Resolution R-2324-80 was adopted.

30. CONSIDERATION OF ADOPTION, REJECTION, POSTPONEMENT AND/O-AMENDMENT OF RESOLUTION R-2324-81: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ESTABLISHING AN AFFORDABLE HOUSING COMMUNITY REVITALIZATION PLAN TO ENCOURAGE THE DEVELOPMENT OF AFFORDABLE HOUSING THROUGHOUT THE CITY OF NORMAN.

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

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

Resolution R-2324-81 was adopted.

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31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GIVING THE SECRETARY OF THE CLEVELAND COUNTY ELECTION BOARD NOTICE OF 2024 MUNICIPAL AND MUNICIPAL RUNOFF ELECTIONS.

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

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

Resolution R-2324-82 was adopted.

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32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY, NORMAN UTILITIES AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING SCHEDULED FOR DECEMBER 26, 2023, SHALL BE CANCELLED.

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

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

#### Resolution R-2324-86 was adopted.

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#### **Settlements**

33. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT: OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF BRITTANY REID, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARCONIA LYNN KESSEE V. CLEVELAND COUNTY BOARD OF COUNTY COMMISSIONERS, ET AL, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA COURT CASE CIV-2019-113, IN THE AMOUNT OF \$650,000.

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

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

The City Attorney's recommendation was approved.

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#### **Special Claims**

34. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2324-1: GIVING SETTLEMENT AUTHORITY TO THE CITY MANAGER FOR A CLAIM SUBMITTED BY HOYT HALLFORD, JR., FOR REPAIR AND RENTAL CAR EXPENSES RELATING TO DAMAGES HIS CAR RECEIVED WHEN IT WAS STRUCK BY A POLICE DEPARTMENT VEHICLE ON OCTOBER 19, 2023, AT STATE HIGHWAY 9 AND JUANITA LANE.

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

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

Special Claim SC-2324-1 was approved.

35. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/CIRCUMPOSTPONEMENT OF SPECIAL CLAIM SC-2324-2: SUBMITTED BY GERMAN VALENCIANO, IN THE TOTAL AMOUNT OF \$16,021.44, FOR EXPENSES INCURRED WHEN HIS CAR WAS STRUCK BY A CITY TRAFFIC CONTROL DIVISION VEHICLE ON OCTOBER 4, 2023, AT 1720 WEST LINDSEY STREET.

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

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

Special Claim SC-2324-2 was approved.

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#### **NON-CONSENT ITEMS**

36. CONSIDERATION OF ADOPTION, REJECTION AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-11: 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 SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA, AND FROM MEDIUM DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, AND REMOVE FROM SPECIAL PLANNING AREA FIVE (5). (NORTHEAST CORNER OF 36TH AVENUE N.W. AND FRANKLIN ROAD)

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

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

#### Participants in discussion

- 1. Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant
- 2. Mr. Richard McKown, Alliance Development Group, LLC, applicant
- 3. Mr. Chris Anderson, SMC Engineering, engineer representing the applicant
- 4. Mr. Stephen Ellis, Ward 4, made comments

Resolution R-2324-11 was adopted.

37. CONSIDERATION OF ADOPTION. REJECTION, AMENDMENT AND/CIT POSTPONEMENT OF ORDINANCE 0-2324-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN. OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE THE SAME IN THE PUD. PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHEAST CORNER OF 36<sup>TH</sup> AVENUE N.W. AND FRANKLIN ROAD)

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

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

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, made comments

Ordinance O-2324-1 was adopted upon Second Reading section by section.

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

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

Ordinance O-2324-1 was adopted upon Final Reading.

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38. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-5: A PRELIMINARY PLAT FOR FRANKLIN WOODS ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF 36<sup>TH</sup> AVENUE NW AND WEST FRANKLIN ROAD).

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

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

# The preliminary plat for Franklin Woods Addition was approved.

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39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2324-22 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 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 SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHEAST CORNER OF OAKHURST AVENUE AND EAST IMHOFF ROAD)

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

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

#### Participants in discussion

- 1. Mr. Anthony Purinton, Assistant City Attorney
- 2. Mr. Tom Gorman, Milestone Property Development
- 3. Mr. Stephen Ellis, Ward 4, made comments
- 4. Ms. Cynthia Rogers, Ward 4, proponent
- 5. Ms. Lee Hall, Ward 4, proponent
- 6. Mr. Paul Wilson, Ward 1, proponent
- 7. Ms. Sherylann Densow, made comments

# Ordinance O-2324-22 was adopted upon Second Reading section by section.

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

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

Ordinance O-2324-22 was adopted upon Final Reading.

40. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT.

AND/OR POSTPONEMENT OF PP-2324-7: A PRELIMINARY PLAT FOR CRIMSON FLATS ADDITION, A SIMPLE PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED AT THE NORTHEAST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE).

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

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

Participants in discussion

1. Ms. Sherylann Densow, made comments

The preliminary plat for Crimson Flats Addition was approved.

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41. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-94: A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORMAN OKLAHOMA AND MILESTONE PROPERTY DEVELOPMENT, LLC, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN TO EFFECTUATE THE TRANSACTIONS, INCLUDING ISSUANCE OF LETTERS OF COMMITMENT RELATING TO THE TRANSACTION AND BUDGET TRANSFER.

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

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

Participants in discussion

1. Ms. Marguerite Larson, Ward 6, made comments

Contract K-2324-94 was approved.

42. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-2: A PRELIMINARY PLAT FOR DESTIN LANDING ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED SOUTH OF CEDAR LANE ROAD AND ONE-QUARTER MILE WEST OF 36<sup>TH</sup> AVENUE SE).

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

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

Voting Nay: Councilmember Ward 5 Nash

Participants in discussion

- 1. Mr. Sean Rieger, Rieger Law Group, attorney representing the applicant
- 2. Mr. Chris Anderson, SMC Engineering, engineer representing the applicant
- 3. Mr. Chris Mattingly, Director of Utilities
- 4. Mr. Stephen Ellis, Ward 4, made comments

The preliminary plat for Destin Landing Addition was approved.

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43. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-31: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND FARZANEH DEVELOPMENT, LLLP, AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE DESTIN LANDING DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE DESTIN LANDING LIFT STATION AS OUTLINED IN THE STAFF REPORT.

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

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

Participants in discussion

- 1. Mr. Stephen Ellis, Ward 4, proponent
- 2. Ms. Cynthia Rogers, Ward 4, made comments
- 3. Ms. Sherylann Densow, Wards 4 & 6, made comments

Contract K-2324-31 was approved.

44. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMEN, AND/OR POSTPONEMENT OF RESOLUTION R-2324-89: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT PLAN AND CREATION OF ONE OR MORE TAX INCREMENT DISTRICTS UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS AND BUSINESS ACTIVITIES WITHIN THE DISTRICT; AND DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT.

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

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash

Participants in discussion

- 1. Ms. Kathryn Walker, City Attorney
- 2. Mr. Dave Moore, Ward 5, opponent
- 3. Mr. Alex Lanphere, Ward 2, opponent
- 4. Ms. Marguerite Larson, Ward 6, opponent
- 5. Mr. Stephen Ellis, Ward 4, made comments
- 6. Ms. Cynthia Rogers, Ward 4, opponent
- 7. Mr. Dan Schemm, Executive Director, Visit Norman, proponent
- 8. Mr. Scott Martin, Executive Director, Norman Chamber of Commerce, proponent
- 9. Ms. Hollye Hunt, proponent
- 10. Mr. Joe Castiglione, University of Oklahoma Athletics, proponent
- 11. Ms. Sherylann Densow, Wards 4 & 6, made comments

Motion made by Councilmember Ward 2 Schueler to postpone Resolution R-2324-89 until the City has a Project Plan, Seconded by Councilmember Ward 5 Nash.

Voting Yea: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash

Voting Nay: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

#### Participants in discussion

- 1. Mr. Stephen Ellis, Ward 4, opponent
- 2. Mr. Caleb Creed, Ward 5, proponent
- 3. Ms. Cynthia Rogers, Ward 4, opponent
- 4. Mr. Shawn Burge, opponent
- 5. Ms. Marguerite Larson, Ward 6, opponent
- 6. Mr. Dave Moore, Ward 5, opponent
- 7. Mr. Scott Lambert, opponent
- 8. Mr. Alex Lanphere, Ward 2, proponent
- 9. Mr. Kyle Hurley, Ward 8, opponent
- 10. Ms. Mary Francis, Ward 7, proponent
- 11. Mr. Scott Martin, Executive Director, Norman Chamber, opponent
- 12. Ms. Kathryn Walker, City Attorney

Motion failed and Resolution R-2324-11 was not postponed.

Back to main motion on the floor - Resolution R-2324-89 was adopted.

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45. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2324-70: A RESOLUTION OF THE CITY OF THE COUNCIL OF THE CITY OF NORMAN, APPROPRIATING \$900,995 FROM THE GENERAL FUND BALANCE FOR THE EXPANSION OF THE SCHOOL RESOURCE OFFICER PROGRAM.

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

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

Voting Nay: Councilmember Ward 2 Schueler and Councilmember Ward 4 Grant

#### Participants in discussion

- 1. Major Chad Vincent, Norman Police Department
- 2. Mr. Anthony Francisco, Director of Finance
- 3. Dr. Nick Migliorina, Norman Public Schools
- 4. Mr. Kyle Hurley, Ward 8, proponent
- 5. Mr. Alex Lanphere, Ward 2, opponent
- 6. Riley Worley, Ward 1, opponent
- 7. Ms. Marguerite Larson, made comments
- 8. Mr. John Scamehorn, Ward 1, proponent
- 9. Mr. Stephen Ellis, Ward 4, opponent
- 10. Mr. Caleb Creed, Ward 5, opponent
- 11. Ms. Cynthia Rogers, made comments
- 12. Ms. Jenny Sperling, Ward 1, made comments

Participants in discussion

- 13. Mr. Paul Wilson, Ward 1, proponent
- 14. Mr. Scott Dixon, Ward 8, proponent
- 15. Ms. Sherylann Densow, Wards 4 & 6, proponent
- 16. Ms. Karlinda Gravel, Ward 4, proponent

#### Resolution R-2324-70 was adopted.

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Councilmember Foreman left the meeting at 12:47 a.m., prior to the discussion of Item 46.

46. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO RESOLUTION R-2324-52: AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN") TO NAME A REPLACEMENT FOR A STEERING COMMITTEE MEMBER, ACKNOWLEDGING THE ADDITION OF THE PARKS AND RECREATION MASTER PLAN, ADDING TO THE LIST OF PARTNERS, CLARIFYING THE PROCESS OF SELECTION OF SUBCOMMITTEE MEMBERS, AND SETTING FORTH ATTENDANCE REQUIREMENTS FOR STEERING COMMITTEE MEMBERS.

Mayor Heikkila acknowledged a motion to adopt on the floor from a prior meeting.

Motion made by Mayor Heikkila, Seconded by Councilmember Ward 1 Ball to amend Section 9 to remove Elizabeth McKinney from the committee based on her resignation.

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

Participants in discussion

1. Mr. Stephen Ellis, Ward 4, made comments

#### Motion carried and Section 9 to Resolution R-2324-52 was amended.

Motion made by Mayor Heikkila, Seconded by Councilmember Ward 1 Ball to amend Section 11 to allow the Committee to designate its own Chair and Vice Chair.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant

# Participants in discussion

1. Mr. Dave Moore, Ward 5, made comments

# Motion carried and Section 11 to Resolution R-2324-52 was amended.

Motion made by Mayor Heikkila, Seconded by Councilmember Ward 1 Ball to further amend Section 9 to remove Charles Custer from the Committee.

Voting Yea: Councilmember Ward 3 Montoya

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

# Motion failed and Section 9 to Resolution R-2324-52 was not further amended.

Motion made by Mayor Heikkila, Seconded by Councilmember Ward 1 Ball to further amend Section 9 to appoint someone from Ward 3 as recommended by Councilmember Montoya.

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

# Motion carried and Section 9 to Resolution R-2324-52 was further amended.

Motion made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2 Schueler to further amend Section 11 to reflect the selection of Ingrid Giuffrida as Chair of the AIM Steering Committee.

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

Voting Nay: Mayor Heikkila

#### Motion carried and Section 11 to Resolution R-2324-52 was further amended.

Motion made by Councilmember Ward 4 Grant, Seconded by Councilmember Ward 2 Schueler to further amend Section 11 to reflect the selection of Shavonne Evans as Vice-Chair of the AIM Steering Committee.

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

Voting Nay: Mayor Heikkila, Councilmember Ward 1 Ball

#### Motion carried and Section 11 to Resolution R-2324-52 was further amended.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 4 Grant to amend Section 12(a) to read "That interested sub-committee members shall first submit a Boards and Commissions application as provided on the City's website at <a href="http://www.normanok.gov/yourgovernment/boards-commissions">http://www.normanok.gov/yourgovernment/boards-commissions</a> no later than December 1, 2023.

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

Voting Nay: Mayor Heikkila

Participants in discussion

1. Ms. Inger Guiffrida, made comments

# Motion carried and Section 12(a) to Resolution R-2324-52 was amended.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 4 Grant to amend Section 12(c) to read "That all sub-committee members including the chairperson of the sub-committee, be approved by a simple majority vote of the AIM Steering Committee after consideration of the criteria set forth herein."

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

Voting Nay: Councilmember Ward 1 Ball

# Motion carried and Section 12(c) to Resolution R-2324-52 was amended.

Motion made by Mayor Heikkila, Seconded by Councilmember Ward 8 Peacock to amend Section 10 to remove the following partners: Cleveland County, Hitachi-Vantara, Norman Economic Development Coalition, Norman Regional Health System, Sooner Centurions, Sooner Mall, Visit Norman, and Chickasaw Nation Industries.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 5 Nash

Voting Nay: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Motion failed and Section 10 to Resolution R-2324-52 was not amended.

#### Back to main motion on the floor

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

Voting Nay: Mayor Heikkila

Motion carried and Resolution R-2324-52, as amended, was adopted.

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#### MISCELLANEOUS COMMENTS

#### **Food Pantries**

Mr. Marc McAuley, Ward 1, said the Red Dirt Collective is working on food pantry boxes throughout Norman. He understood there was push back from the City regarding food pantries in the parks. He said it should not matter where they are placed, it just matters that people are being fed.

Ms. Marguerite Larson, Ward 6, read Council the definition of a food pantry. She encouraged Council to use their influence to make sure the food pantries did not disappear.

Mr. Caleb Creed, Ward 5, said his organization, Red Dirt Collective, currently provides food for three food pantries in Norman on a daily basis. He referenced a recent Council Oversight Committee meeting regarding food pantries and was concerned about the mindset of some of the Committee members.

#### \*

#### Homelessness

Riley Worley, Ward 1, said there was a lot of misinformation about the homeless population. They also felt the recent stabbing incident at Scratch would not have received the attention it has if the person involved was not homeless. They provided data regarding the homelessness and crime and there is no link in the 21 cities he studied.

Mr. Paul Wilson, Ward 1, made comments about the recent event at Scratch and felt like there was a lot of misinformation on social media and people seem to be pointing the finger towards Council and that was not accurate.

Ms. Karlinda Gravel, Ward 4, referenced articles that state there is room for 200 people at Food and Shelter to sleep at night. She said if that is the case, there should be no reason for anyone to sleep on the streets. She asked Council to consider implementing a Community Citizens Committee to address homelessness issues.

Miscellaneous Comments, continued

# Tax Increment Finance Statutory Review Committee

Mr. Stephen Ellis, Ward 4, said creating the Statutory Review Committee is not the problem and stated the issue with the project is Team Norman is not being forthright with information regarding the Entertainment District.

\*

#### Student Resource Officers (SRO)

Mr. Stephen Ellis made comments and provided his philosophy regarding the SRO Program.

Mr. Evan Dunn, Ward 7, raised concerns regarding the procedures for SROs.

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#### Farmers Market

Mr. Evan Dunn, Ward 7, invited everyone to come to the Farmers Market this weekend.

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# **Public Comments**

Mr. Evan Dunn, Ward 7, asked Council to considering allowing an additional three minutes for citizens to speak to the people.

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#### **ADJOURNMENT**

ATTEST:

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| City Claule |       | _ |
|-------------|-------|---|
| City Clerk  | Mayor |   |





# CITY OF NORMAN, OLCITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, November 28, 2023 at 6:30 PM

# **MINUTES**

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, November 28, 2023 at 6:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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

#### **CALL TO ORDER**

Mayor Heikkila called the meeting to order.

#### **ROLL CALL**

**PRESENT** 

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montova

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Heikkila.

#### **PROCLAMATIONS**

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2324-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING CITY EMPLOYEES AND DEPARTMENT COORDINATORS FOR THEIR GENEROSITY AND LEADERSHIP IN THE 2023 UNITED WAY OF NORMAN CHARITY CAMPAIGN.

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

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

# Participants in discussion

1. Ms. Tiffany Vrska, Chief Communications Officer, accepted the proclamation and thanked the Council.

Receipt of the proclamation was acknowledged.

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#### **COUNCIL ANNOUNCEMENTS**

#### Mental Health

Councilmember Holman announced the Red Rock Urgent Care Facility to be coming online to address mental health issues.

# Community Planning and Transportation

Councilmember Holman invited everyone to attend the Community Planning and Transportation Committee meeting on November 30<sup>th</sup> at City Hall.

# Homeless

Councilmember Grant commented on homeless concerns in the downtown area.

Councilmember Schueler invited everyone to attend or watch online the Council Oversight Committee on December 14th, where the Committee will receive an update on the Homebase Plan Report.

# Ward 4 Meeting

Councilmember Grant announced a Ward 4 meeting to be held at the Adult Wellness Center on December 2<sup>nd</sup> at 8:30 a.m.

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#### Internal Auditor

Councilmember Ball welcomed the new Internal Auditor, Shaakira Calneck, to the City of Norman.

\*

#### **Good Samaritan**

Councilmember Ball said his father was recently assaulted at the bus stop at 12<sup>th</sup> Avenue N.E. and Alameda and thanked the good Samaritan for offering assistance.

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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 2 through Item 16 be placed on the consent docket.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Ball.

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

# Items 2 through 16 were placed on the Consent Docket.

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Councilmember Peacock was recognized for an abstention on Items 3 and 4.

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

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

Abstain: Councilmember Ward 8 Peacock

Councilmember Peacock abstained from Items 3 and 4.

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#### **First Reading Ordinance**

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-26 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-ONE (21) TO THIRTY-SIX (36), INCLUSIVE, IN BLOCK TWO (2), OF JOHNSON'S ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-2, TWO-FAMILY DWELLING DISTRICT, R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR OFF-STREET PARKING, AND RM-2, LOW DENSITY APARTMENT DISTRICT WITH SPECIAL USE FOR OFF-STREET PARKING, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (823 AND 845 CHAUTAUQUA AVENUE AND 748 COLLEGE AVENUE)

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

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

Ordinance O-2324-26 was adopted upon First Reading by title.

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3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-30 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ELEVEN (11) AND TWELVE (12) OF BLOCK EIGHTY-FIVE (85) OF THE ORIGINAL TOWN OF NORMAN AND T.R. WAGGONER'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (321 West Comanche Street)

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

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

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2324-30 was adopted upon First Reading by title.

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENL AND/OR POSTPONEMENT OF ORDINANCE O-2324-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-TWO (22) AND TWENTY-THREE (23), IN BLOCK SIXTY-EIGHT (68) OF ORIGINAL TOWN OF NORMAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (122 West Comanche Street)

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

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

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2324-31 was adopted upon First Reading by title.

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#### **Reports/Communications**

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF OCTOBER 31, 2023, AND DIRECTING THE FILING THEREOF.

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

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

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

6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF OCTOBER, 2023.

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

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

Receipt of the Monthly Departmental Reports was acknowledged.

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

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

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

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

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#### **Request for Payment**

8. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE FOR THE CITY OF NORMAN FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$558,102 FOR THE PERIOD OF DECEMBER 1, 2023, TO DECEMBER 1, 2024, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

The purchase of building and contents insurance was approved.

#### Contracts

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-1718-74: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOM AND HALFF ASSOCIATES, INC., INCREASING THE CONTRACT AMOUNT BY \$70,000 FOR A REVISED CONTRACT AMOUNT OF \$221,400 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE FLOOD AVENUE MULTI-MODAL PROJECT; AND BUDGET TRANSFER AS OUTLINED IN STAFF REPORT.

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

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

Amendment No. One to Contract K-1718-74 was approved.

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10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2223-71: BY AND BETWEEN THE CITY OF NORMAN, AND STRONGHOLD CONSTRUCTION, AND FINAL PAYMENT IN THE AMOUNT OF \$24,162.62, TO RELEASE THE RETAINAGE FOR THE NORMAN TRANSIT CENTER PROJECT AS OUTLINED IN THE STAFF REPORT.

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

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

Final Acceptance of Contract K-2223-71 was approved.

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-74: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, L.L.C., DECREASING THE CONTRACT AMOUNT BY \$15,471.79 FOR A REVISED AMOUNT OF \$493,096.46 AND THE FINAL ACCEPTANCE, AND FINAL PAYMENT OF \$24,654.82 FOR THE FYE 2023 URBAN RECONSTRUCTION PROJECT AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. One to Contract K-2223-74 was approved.

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AWARDING BID 2324-19, AND CONTRACT K-2324-66: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CROSSLAND HEAVY CONTRACTORS, IN THE AMOUNT OF \$3,320,000, PERFORMANCE BOND B-2324-32, STATUTORY BOND B-2324-33, AND MAINTENANCE BOND MB-2324-22 FOR PROJECT WW0326, NORMAN WATER RECLAMATION FACILITY DEWATERING IMPROVEMENTS AND AUTHORIZING PROJECT FUNDING AS OUTLINED IN THE STAFF REPORT.

#### **Acting as the Norman Utilities Authority**

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

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

Bid 2324-19 was accepted, K-2324-66 and the associated bonds were approved, and project funding was authorized.

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENL, AND/OR POSTPONEMENT OF CONTRACT K-2324-97: BY AND BETWEEN THE CITY OF NORMAN AND JOHNSON & ASSOCIATES, FOR THE DESIGN OF CENTER CITY STREETSCAPES, UPDATED INFRASTRUCTURE REPORT AND PLANNING GUIDE IN THE AMOUNT OF \$218,600; AND APPROPRIATION OF CENTER CITY TAX INCREMENT FINANCE FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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

Contract K-2324-97 and the appropriation were approved.

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#### Resolutions

14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-74: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN UTILITIES AUTHORITY, APPROPRIATING \$198,417.47 FROM THE SEPTEMBER 27, 2023, CITY AUCTION OF USED VEHICLES AND EQUIPMENT THROUGH BIG IRON AUCTIONS TO FUND THE REPLACEMENTS OF VEHICLES AND EQUIPMENT THAT HAVE EXCEEDED THEIR USEFUL LIFE.

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

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

Resolution R-2324-74 was adopted.

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/d\_"
POSTPONEMENT OF RESOLUTION R-2324-84: A RESOLUTION OF THE COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$11,517 FROM THE
RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS / REFUNDS
ACCOUNT TO REPAIR AND REPLACE ROADSIDE GUARDRAIL, FENCING AND
OTHER MISCELLANEOUS ASSETS DAMAGED IN TRAFFIC COLLISIONS.

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

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

Resolution R-2324-84 was adopted.

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16. <u>CONSIDERATION OF ADOPTION</u>, <u>REJECTION</u>, <u>AMENDMENT</u>, <u>AND/OR POSTPONEMENT OF RESOLUTION R-2324-87</u>: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$578,549 FROM THE CAPITAL FUND BALANCE FOR LOCAL SHARE AND DEPOSIT PAYMENT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE NORMAN TRAFFIC MANAGEMENT CENTER.

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

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

Resolution R-2324-87 was adopted.

#### **NON-CONSENT ITEMS**

#### **Public Hearings**

17. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$52,233 TO THE CITY OF NORMAN, THE MOORE POLICE DEPARTMENT, AND THE CLEVELAND COUNTY SHERIFF'S OFFICE FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$33,108 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR ADVANCED SPECIALTY TRAINING (AND ASSOCIATED TRAVEL); CONTRACT K-2324-100; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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

# The public hearing was opened.

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

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

#### The public hearing was closed.

Motion made by Councilmember Ward 1 Ball, Seconded by Councilmember Ward 6 Foreman.

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

#### Participants in discussion

- 1. Mr. John Stege, Standards Administrator, Norman Police Department
- 2. Ms. Brenda Hall, City Clerk

The grant was accepted and the contract and appropriation were approved.

# **Second Reading Ordinance**

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-14 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 533 ("FH, FLOOD HAZARD DISTRICT") OF THE ZONING ORDINANCE, TO REVISE AND ADD DEFINITIONS TO SUBPART (C) ("DEFINITIONS"), TO ALLOW FOR "CUMULATIVE COST" TO BE ACCOUNTED FOR IN DETERMINING "SUBSTANTIAL IMPROVEMENTS" AND TO DEFINE "MARKET VALUE"; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

# Participants in discussion

1. Mr. Jason Murphy, Stormwater Program Manager

# Ordinance O-2324-14 was adopted upon Second Reading section by section.

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

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

# Ordinance O-2324-14 was adopted upon Final Reading.

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19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-62: 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 NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE VERY LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION. (SOUTHWEST CORNER OF 24th AVENUE N.E. AND TECUMSEH ROAD)

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

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

#### Participants in discussion

- 1. Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant
- 2. Mr. Chris Anderson, SMC Consulting Engineers, engineer representing the applicant
- 3. Mr. Shawn O'Leary, Director of Public Works

## Resolution R-2324-62 was adopted.

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20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-16 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, AND THE NORTHWEST QUARTER (NW/4) OF SECTION TEN (10), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF 24TH AVENUE N.E. AND TECUMSEH ROAD)

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

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

## Ordinance O-2324-16 was adopted upon Second Reading section by section.

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

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

### Ordinance O-2324-16 was adopted upon Final Reading.

21. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTIOL, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-6 PRELIMINARY PLAT FOR MONTE VISTA ESTATES ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST TECUMSEH ROAD AND 24<sup>TH</sup> AVENUE N.E.)

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

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

The preliminary plat for Monte Vista Estates Addition was approved.

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)

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

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

Ordinance O-2324-17 was postponed to December 12, 2023.

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23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/d\_POSTPONEMENT OF ORDINANCE O-2324-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)

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

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

Ordinance O-2324-17 was postponed to December 12, 2023.

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT 8A, IN BLOCK SIXTEEN (16), AND THE WEST HALF (W/2) OF VACATED JULIA STREET, OF J.A. JONES ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (119 AND 117 E. ACRES STREET)

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

Voting Yea: Councilmember Ward 1 Ball

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

#### Participants in discussion

- 1. Mr. Travis Dennis, attorney representing the applicant
- 2. Ms. Jane Hudson, Director of Planning and Community Development
- 3. Mr. Stephen Ellis, Ward 4, made comments
- 4. Ms. Kathryn Walker, City Attorney

### Ordinance O-2324-19 was not adopted upon Second Reading section by section.

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25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-24 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-552, FENCING, WALLS AND SCREENING, OF CHAPTER 36, ZONING, OF THE CODE OF THE CITY OF NORMAN, TO ALLOW FOR ADMINISTRATIVE REVIEW AND APPROVAL OF REQUESTS FOR VARIATIONS IN FENCE HEIGHT IN THE A-1, GENERAL AGRICULTURAL DISTRICT, A-2, RURAL AGRICULTURAL DISTRICT, AND RE, RESIDENTIAL ESTATE DWELLING DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

#### Participants in discussion

- 1. Ms. Jane Hudson, Director of Planning and Community Development
- 2. Mr. Darrel Pyle, City Manager

#### Ordinance O-2324-24 was adopted upon Second Reading section by section.

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

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

Ordinance O-2324-24 was adopted upon Final Reading.

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#### **MISCELLANEOUS COMMENTS**

#### University of Oklahoma

Mr. Stephen Ellis, Ward 4, referenced an op-ed article written by former councilmember Joe Carter regarding the University of Oklahoma.

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### Floodplain Permit Committee

Ms. Cynthia Rogers, Ward 4, thanked the citizens who serve on the Floodplain Permit Committee and asked Council to consider amending the ordinance to prevent the citizen members from being outvoted.

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#### Legacy Park Trail

Mr. Bill Waterhouse said there is mold on the hand rails along Legacy Trail and the paint is chipping off. He asked for it to be repaired.

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#### Homelessness

Ms. Chelsey Gravel, Ward 4, referenced content posted on social media regarding homelessness and crime.

Ms. Karlinda Gravel, Ward 4, provided information regarding alleged criminal activity by the homeless since the last Council meeting.

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#### **ADJOURNMENT**

The meeting adjourned at 8:34 p.m.

| ATTEST:    |       |
|------------|-------|
|            |       |
|            |       |
| City Clerk | Mayor |





# CITY OF NORMAN, OLCITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, August 22, 2023 at 6:30 PM

## **MINUTES**

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

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers in the Municipal Building, on Tuesday, August 22, 2023 at 6:30 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

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

#### **ROLL CALL**

#### PRESENT

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montova

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Heikkila.

\* \* \* \* \*

#### APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MINUTES OF SEPTEMBER 14, 2021
CITY COUNCIL STUDY SESSION MINUTES OF DECEMBER 20, 2022
CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 3, 2023
CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 14, 2023
CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 13, 2023
NORMAN UTILITIES AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023
NORMAN MUNICIPAL AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY SPECIAL MEETING MINUTES OF JUNE 13, 2023

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

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

The minutes were approved.

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#### **COUNCIL ANNOUNCEMENTS**

<u>School has Started</u>. Councilmember Holman said school has started and he is receiving a lot of calls about school pickup and drop-off and people speeding through the neighborhoods and campus area. He encouraged everyone to be mindful of kids and school crossings.

\*

<u>Traffic Signal Changes in Ward 7</u>. Councilmember Holman said some adjustments to traffic signals in Ward 7 had been done. He said dedicated left turn signals have been installed at the intersection of Lindsey Street and Elm Street and at the intersection of Lindsey Street and Felgar Street. He said this was done to address traffic flow problems around the campus.

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Young Family Athletic Center. Councilmember Holman thanked Parks and Recreation Staff for providing a tour of the Young Family Athletic Center to Council last weekend.

\*

<u>Adult Wellness Center</u>. Councilmember Holman said the Adult Wellness Center is almost completed and he is very excited that this will be open soon.

#### COUNCIL ANNOUNCEMENTS, continued

On-Demand Ride Share Transit Option. Councilmember Holman said Council and the City have launched an on-demand ride-share transit option. He said this option addresses gaps where the current fixed-route bus system does not go and at times that the current bus system does not work. He said evenings, late night, and Sundays are the focus of this pilot program. He said this option will be ADA (Americans with Disabilities Act) accessible and urged citizens to download the Norman On-Demand App because they will be awarded six free rides. He said the app shows the entire service area and what the cost is after the free rides are used.

Councilmember Ball said the cost is \$2.00 per person and Thursday, Friday, and Saturday night service is free which will help out with drinking and driving.

\*

Community Planning and Transportation Committee. Councilmember Holman encouraged residents to attend the Community Planning and Transportation Committee meeting will be held at Thursday, August 24<sup>th</sup>, at 4:00 p.m. He said the Committee meets every month to hear an update from City Staff on the Public Transit Ridership Report which lists how many are riding the bus, what routes have the most riders, what changes are being made to routes. He said staff also provides updates Council about road construction projects. He said the meeting is also live on YouTube.

\*

<u>City Council Retreat</u>. Councilmember Holman said the City Council Retreat was held last weekend to discuss what Council would like to accomplish this year and set goals.

Councilmember Schueler said at the retreat Council worked on priorities and items Council would like to see discussed in one of the four Council Committees. She said Council is working on both the policies for Saxon Park and the Food Pantry.

\*

Community Planning and Transportation Committee. Councilmember Holman encouraged residents to attend the Community Planning and Transportation Committee meeting will be held at Thursday, August 24<sup>th</sup>, at 4:00 p.m. He said the Committee meets every month to hear an update from City Staff on the Public Transit Ridership Report which lists how many are riding the bus, what routes have the most riders, what changes are being made to routes. He said staff also provides updates Council about road construction projects. He said the meeting is also live on YouTube.

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<u>Saxon Park</u>. Councilmember Holman said he has received several emails from residents wanting to know what the plan is for Saxon Park. He said Council plans on discussing the plan before Council moves forward.

\*

#### COUNCIL ANNOUNCEMENTS, continued

<u>Crime in Norman</u>. Councilmember Holman said on Tuesday, August 29<sup>th</sup>, Council will be discussing from the Norman Police Department about what is going on with crime in Norman and a plan of action.

\*

<u>Issues in Norman</u>. Councilmember Grant said she has received many emails about several issues in Norman and said she will get with all of the residents who had sent email as soon as possible.

\*

Downtown Norman Pantry. Councilmember Grant said Councilmember Holman and another volunteer went to the Downtown Norman Pantry to add more ice and water bottles to the coolers because of the excessive heat. She said they found someone in distress inside the pantry trying to cool off with ice and water. She said the person was talking to someone that was not there. She said the person was overdosing and she was thankful they could help. She said they realized they needed to call 9-1-1. The person made it to the hospital before they died. She acknowledge the generosity of a critical care paramedic, Tony Loftis, who was dispatched to the Downtown Pantry. She said the person was not from Norman but was placed in a facility in Norman where they did not received serious treatment for the drug addiction nor a transportation plan to take them back to their residence. She read a concise outline from the Home Base Action Plan. She said the City of Norman shines because Council voted that Affordable Housing be pursued in Norman with grant funding. She said the Home Base Study and Home Base Action Plan are both posted on the City website.

\*

Residential Fall Cleanup. Councilmember Montoya announced Residential Fall Cleanup is coming soon in Ward 3. She said September 30<sup>th</sup> is pickup for those who have Monday trash service and October 7<sup>th</sup> will be for Tuesday pickup.

Councilmember Schueler reminded Ward 2 that their big trash day was October 7th.

Elections Coming Up. Councilmember Montoya said there will be a Special Election on Tuesday, September 12<sup>th</sup>, for the OG&E Franchise Election. She said August 28<sup>th</sup> is the deadline for the absentee ballot deadline. She said September 7 and 8 are the early voting dates. She said on October 10<sup>th</sup>, there will be an election for approval of rehabilitating several bridges. She said October 15<sup>th</sup> is the voter registration deadline. September 25<sup>th</sup> is the Absentee Ballot deadline. October 5<sup>th</sup> and 6<sup>th</sup> are the early voting dates.

\*

<u>Sales Tax</u>. Councilmember Montoya said sales tax is 8.75% and 4.5% of that money goes to the State of Oklahoma General Fund.

#### COUNCIL ANNOUNCEMENTS, continued:

Antioch Church. Councilmember Ball said Antioch Church on East Lindsey Street has an amazing After School Program called "Snack and Study" from 3-5 p.m. on Tuesdays and Wednesdays. She said the program is for elementary and middle school students. He said this provides an opportunity to be mentored, play games, and they always get a snack and take some food home. He said information is available on the Antioch Church website.

\*

<u>Firehouse Art Center</u>. Councilmember Ball said he recently visited the Firehouse Art Center to talk about some of the cultural exchange programs with Guadalajara. He said Firehouse Art Center is now open for enrollment for classes. He said the new mural has totally enhanced the Center.

\* \* \* \*

#### CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 39 be placed on the consent docket.

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

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

Item 2 through Item 39 was placed on the Consent Docket.

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#### **Appointments**

 CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE 2023-2024 CITY OF NORMAN YOUTH COUNCIL NOMINATIONS.

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

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

The 2023-2024 City of Norman Youth Council Nominations 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 JULY 31, 2023, AND DIRECTING THE FILING THEREOF.

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

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

Receipt of the Finance Director's Investment Report as of July 31, 2023, was acknowledged.

\* \* \* \* \*

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JULY, 2023.

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

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

Receipt of the Monthly Departmental Reports for the month of July, 2023, was acknowledged.

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5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2022, THROUGH JUNE 30, 2023.

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

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

Receipt of the Norman Convention and Visitor's Bureau, Inc., (Visit/Norman) Annual Report was acknowledged.

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

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

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

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

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7. CONSIDERATION OF ACKNOWLEDGEMENT OF RECEIPT OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY CONSTRUCTION PERMIT ST000014230183 FOR CONSTRUCTION OF NORMAN WATER RECLAMATION FACILITY DEWATERING SYSTEM IMPROVEMENTS (WW0236).

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

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

Receipt of Environmental Quality Construction Permit was acknowledged.

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## Request for Payment

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY'S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS' COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

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

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

The application was approved.

#### **Donation**

9. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A MURAL ENTITLED "HUICHOL BOY" VALUED AT \$5,000 TO BE PLACED ON THE WALL NEAR THE WEST-FACING DOORS AT THE NORMAN FIREHOUSE ARTS CENTER, 444 SOUTH FLOOD AVENUE.

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

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

The donation was accepted.

#### **Easements**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-6: A PERMANENT RIGHT-OF-WAY EASEMENT DONATED BY ELIE ABOU-NASSAR FOR THE CONSTRUCTION OF A SIDEWALK ALONG CLASSEN BOULEVARD IN NORMAN.

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

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

Easement E-2324-6 was accepted and the filing thereof with the Cleveland County Clerk was directed.

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11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-8: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.

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

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

Easement E-2324-8 was accepted and the filing thereof with the Cleveland County Clerk was directed.

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-9: A PERMANENT UTILITY EASEMENT GRANTED BY THE CITY OF NORMAN TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE JAMES GARNER PHASE 2 NORMAN FORWARD PROJECT.

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

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

Easement E-2324-9 was accepted and the filing thereof with the Cleveland County Clerk was directed.

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#### Certificate of Survey

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-6: FOR GOLDEN VALLEY RANCH (GENERALLY LOCATED ON THE NORTH SIDE OF WEST ROCK CREEK ROAD AND ONE-HALF MILE WEST OF 48<sup>TH</sup> AVENUE NW).

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

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

Norman Rural Certificate of Survey COS-2223-6 was approved.

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#### **Final Plats**

14. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24<sup>TH</sup> AVENUE NW AND LEGACY PARK DRIVE).

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

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

The final site development plan and final plat was approved.

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15. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXI (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 24<sup>TH</sup> AVENUE NW AND ROCK CREEK ROAD).

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

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

The final site development plan and final plat was approved.

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16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTIOL, AMENDMENT, AND/OR POSTPONEMENT OF FP-2324-3: A FINAL PLAT FOR SIENA SPRINGS, SECTION 2, (A PLANNED UNIT DEVELOPMENT). (GENERALLY LOCATED ONE HALF MILES EAST OF 24<sup>TH</sup> AVENUE SE AND ONE HALF MILE NORTH OF EAST LINDSEY STREET).

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

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

The final plat was approved.

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#### **Certificate of Plat Correction**

17. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFICATE OF PLAT CORRECTION CPC-2324-2 FOR THE ABSENTEE SHAWNEE HEALTH CENTER.

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

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

Certificate of Plat Correction CPC-2324-2 was approved.

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#### Surplus/Obsolete Items

18. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

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

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

The declaration of surplus was approved and the sale thereof was authorized.

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#### Contracts

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT THREE TO CONTRACT K-1819-99: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND THE MCKINNEY PARTNERSHIP ARCHITECTS INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$53,431 FOR A REVISED CONTRACT AMOUNT OF \$1,085,556 FOR ADDITIONAL SERVICES RELATED TO PHASE 1 OF THE NORMAN MUNICIPAL COMPLEX RENOVATION PROJECT (DEVELOPMENT CENTER, MUNICIPAL COURT, AND BUILDING 201).

### Acting as the City of Norman and the Norman Municipal Authority

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

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

Amendment No. Three to Contract K-1819-99 was approved.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-24: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, LLC DECREASING THE CONTRACT AMOUNT BY \$30,895.36 FOR A REVISED CONTRACT AMOUNT OF \$3,294,623.14 AND ADDING 114 CALENDAR DAYS TO THE CONTRACT FOR THE FLOOD AVENUE WATERLINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$125,725.09 AS OUTLINED IN THE STAFF REPORT.

## **Acting as the Norman Utilities Authority**

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

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

## Amendment No. Two to Contract K-2122-24 was approved.

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$331.031 FOR A REVISED AMOUNT \$8,862,833 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK REMODEL PROJECT.

### Acting as the Norman Municipal Authority

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

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

Amendment No. Four to Contract K-2122-81 was approved.

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22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT TWO TO CONTRACT K-2122-115: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$100.000 FOR A REVISED CONTRACT AMOUNT OF \$8,407,307.32 FOR THE NEW LINE MAINTENANCE BUILDING.

## Acting as the Norman Utilities Authority

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

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

Amendment No. Two to Contract K-2122-115 was approved.

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENL, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2223-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$3,206.70 FOR A REVISED CONTRACT AMOUNT OF \$248,338.30 FOR THE 24<sup>TH</sup> AVE. NW ADA AND SIDEWALKS IMPROVEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,416.92 AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. One to Contract K-2223-58 was approved.

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24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. 2 TO CONTRACT K-2223-77: BY AND BETWEEN THE CITY OF NORMAN AND ARROYO'S CONCRETE, LLC, DECREASING THE CONTRACT AMOUNT BY \$12,790.17 FOR A REVISED AMOUNT OF \$508,003.84 AND THE FINAL ACCEPTANCE AND FINAL PAYMENT FOR THE STREET MAINTENANCE ALLEY PROGRAM-CONCRETE PAVEMENT PROJECT AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. Two to Contract K-2223-77 was approved.

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25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$179,221.26 FOR A REVISED AMOUNT OF \$507,752.84 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT AND AUTHORIZE APPROPRIATION OF \$179.221.26 FROM THE CAPITAL FUND, STREET MAINTENANCE BOND FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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

Change Order No. One to Contract K-2324-8 was approved.

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT. AND/OR POSTPONEMENT OF CONTRACT K-2324-48: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ANAGO CLEANING SYSTEMS TO PROVIDE CUSTODIAL SERVICES FOR THE CITY'S FLEET MAINTENANCE FACILITIES AND THE NORMAN TRANSIT CENTER FOR THE TOTAL MONTHLY FEE OF \$1,736,52.

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

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

Contract K-2324-48 was approved.

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27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-56: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CYBER WATCH SYSTEMS. IN THE AMOUNT OF \$89,105 TO PROVIDE MANAGEMENT, DETECTION, AND NOTIFICATION OF MALICIOUS CYBER ACTIVITY TO THE CITY OF NORMAN NETWORK.

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

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

#### Contract K-2324-56 was approved.

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2324-57: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COPELAND DESIGN COLLECTIVE, PLLC, IN THE AMOUNT OF \$50,000 FOR THE ANDREWS PARK MASTER PLAN PROJECT AS OUTLINED IN THE STAFF REPORT.

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

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

## Contract K-2324-57 was approved.

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-60: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND KANSAS STATE BANK FOR THE PURCHASE OF COMMERCIAL FITNESS EQUIPMENT AT THE ADULT WELLNESS AND EDUCATION CENTER IN THE AMOUNT OF \$304,092.48 AS OUTLINED IN THE STAFF REPORT; AND APPROPRIATION OF \$71,692.90 OF CAPITAL FUND BALANCE.

## **Acting as the Norman Municipal Authority**

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

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

## Contract K-2324-60 was approved.

\* \* \* \* \*

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENL, AND/OR POSTPONEMENT OF ACCESS AND CONSTRUCTION AGREEMENT CONTRACT K-2324-61: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

### **Acting as the Norman Utilities Authority**

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

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

#### Contract K-2324-61 was approved.

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31. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF MEMORANDUM OF UNDERSTANDING CONTRACT K-2324-62: BY AND BETWEEN THE CITY OF NORMAN/NORMAN UTILITIES AUTHORITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

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

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

#### Contract K-2324-62 was approved.

\* \* \* \* \*

#### Resolutions

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-32: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$56,146.16 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

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

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

#### Resolution R-2324-32 was adopted.

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33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$4,197,553.76 in STBG-UZA FUNDING FOR WIDENING OF ROCK CREEK ROAD WITH NEW TRAFFIC SIGNALS AT 12TH AVENUE NW AND AT TRAILWOODS DRIVE IN NORMAN.

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

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

#### Resolution R-2324-34 was adopted.

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34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$3,446,653.60 in STBG-UZA FUNDING FOR WIDENING OF CONSTITUTION STREET BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD IN NORMAN.

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

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

#### Resolution R-2324-35 was adopted.

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35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POS PONEMENT OF RESOLUTION R-2324-37: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,120,944 IN STBG-UZA FUNDING FOR IMPROVEMENTS AND SIGNALIZATION AT THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.

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

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

### Resolution R-2324-37 was adopted.

36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-38: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,586,552 IN STBG-UZA FUNDING FOR INTERSECTION IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATIONS AT THE 36TH AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.

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

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

## Resolution R-2324-38 was adopted.

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, POSTPONEMENT OF RESOLUTION R-2324-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,494,351,20 IN STBG-UZA FUNDING FOR THE WIDENING OF CEDAR LANE ROAD FROM BLACK LOCUST TO 36TH AVENUE SE IN NORMAN.

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

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

#### Resolution R-2324-39 was adopted.

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38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-40: A RESOLUTION OF CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$12,456.22 FROM THE CAPITAL FUND BALANCE TO THE TRANSIT CENTER PROJECT TO BE USED FOR ADDITIONAL EXPENSES ASSOCIATED WITH THE PROJECT.

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

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

#### Resolution R-2324-40 was adopted.

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39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC STEERING COMMITTEE TO WORK WITH THE CITY OF NORMAN'S CONSULTANTS IN THE CREATION OF THE CITY'S AREA AND INFRASTRUCTURE MASTER PLAN ("AIM NORMAN").

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

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

Resolution R-2324-52 was adopted.

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#### **NON-CONSENT ITEMS**

40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT. AND/OR POSTPONEMENT OF ORDINANCE 0-2324-2 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN. OKLAHOMA. AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2. RURAL AGRICULTURAL DISTRICT, AND PUD, PLANNED UNIT DEVELOP-MENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT: AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF 48TH AVENUE N.W. BETWEEN FRANKLIN ROAD AND TECUMSEH ROAD)

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

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

#### Participants in Discussion

- Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant
- Mr. Shawn O'Leary, Director of Public Works 2.
- Mr. Chris Anderson, SMC Engineering, engineer representing the applicant 3.
- 4. Mr. Zach Roach, applicant
- 5. Mr. Stephen Ellis, Ward 4, made comments
- 6. Ms. Alice Leuck, Ward 4, made comments
- Mr. Evan Dunn, Ward 7, opponent 7.
- Ms. Jane Hudson, Director of 8.

## Ordinance O-2324-2 was adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2324-2 was adopted on Final Reading.

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41. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2324-2: FOR RED SKY RANCH ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED 1,600 FEET SOUTH OF EAST FRANKLIN ROAD ON THE WEST SIDE OF 48TH AVENUE NW).

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

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

Participants in Discussion

Mr. Stephen Ellis, Ward 4, made comments

The preliminary plat was approved.

42. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2324-4 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIX (6), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1104 WEST LINDSEY STREET)

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

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

Participants in Discussion

- Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant
- Mr. Steven Rollins, engineer representing the applicant 2.
- 3. Mr. John High, Ward 2, made comments
- Mr. Evan Dunn, Ward 7, made comments

Ordinance O-2324-4 was adopted Upon Second Reading Section by Section.

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

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

#### Ordinance O-2324-4 was adopted on Final Reading.

43. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2223-31 UPON SECOND AND FINAL READING: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE. ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE. REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS: AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

#### Participants in Discussion

- 1. Ms. Anais Starr, Planner
- Mr. Evan Dunn, Ward 7, made comments

## Ordinance O-2223-31 was adopted Upon Second Reading Section by Section.

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

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

#### Ordinance O-2223-31 was adopted on Final Reading.

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

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

Voting Yea: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montova. Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Mayor Heikkila, Councilmember Ward 1 Ball

Participants in Discussion

- Ms. Anais Starr, Planner 1.
- 2. Mr. John High, Ward 2, made comments
- Mr. Ric Unles, opponent

## Ordinance O-2223-47 was adopted Upon Second Reading Section by Section.

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

Voting Yea: Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya. Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Mayor Heikkila, Councilmember Ward 1 Ball

Ordinance O-2223-47 was adopted on Final Reading.

#### **Preliminary Plats**

45. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2223-8; FOR SIMPLE STORAGE ADDITION (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF 24TH AVENUE SE AND IMHOFF ROAD).

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

#### Item 45, continued

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

#### Participants in Discussion

Mr. Jorge DuQuesne, engineer representing the applicant

#### The preliminary plat was approved.

#### **MISCELLANEOUS COMMENTS**

#### Homelessness

Riley Worley, Ward 1, spoke about housing first vs. treatment first for the City's homeless population.

Ms. Marguerite Larson, Ward 6, said it is not a crime to be homeless and felt the Council's actions appear to be more of lip service. Inactions speak louder than words.

Mr. Alex Lanphere, Ward 2, was disappointed with the discussion at last week's Council study session regarding the cost of a sprinkler system for 718 North Porter, a location being considered as a homeless shelter. He felt the City desperately needs a permanent shelter and it should be a high priority.

Ms. Sitara Richter-Addo, Ward 5, said once 718 North Porter is operational it will slowly become a non-issue.

Ms. Hannah Anderson, Ward 8, wanted Council to build a shelter that is large enough to address the need in Norman.

Ms. Sherylann Densow, Wards 4 & 6, urged Council to look at alternatives to simply warehousing the unhoused. She felt Council should sell 718 North Porter.

Mr. Russell Rice, Ward 2, said Norman takes care of its citizens. He said whether it's at 718 North Porter or 109 West Gray a shelter is needed. He said it's not a matter of if one is needed. but where should it be located.

Mr. John High, Ward 2, urged Council to come up with a solution to the homeless issue.

Ms. Chelsey Gravel, Ward 4, provided Council with excerpts from the Norman Police Department's arrest summary highlighting ones that included the homeless.

Ms. Karlinda Gravel, Ward 4, referenced quotes in newspapers and media regarding the unhoused population.

#### MISCELLANEOUS COMMENTS, continued

#### Racism Stinks

Mr. Richard Baxter, Racism Stinks, talked about House Bill 1775 on Critical Race Theory. He invited everyone to attend a session, Collaboration for a Better Nation, at the Central Library on September 14, 2023, at 6:00 PM.

#### Food Pantries

Mr. Stephen Ellis, Ward 4, said someone set fire to the food pantry located behind Yellow Dog Café.

Ms. Sitara Richter-Addo, Ward 5, thank Council for continuing to work on the food pantry issue in Oakhurst.

#### University North Park

Mr. Stephen Ellis, Ward 4, said information is slowly leaking out about a push to use public funds to build the University of Oklahoma an arena in the University North Park area. He understood several members of Council have been hearing about it since June and urged Council to be forthcoming to the public with information.

### Pledge of Allegiance

Ms. Alice Lueck, Ward 4, said in honor of her military family members, her family is deeply hurt by the fact that their Councilmember does not stand for the pledge of allegiance.

#### Affordable Housing

Ms. Hannah Anderson, Ward 8, said she was a homeowner in Ward 8 and had the fortune of buying her house when Norman had a larger inventory of houses. Every year the market value of the homes continue to increase and she is concerned about the lack of affordable housing for everyone.

#### Americans with Disabilities Act (ADA)

Mr. John High, Ward 2, said the City's new ADA Coordinator was doing a great job.

#### Compost

Mr. Evan Dunn, Ward 7, suggested using a sifter at the City Compost Facility to give the citizens of Norman a better value.

| Item | 1 |
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## **ADJOURNMENT**

| The Meeting was adjourned at 9 | :02 p.m. |  |
|--------------------------------|----------|--|
|                                |          |  |
|                                |          |  |
| City Clerk                     | Mayor    |  |





## CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, December 12, 2023 at 6:30 PM

### **MINUTES**

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

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

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

#### **CALL TO ORDER**

Mayor Heikkila called the meeting to order.

#### **ROLL CALL**

**PRESENT** 

Mayor Larry Heikkila

Councilmember Ward 1 Austin Ball

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Bree Montoya

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Michael Nash

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

#### **ABSENT**

Councilmember Ward 6 Elizabeth Foreman

#### PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Mayor Heikkila.

#### **APPROVAL OF MINUTES**

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

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 10, 2022, JUNE 28, 2022, AND AUGUST 15, 2023

CITY COUNCIL STUDY SESSION MINUTES OF AUGUST 16, 2022

CITY COUNCIL CONFERENCE MINUTES OF NOVEMBER 22, 2022

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF APRIL 25, 2023, AND SEPTEMBER 26, 2023

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF AUGUST 24, 2023

CITY COUNCIL FINANCE COMMITTEE MINUTES OF NOVEMBER 16, 2023

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

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

The minutes were approved.

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#### AWARDS AND PRESENTATIONS

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-90: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2023 NOMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

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

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

#### Participants in discussion

- 1. Ms. Jeanne Snider, Assistant City Attorney
- 2. Mr. Mark Howery, Animal Welfare Oversight Committee Chairman
- 3. Dr. Amy Tyler, DMV, veterinarian at the Animal Welfare Center
- 4. Ms. Cindy Wanner, recipient

#### Resolution R-2324-90 was adopted.

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3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-94: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE 2023 CITY OF NORMAN HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION.

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

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

Participants in discussion

- 1. Ms. Jackie Farley, Human Rights Commission Chairman
- 2. Judge Michael Tupper, recipient

#### Resolution R-2324-94 was adopted.

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4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-95: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE 2023 CITY OF NORMAN HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION.

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

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

### Participants in discussion

- 1. Ms. Jackie Farley, Human Rights Commission Chairman
- 2. Mr. Caleb Creed accepting on behalf of Red Dirt Collective, recipient

## Resolution R-2324-95 was adopted.

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#### **COUNCIL ANNOUNCEMENTS**

#### Break In

Councilmember Ball mentioned a recent break in at an Air BnB.

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#### Police Academy

Councilmembers Ball and Holman announced the upcoming Police Academy graduation on December 14, 2024.

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#### Community Events/Meetings

Councilmember Ball announced the January 25th Police and Fire Chili Supper.

Councilmember Schueler invited everyone to attend the upcoming Council Oversight Committee meeting on December 14<sup>th</sup> at 4:00 p.m.

Councilmember Grant announced several upcoming community events; Suessical at Sooner Theatre, holiday art galleries at Firehouse, the Christmas tea at the Historic House, and the community Christmas dinner at the high school.

Councilmember Holman said there is a new public art piece at Reaves Park and encouraged everyone to go see it.

Councilmember Holman invited everyone to attend the upcoming Council Planning and Transportation Committee meeting on December 28th at 4:00 p.m.

Councilmember Peacock said he and Councilmember Schueler will be conducted a walking audit of West Lindsey Street from Berry Road to McGee on Sunday from 12:00-1:00 p.m. in hopes of identifying some small scale interventions to help improve accessibility, walkability, and pedestrian access through the corridor.

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#### Weather Museum

Councilmember Ball said he recently visited the Weather Museum and encouraged citizens to attend.

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#### Council Comments, continued

#### Aviation and Transportation Academy

Councilmember Ball said he attended an Aviation and Transportation Academy session today and said it was absolutely phenomenal.

\*

#### City Manager Report

Councilmember Ball said there is a link on the website next to the weekly City Manager Report that will take you to ward specific announcements.

\*

#### Norman Libraries

Councilmember Ball said Embark will be providing transportation to the east and west libraries during the closure of the Central Library.

Councilmember Holman said the Central Library is waiving fees at this time due to the recent closure for repairs.

\*

#### **Happy Holidays**

Councilmembers Montoya and Schueler wish everyone happy holidays.

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#### **Human Rights Award**

Councilmembers Schueler, Grant and Holman congratulated the recipients of the Human Rights Award.

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#### AIM Norman

Councilmembers Montoya and Holman announced an upcoming AIM Norman pop up tent on Thursday, December 14th.

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#### Animal Welfare Volunteer of the Year Award

Councilmember Grant and Holman congratulated the recipient of the Animal Welfare Volunteer of the Year Award.

\*

#### Norman Economic Development Coalition (NEDC)

Mayor Heikkila congratulated Lawrence McKinney, President and CEO of NEDC who received the North America Top 50 Economic Developer Award.

#### CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 5 through Item 26 be placed on the consent docket.

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

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

Items 5 through 26 were placed on the Consent Docket.

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#### First Reading Ordinance

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-9 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION FOUR (4), TOWNSHIP NINE NORTH (T9N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM NORTHERN COMMUNITY SEPARATOR AND FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF INDIAN HILLS AND 12TH AVENUE N.E.)

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

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

Ordinance O-2324-9 was adopted upon First Reading by title.

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-10 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION FIVE (5), TOWNSHIP NINE NORTH (T9N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE NORTHERN COMMUNITY SEPARATOR AND FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF INDIAN HILLS AND 12TH AVENUE N.E.)

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

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

Ordinance O-2324-10 was adopted upon First Reading by title.

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7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-23 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF SECTION THREE (3), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND FROM PUD (O-0910-14), PLANNED UNIT DEVELOPMENT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF 48<sup>TH</sup> AVENUE N.W., SOUTH OF INDIAN HILLS ROAD, NORTH OF FRANKLIN ROAD, AND WEST OF 36<sup>TH</sup> AVENUE N.W.)

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

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

Ordinance O-2324-23 was adopted upon First Reading by title.

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-29 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY (20) AND TWENTY AND ONE HALF (20 ½), OF ELMWOOD ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (463 ELM AVENUE)

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

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

Ordinance O-2324-29 was adopted upon First Reading by title.

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#### **Reports/Communications**

9. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORTS ENTITLED "ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, LLP, FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

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

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

Receipt of the Annual Comprehensive Financial Report for Fiscal Year ended June 30, 2023 was acknowledged.

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

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

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

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

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#### **Donation**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,000 FROM CAVINS CONSTRUCTION GROUP L.L.C., TO BE USED TO PURCHASE SERVICES AND SUPPLIES FOR THE 48TH ANNUAL NORMAN CHILI SUPPER BENEFIT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

The donation from Cavins Construction Group, L.L.C., was accepted.

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#### Contracts

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-72: BY AND BETWEEN THE CITY OF NORMAN AND ESKIMO SNO INC., D/B/A BEANSTALK COFFEE AND SNO, FOR BEANSTALK COFFEE AND SNO TO BE THE CONCESSIONAIRE PARTNER AND OPERATOR OF THE CONCESSION SPACE INSIDE THE YOUNG FAMILY ATHLETIC CENTER, 2201 TRAE YOUNG DRIVE, NORMAN, OKLAHOMA.

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

#### Contract K-2324-72 was approved.

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-82: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND COMMUNITY AFTER SCHOOL PROGRAM INC., TO PROVIDE FREE TUTORING SERVICES AT CITY OF NORMAN AFTER-SCHOOL PROGRAMS AS OUTLINED IN THE STAFF REPORT.

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

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

#### Contract K-2324-82 was approved.

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT IN THE AMOUNT OF \$402,712 TO BE USED FOR THE LOWER IMHOFF CREEK INFRASTRUCTURE PROTECTION PROJECT; APPROVAL OF CONTRACT K-2324-98 WITH THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY AS OUTLINED IN THE STAFF REPORT.

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

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

The Hazard Mitigation Assistance Grant was accepted and Contract K-2324-98 was approved.

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-102; A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SOURCE ONE FACILITY MAINTENANCE IN THE AMOUNT OF \$43,046 TO PROVIDE CUSTODIAL SERVICES FOR THE ADULT WELLNESS CENTER AND BUDGET APPROPRIATION FROM THE GENERAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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

Contract K-2324-102 was approved and the appropriation was authorized.

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-103: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PREFERED SERVICE CNG, TO PROVIDE MONITORING, MAINTENANCE AND AFTER HOURS OPERATION OF THE CITY OF NORMAN'S CNG FUELING STATION FOR THE TOTAL MONTHLY FEE OF \$2,070 AS OUTLINED IN THE STAFF REPORT.

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

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

Contract K-2324-103 was approved.

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-104: AN AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA AND ABBOTT HOUSE CHILD ADVOCACY CENTER, TO OPERATE AND PROVIDE PROGRAMMING AT 329 SOUTH PETERS AVENUE.

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

#### Contract K-2324-104 was approved.

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18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-105: A PUBLIC TRANSIT REVOLVING FUND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) DISTRIBUTING A MAXIMUM AMOUNT OF FUNDS IN AN AMOUNT NOT-TO-EXCEED TWO HUNDRED SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$207,400) FOR ESTABLISHING, EXPANDING, IMPROVING, AND MAINTAINING THE CITY OF NORMAN'S URBAN PUBLIC MASS TRANSPORTATION SERVICES AS OUTLINED IN THE STAFF REPORT.

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

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

#### Contract K-2324-105 was approved.

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19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-106: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COX COMMUNICATIONS, INC., IN THE AMOUNT OF \$220,000 FOR RELOCATING OVERHEAD COMMUNICATION LINES UNDERGROUND ON THE JENKINS AVENUE WIDENING 2019 BOND PROJECT AND APPROPRIATION OF FUNDS AS OUTLINED IN THE STAFF REPORT.

#### Item 19, continued

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

#### Contract K-2324-106 was approved.

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20. <u>CONSIDERATION OF APROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-108</u>: BY AND BETWEEN THE CITY OF NORMAN AND PAUL BAGLEY D/B/A DESIGN SILO L.L.C., IN THE AMOUNT OF \$175,000 FOR PUBLIC ART TO BE PLACED IN THE ROUNDABOUT AT JAMES GARNER AVENUE AND FLOOD AVENUE, NORMAN, OKLAHOMA.

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

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

#### Contract K-2324-108 was approved.

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#### Resolutions

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO RESOLUTION R-2223-104: AN AMENDMENT TO A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPOINTING COMMUNITY MEMBERS AND ALTERNATES TO THE STRONG TOWN AD HOC COMMITTEE TO SERVE AS PART OF THE LEADERSHIP TEAM FOR THE STRONG TOWNS COMMUNITY ACTION LAB, ADDING AND REMOVING CERTAIN COMMITTEE MEMBERS, SETTING FORTH GROUND RULES FOR PARTICIPATION, AND IDENTIFYING A TERMINATION DATE FOR THE AD HOC COMMITTEE.

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

Amendment No. One to Resolution R-2223-104 was approved.

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-91: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$189,700 FROM THE RAILROAD QUIET ZONE ACCOUNT AND TRANSFERRING \$45,641 FROM THE RAILROAD CORRIDOR SAFETY ACCOUNT TO THE JAMES GARNER AVENUE PHASE 3 ACRES STREET TO DUFFY STREET PROJECT CONSTRUCTION ACCOUNT.

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

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

Resolution R-2324-91 was approved.

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23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-92: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$15,883 FROM THE FACILITY MAINTENANCE HVAC IMPROVEMENTS PROJECT TO BE USED FOR THE POLICE DEPARTMENT TRAINING ROOM UPDATE PROJECT.

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

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

Resolution R-2324-92 was approved.

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-93: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IMPLEMENTING TWO-HOUR PARKING LIMITS ON THE NORTH SIDE OF EUFAULA STREET BETWEEN PORTER AVENUE AND CRAWFORD AVENUE.

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

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

Resolution R-2324-93 was approved.

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25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-97: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,261.33 FROM THE REFUNDS/REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR POLICE DEPARTMENT VEHICLES AND EQUIPMENT DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

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

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

Resolution R-2324-97 was approved.

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#### **NON-CONSENT ITEMS**

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), AND THIRTY-EIGHT (38) OF THE STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (305 E. BOYD STREET)

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

Participants in discussion

1. Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant

Motion made by Councilmember Ward 4 Grant to postpone Ordinance O-2324-17 to February 27, 2024, Seconded by Councilmember Ward 8 Peacock.

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

Ordinance O-2324-17 was postponed to February 27, 2024.

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28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-EIGHT (28), TWENTY-NINE (29), THIRTY (30) AND THIRTY-ONE (31) OF STATE UNIVERSITY ADDITION TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (221 E. BOYD STREET)

Motion made by Councilmember Ward 4 Grant to postpone Ordinance O-2324-18 to February 27, 2024, Seconded by Councilmember Ward 8 Peacock.

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

Ordinance O-2324-18 was postponed to February 27, 2024.

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29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-ONE (21) TO THIRTY-SIX (36), INCLUSIVE, IN BLOCK TWO (2), OF JOHNSON'S ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-2, TWO-FAMILY DWELLING DISTRICT, R-2, TWO-FAMILY DWELLING DISTRICT WITH SPECIAL USE FOR OFF-STREET PARKING, AND RM-2, LOW DENSITY APARTMENT DISTRICT WITH SPECIAL USE FOR OFF-STREET PARKING, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (823 AND 845 CHAUTAUQUA AVENUE AND 748 COLLEGE AVENUE)

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

Participants in discussion

- 1. Mr. Gunner Joyce, Rieger Law Group, attorney representing the applicant
- 2. Ms. Shannon Polly, Theta Building Committee Chair
- 3. Mr. Stephen Ellis, Ward 4, asked questions
- 4. Ms. Lee Hall, Ward 4, proponent
- 5. Ms. Karlinda Gravel, Ward 4, made comments
- 6. Ms. Sherylann Densow, Wards 4 & 6, proponent

Motion made by Councilmember Ward 4 Grant to amend Exhibit D to the narrative to remove single family dwelling, two family dwelling (duplex), single family dwelling and garage apartment, family day care home, general purpose of farm, home occupation, and municipal recreation or water supply for the list of permitted uses and amend Section 3.1 as outlined below:

3.1 Fencing and Screening: all fencing and screening shall comply with the requirements outlined in the City of Norman's Zoning Ordinance, Chapter 36-552 (Fencing, Walls, and Screening), as amended from time to time, subject to changes allowed by Chapter 36-510(k). The applicant will install a low-level brick, masonry, or similar wall, not to exceed four feet (4') in height along the southeast corner of the new parking lot's Parsons Street and College Avenue frontages, with a decorative curve at the southeast corner to retain the spirit of the landscaped area located at the corner of the property, as shown on the attached site plan.

Seconded by Councilmember Ward 8 Peacock.

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

#### Ordinance O-2324-26 was amended as stated above.

Back to main motion on the floor:

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

#### Ordinance O-2324-26 was adopted upon Second Reading section by section.

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

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

#### Ordinance O-2324-26 was adopted upon Final Reading.

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Motion made by Councilmember Ward 7 Holman to allow Councilmember Peacock to abstain from voting on Items 30 and 31 due to a conflict of interest, Seconded by Councilmember Ward 2 Schueler.

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

Abstain: Councilmember Ward 8 Peacock

Councilmember Peacock was allowed to abstain voting on Items 30 and 31.

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OL-POSTPONEMENT OF ORDINANCE O-2324-30 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS ELEVEN (11) AND TWELVE (12) OF BLOCK EIGHTY-FIVE (85) OF THE ORIGINAL TOWN OF NORMAN AND T.R. WAGGONER'S FIRST ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (321 WEST COMANCHE STREET)

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

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

Voting Nay: Councilmember Ward 5 Nash,

Abstain: Councilmember Ward 8 Peacock

Participants in discussion

- 1. Mr. Jake Aldridge, representing the applicant
- 2. Ms. Joey Wishnuck, developer representing the applicant
- 3. Mr. Stephen Ellis, Ward 4, asked guestions
- 4. Ms. Karlinda Gravel, Ward 4, made comments

#### Ordinance O-2324-30 was adopted upon Second Reading section by section.

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

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

Voting Nay: Councilmember Ward 5 Nash

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2324-30 was adopted upon Final Reading.

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OL-POSTPONEMENT OF ORDINANCE O-2324-31 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF CHAPTER 36 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS TWENTY-TWO (22) AND TWENTY-THREE (23), IN BLOCK SIXTY-EIGHT (68) OF ORIGINAL TOWN OF NORMAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CCFBC, CENTER CITY FORM-BASED CODE, AND PLACE SAME IN THE CCPUD, CENTER CITY PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (122 WEST COMANCHE STREET)

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

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

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2324-31 was adopted upon Second Reading section by section.

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

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

Abstain: Councilmember Ward 8 Peacock

Ordinance O-2324-31 was adopted upon Final Reading.

#### MISCELLANEOUS COMMENTS

#### **Human Rights Award**

Mr. Stephen Ellis and Ms. Cindy Rogers, Ward 4, congratulated Red Dirt Collective on winning the Human Rights Award.

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#### Food Forestry

Mr. Evan Dunn, Ward 7, suggested Council provide incentives for those who wish to participate in food forestry. He hoped to see some of his suggestions put in to place.

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#### **Homelessness**

Ms. Chelsey Gravel, Ward 4, said she and the community are working on solutions to address homelessness issues.

Ms. Karlinda Gravel, Ward 4, referenced a post on the Norman Neighbors Facebook page regarding a person destroying a mailbox and alleged he worked at the emergency shelter.

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#### **ADJOURNMENT**

| The meeting adjourned | at 8:48 | p.m. |
|-----------------------|---------|------|
|-----------------------|---------|------|

| ATTEST:    |       |
|------------|-------|
|            |       |
|            |       |
|            |       |
| City Clerk | Mayor |



### CITY OF NORMAN, OK CITY COUNCIL FINANCE COMMITTEE MEETING

Development Center, Conference Room A, 225 North Webster, Norman, OK 73069

Thursday, December 19, 2024 at 4:00 PM

#### **MINUTES**

The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room A at the City of Norman Development Center, on Thursday, December 19, 2024 at 4:00 PM, and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray, at the Development Center and on the City website at least 24 hours prior to the beginning of the meeting.

#### **CALL TO ORDER**

PRESENT
Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 6 Josh Hinkle

#### **ABSENT**

None.

#### **OTHERS**

Councilmember Ward 7 Stephen Holman
Anthony Francisco, Director of Finance
Dannielle Risenhoover, Admin. Tech IV
Jacob Huckabaa, Budget Technician
Kim Coffman, Budget Manager
Rick Knighton, Interim City Attorney
Shaakira Calnick, City Auditor
Mindy Aynes, Municipal Accountant
Clint Mercer, Chief Accountant
Chris Mattingly, Director of Utilities
Scott Sturtz, Director of Public Works
Shannon Stevenson, Asst. City Manager
Tim Miles, Capital Projects Manager/Acting City Engineer
Joseph Hill, Streets Program Manager

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

#### **AGENDA ITEMS**

1. DISCUSSION REGARDING THE USE OF CENTER CITY TAX INCREMENT FINANCE DISTRICT FUNDS FOR ALLEYWAYS INFRASTRUCTURE REPAIR.

Director of Public Works, Scott Sturtz, led the discussion and presented an Urban Design and Implementation Plan. The plan included four examples of potential alley way improvements with Sturtz highlighting staff preferences for the design. This included the preference for two-way traffic and water collection in the alley ways.

An Urban Design and Implementation Plan Committee (UDIP) has been formed. Members include: Lee Hall, Keith McCabe, Richard McCown, Autumn McMahon, Jim Adair, Councilmember Holman and Councilmember Peacock. The Committee has held three meetings. Their next scheduled meeting is January 10, 2025.

There are roughly 2.5 miles of alley located within the Center City area of Norman, with five alley sections being unpaved. The estimated cost to improve the five unpaved alley sections and provide for the alley maintenance needs within the Center City area is \$500,000. The maintenance needs of the paved alley ways will be discussed by the UDIP Committee and guide the City's maintenance and improvement activities.

On December 19, 2017 a Center City Tax Increment Finance (CCTIF) Fund was established and included a Project Plan (Ordinance 1718-27) with a term of up to 25 years. The CCTIF was established to provide infrastructure improvements within the area by increasing Ad Valorem Taxes. The CCTIF improvements can include the following: street and alley improvements, water and wastewater infrastructure improvements, and storm water infrastructure improvements. There are approximately \$5.3 million in the CCTIF Fund.

"Certainly, we think it is appropriate, if Council gave us the direction, to move forward with these repairs at this time," Sturtz said.

Mayor Heikkila asked if anyone disagreed with moving forward with they alley way project. There were no objections.

Since there were no objections Sturtz replied, "We will proceed. We will put together a bid packet, get that out, and start looking at the utilities we need to relocate. That will help us set the order in which we will proceed and we will bring an item back to Council for award of the project."

#### INTERNAL AUDITOR UPDATE.

Shaakira Calnick gave the update. She stated that there is an update to the 2024 Global Internal Audit Standards that will take effect January 9, 2025. She highlighted and expanded on the following audit standards that have been updated, calling them "significant as they relate to City Council Finance/Audit Committee's role":

- Applying the Global Internal Audit Standards in the Public Sector (2024 Update)
- Standard 1.2 Organization's Ethical Expectations
- Standard 4.1 Conformance with the Global Internal Audit Standards
- Standard 5.2 Protection of Information
- Domain III Governing the Internal Audit Function (Introduction)
- Standard 6.4 Board and Senior Management Support
- Standard 8.3 Quality

- Standard 9.2 Internal Audit Strategy
- Standard 9.5 Coordination and Reliance
- Standard 10.1 Financial Resource Management
- Standard 11.3 Communicating Results
- Standard 13.3 Engagement Objectives and Scope

Councilmember Montoya asked how these updates are going to affect the current draft of the Charter that Calnick has been working on. Calnick replied, "We were talking about scope and we were also speaking of access and meetings with Council without management present; so, there are ways that we can conform and do that within standard because they have now given us room to. Before it was, 'You've gotta do this, if we don't do it we can't be in conformance.' Now it gives us room of, 'How will we now deal with the inability to meet privately?' Can we do that as single members of Council coming to my office meeting with me, getting updates, making inquiries? That's a way around it." Calnick continued, "For scope, there was a line in the Internal Audit Charter draft where Mayor Heikkila scratched out "inappropriate" and made it "appropriate" which lended the idea that senior management could essentially limit my scope; so, in the new standards it says that it should be a conversation and that is how we should treat it. 'Why do you think my scope should be limited or expanded and is that criteria feasible?'"

Interim City Attorney Rick Knighton confirmed that Councilmembers can meet privately with Calnick as long as the meeting does not consist of a quorum.

3. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. Last month's sales tax revenue was significantly lower than the previous year's; however, this month's sales tax is higher compared to the previous year's. Francisco stated the reason being, was that a large retailer who improperly reported their sales tax collections last month corrected the issue and it is reflected in this month's reporting.

"The trend of the current fiscal year is the important thing to look at," Francisco said. "We're about 0.62% down for the year as a whole."

Francisco confirmed that if retailers are contacted by the State Tax Commission or by the City of Norman regarding a tax violation, they have the responsibility to make the correction and properly report. He also stated that cities are diligently working with the State to make accurate reporting a priority among retailers.

Francisco drew the Committee's attention to the Westwood Fund, reminding them that Norman had an unseasonably wet summer. "This has affected their revenues both at the pool and the golf course," Francisco said. "We hope that they will recover from that in the spring; but, right now, the Westwood Fund is quite a bit below budget."

#### **ADJOURNMENT**

| City Clerk                         | Mayor                        |  |
|------------------------------------|------------------------------|--|
| ATTEST:                            |                              |  |
| Mayor Heikkila adjourned the meeti | ng at approximately 4.45 PW. |  |

#### File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE SOUTHEAST)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 1/14/2025

**REQUESTER:** Fellers Snider Blankenship Bailey & Tippens, P.C.

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

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

POSTPONEMENT OF ORDINANCE O-2425-15 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE

SOUTHEAST)

APPLICANT/REPRESENTATIVE Fellers Snider Blankenship Bailey &

Tippens, P.C.

**LOCATION** North of Etowah Road on 72<sup>nd</sup> Ave SE

WARD 5

CORE AREA No.

**REQUESTED ACTION** Special Use for a Public Utility (Electric

Substation)

LAND USE PLAN DESIGNATION Country Residential

GROWTH AREA DESIGNATION Country Residential Area

#### **BACKGROUND:**

Fellers Snider Blankenship Bailey & Tippens, P.C., on behalf of the Applicant, is requesting Special Use for a Public Utility to allow for the development of an electric substation for Western Farmers Electric Cooperative. The base zoning of A-2, Rural Agricultural District, will remain.

The property contains approximately 98.3 acres with the Special Use project area to be 2.75 acres in size; see attached Site Plan.

In April of 2017, Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows "municipal uses, public buildings and public utilities" in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure municipal uses, public buildings, and public utilities are properly located and approved with special conditions if deemed appropriate that provide protection for surrounding property owners. This provides staff the opportunity to present the project for approval and notify the public of such developments.

#### **PROCEDURAL REQUIREMENTS:**

#### **GREENBELT MEETING:**

This request does not involve a preliminary plat or land use plan amendment and is not required to go before the Greenbelt Commission.

#### PRE-DEVELOPMENT: PD24-15, October 24, 2024

A neighbor posed the question of the appropriateness for a substation on land zoned A-2, Rural Agriculture. The applicant responded citing the special use permit allowance for public utilities. Concerns were raised that the project area encroaches on a neighbor's property. The applicant stated they would provide the survey documents to confirm the boundaries. Another attendee expressed concern the project area is approximately 75' from their home. The applicant responded stating that the actual location of the substation within the 2.75 acres was not finalized. Another attendee inquired if the project was in accordance with FERC, Federal Energy Regulatory Commission. The applicant did not know this information. Additional questions on drainage, noise, and obstruction were posed. The applicant was unable to answer these questions. The applicant representative and attendees agreed to another meeting either through the City or privately. The City is not aware if or when this second meeting occurred.

#### **BOARD OF PARKS COMMISSIONERS:**

This application does not include residential uses or a preliminary plat and is therefore not required to go before the Board of Parks Commissioners.

#### **ZONING ORDINANCE CITATION:**

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

1. Conformance with applicable regulations and standards established by the Zoning Regulations.

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

#### **STAFF ANALYSIS:**

Except for raising livestock, the subject property is vacant. The area surrounding the subject property is generally used for single-family residential and agricultural purposes. There is a single-family home to the north of the proposed substation. The closest point of the substation is located around 62' from the north property line and 107' from the existing single family home on the property to the north.

#### SITE PLAN/ACCESS:

The proposed Site Development Plan shows two new access points off 72<sup>nd</sup> Ave SE. The proposed driveways measure 25' in width and 95' in width. The substation will be surrounded by a perimeter fence with five 30' removable guards for gates. An oil containment system is to be located outside of the fenced project area on the eastern boundary of the site.

#### LIGHTING:

All exterior lighting shall be installed in conformance with the City of Norman's Commercial Outdoor Lighting Standards (Section 36-549), as amended from time to time.

#### **EXISTING ZONING:**

The allowable uses for properties zoned A-2, Rural Agriculture typically include single-family dwellings, the raising of farm animals, and the growing of crops. Special Use may be granted by City Council for a Public Utility.

#### **ALTERNATIVES/ISSUES**:

**IMPACTS**: The proposed use is an electric substation. This use will generate little traffic in the area. It is anticipated the City's streets have available capacity to accommodate any slight increase in demand the project may generate.

#### **OTHER AGENCY COMMENTS:**

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

PUBLIC WORKS/ENGINEERING: No comments from the City Public Works Department.

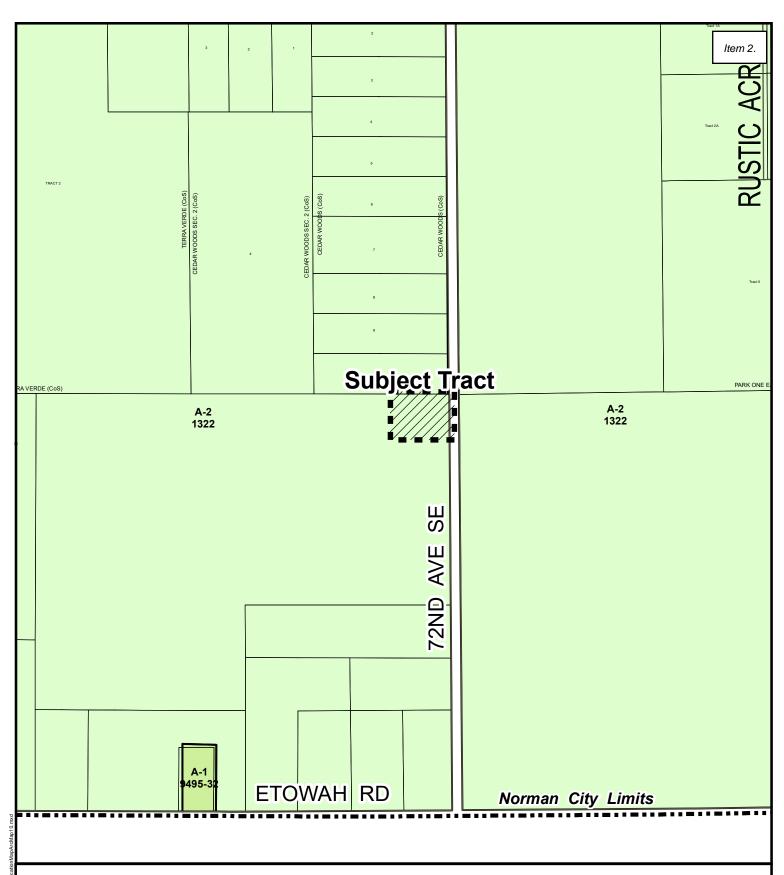
**TRAFFIC ENGINEER:** Staff have reviewed the proposed access to the site and have no comments relative to traffic safety.

**UTILITIES:** No comments from the City Utilities Department.

#### **CONCLUSION:**

Staff forwards this request for Special Use for a Public Utility with Ordinance O-2425-15 to the Planning Commission for a consideration and recommendation to City Council.

**PLANNING COMMISSION RESULTS:** At their meeting of November 14, 2024, Planning Commission declined to recommended adoption of Ordinance No. O-2425-15 by a vote of 0-7.



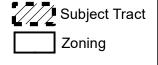
## **Location Map**





October 14, 2024

0 300 600 Ft.



#### O-2425-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND **PROVIDING** FOR **SEVERABILITY** THE THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72<sup>ND</sup> AVENUE SOUTHEAST)

- § 1. WHEREAS, Fellers Snider Blankenship Bailey & Tippens, P.C. has made application to have Special Use for Public Utility on the property described below in the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on November 14, 2024 as required by law, considered the same and declined to recommend that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Public Utility in the A-2, Rural Agricultural District, for the following described property, to wit:

A strip, piece or parcel of land in the Southeast Quarter (SE/4) of Section Nineteen (19), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows: Beginning at the Northeast corner of said SE/4, a Mag-nail with washer bearing the inscription "CA 6391";

Thence S00°27'13" on the East line of said SE/4, 300,000 feet to a Magnail with washer stamped "CPLSN CA 8035";

Thence N89°58'04"W parallel with the North line of said SE/4, 400.00 feet to a #3 rebar with cap bearing the inscription "CPLSN CA 8035"; Thence N00°27'13"W parallel with the East line of said SE/4, 300.00 feet to the North line thereof and a #3 rebar bearing the inscription "CPLSN CA 8035";

Thence S89°58'04"E on said North line, 400.00 feet to the Point of Beginning, containing 120,000 square feet or 2.75 Acres, more or less. The datum for this description is Grid North, NAD83, Oklahoma South Zone with the basis of bearing being the East line of the SE/4 of Section 19 taken to bear S00°27'13"E as measured between recovered PLSS corner monuments.

Said tract contains 2.75 acres more or less.

- § 5. Further, pursuant to the provisions of Section 36-560 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
  - a. The site shall be developed in accordance with the Site Plan, and supporting documentation, which are made a part hereof.
- § 6. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

| ADOPTED this | day of  | NOT ADOPTED this | day of  |  |  |
|--------------|---------|------------------|---------|--|--|
|              | , 2025. |                  | , 2025. |  |  |
| (Mayor)      |         | (Mayor)          |         |  |  |
| ATTEST:      |         |                  |         |  |  |
| (City Clerk) |         |                  |         |  |  |

#### ACTIVITIES. MATERIAL MUST BE PLACED UNDER ALL BUS STRUCTURES, STANDS AND BUSWORK PRIOR TO TO MINIMIZE MOISTURE INFILTRATION INTO THE SUBGRADE OR CONCRETE COVER OF CONFORMANCE WITH SPECIFICATIONS. REFERENCE FOUNDATION INFORMATION SHEET. ENERGIZATION. FOUNDATION. 2. FINISH SOIL GRADE AROUND COMPLETE PIER TO BE SLOPED TO DRAIN WATER AWAY FROM 2. STRIPPING OF ALL SUBGRADES TO A DEPTH REQUIRED TO REMOVE ALL 2. WATER NOT PERMITTED TO IMPOUND ADJACENT TO STRUCTURES OR FOUNDATIONS. 2. AGGREGATE TO BE DEPOSITED IN LAYERS OF 4" AND EACH LAYER THOROUGHLY WETTED VEGETATION AND ROOTS BUT NO LESS THAN 6". STRIPPING SHALL EXTEND 5' FOOTING, PIER AND/OR FOUNDATIONS. EXCESS SOIL TO BE REMOVED. 3. RUNOFF FROM ROOFS TO BE COLLECTED IN GUTTERS AND DRAINS. OUTLETS FROM BEYOND LIMITS OF CONSTRUCTION BUT NOT PROPERTY LIMITS. ALL MATERIAL AND COMPACTED WITH A VIBRATORY ROLLER. DOWNSPOUTS TO BE SURFACED WITH AGGREGATE TO PREVEN WASHOUT. ROOF DRAINS AND OBTAINED FROM STRIPPING OPERATIONS SHALL BE SPREAD ON THE SURFACE OF 3. ROCK SURFACE MATERIAL TO BE MADE OF CRUSHER RUN AGGREGATE CONSISTING OF ROCK DOWNSPOUTS MUST DISCHARGE AWAY FROM STRUCTURE WITH OUTLET A MINIMUM CUT SLOPES AND FILLS OR OTHERWISE DISPOSED WHEN APPROVED BY PROJECT OR GRAVEL WITH 100% PASING OF 1 1/2" SEIVE AND LESS THAN 10% PASSING THE 3/8" SEIVE. ALL POST SHALL BE SET PLUMB AND TO REQUIRED DEPTH PER THE PLANS. ENGINEER. CLEARANCE AWAY FROM STRUCTURE. 4. WHEN SPECIFIED ROCK SURFACE MATERIAL TO BE MADE OF SCREENING AGGREGATE 2. EXTENSION ARMS ARE TO BE INSTALLED WITH 45 DEGEE PROJECTION AWAY FROM 3. ADEQUATE STORM WATER DRAINAGE IS TO BE MAINTAINED DURING ALL 4. GROUNDWATER WAS NOT ENCOUNTERED DURING SUBSURFACE EXPLORATION. DUE TO CONSISTING OF ROCK OR GRAVEL WITH 100% PASSING OF 3/4" SEIVE, 90%-100% PASING 1/2" SUBSTATION AT A UNIFORM HEIGHT TO ALLOW SLIPPAGE OF THE TOP RAIL WITHOUT BINDING PHASES OF CONSTRUCTION. SEASONAL CHANGES IN GROUNDWATER THE PATH AND DEPTHS WILL FLUCTUATE WITH THE SEIVE AND 0%-5% PASSING 3/8" SEIVE. OR DISTORTION. ANY POST WITHOUT EXTENSION ARM WILL BE FITTED WITH A DOMED CAP. HIGHEST LEVEL OCCURING IN EARLY SPRING AND LOWEST LEVELS IN SUMMER. 4. CONTRACTOR EQUIPMENT AND/OR PERSONNEL SHALL NOT TRESPASS 5. NO LESS THAN 8" OF ROCK SURFACING MATERIAL SHALL BE PLACED IN TOTAL. IN THE EVENT 3. TOP RAIL MUST PASS THROUGH EACH EXTENSION ARM OR POST TOP AND FORM A CONTRACTOR IS RESPONSIBLE FOR OBSERVING GROUNDWATER SEEPAGE IN ONTO ADJACENT PROPERTIES. SITE SOILS CONTINUOUS BRACE FROM END TO END OF FENCE. FASTENING IS TO BE PER THE EXCAVATIONS TO ADJUST CONSTRUCTION OR INSTALLATION AS NECESSARY. 5. ENSURE THAT 8" OF 1-1/2" CRUSHER IS PLACED ABOVE ALL 4/0 GROUND 6. RIPRAP MATERIAL TO BE MADE OF LARGE AGGREGATE WITH A MINIMUM SIZE OF 2" AND SPECIFICATIONS AND PLANS. MAXIMUM SIZE OF 4" MEETING OKLAHOMA DEPARTMENT OF TRANSPORTATION CONSTRUCTION 4. BRACING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS 6. ALL DEFINEABLE FEATURES OF WORK WILL BE INCLUDED IN THE APPROPRIATE SPECIFICATION 713 FOR TYPE I STONE AND PROPER FABRIC STRETCHING WITHOUT POST PULL BACK. ALL FABRIC TERMINATIONS BID UNIT. 7. FILTER BLANKET MATERIAL TO BE MADE OF GRADED AGGREGATE MEETING OKLAHOMA SUBGRADE PREPARATION SHALL BE BRACED BETWEEN THE TERMINAL POST AND ADJACENT LINE POSTS. 7. ALL FIELD DIMENSIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR. DEPARTMENT OF TRANSPORTATION CONSTRUCTION SPECIFICATION 713:4 FOR A SINGLE 5. BOTTOM OF FENCE FABRIC SHALL BE INSTALLED LEVEL TO GROUND AND TOUCHING FINISH 1. SUBGRADE FOR DRIVEWAYS, PARKING AREAS AND PAD OF FOUNDATION MUST BE 8. OIL CONTAINMENT PAD INSTALLATION TO BE COMPLETED BY OTHERS AND TO INCLUDE COURSE FILTER BLANKET. GRADE SURFACING (TOP OF CRUSHED ROCK SURFACE). FABRIC WIL BE FASTENED TO COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY. GRADING, SURFACING AND SITE ADJUSTMENTS IN SEPARATE WORK ORDER TERMINATION POST ON 14" CENTERS WITH A STRETCHER BAR. FABRIC WILL BE FASTENED TO 2. ALL OTHER SUBGRADES FOR FENCE, DITCHES AND OTHER AREAS MUST BE COMPACTED TO **CULVERTS** 9. PROPOSED EQUIPMENT NOT SHOWN FOR CLARITY AND WILL REMAIN DE-ENERGIZED UNTIL TOP RAIL AND LINE POSTS AT 24" AND 14" INTERVALS. 90% OF THE MAXIMUM DRY DENSITY. NEW TRANSMISSION LINES ARE IN SERVICE. SUBGRADE FOR DRIVEWAYS. PARKING AREAS AND PAD OF FOUNDATION MUST BE 3. UNDISTURBED GRADES DO NOT REQUIRE COMPACTING EFFORT. 10. ALL WORK WITHIN STATUTORY RIGHT-OF-WAY MUST BE COORDINATED WITH APPLICABLE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY. AGREGATE INCORPORATED INTO PROJEC, SUCH AS PARKING AREAS AND DRIVEWAYS. GOVERNMENT ENTITY. 2. ALL OTHER SUBGRADES FOR FENCE, DITCHES AND OTHER AREAS MUST BE COMPACTED TO SHALL BE COMPACTED TO 95% OF THE STANDARD DENSITY. 11. SODDING AND VEGETATION ESTABLISHMENT TO BE COMPLETED BY OTHERS. CONTRACTOR IS 90% OF THE MAXIMUM DRY DENSITY. RESPONSIBLE FOR VEGETATION MANAGEMENT DURING PROJECT DURATION. 3. UNDISTURBED GRADES DO NOT REQUIRE COMPACTING EFFORT. 12. BOLLARD INSTALLATION WILL NOT COMMENCE UNTIL UTILITY LOCATION AND DEPTH HAVE 4. AGREGATE INCORPORATED INTO PROJEC, SUCH AS PARKING AREAS AND DRIVEWAYS. BEEN CONFIRMED. BOLLARD LOCATION TO BE ADJUSTED AS NECESSARY TO AVOID CONFLICTS. SHALL BE COMPACTED TO 95% OF THE STANDARD DENSITY. **EXISTING FARM** FENCE TO REMAIN IN PLACE 231'-0" 49'-0" 87'-0" N=662890.17 N=662890.17 E=2166792.50 E=2167190.12 LEGEND PAD RIP RAP N=662869.50 E=2166941.50 AGGREGATE SURFACING 231'-0" SODDING/SEEDING 15'-0" 72'-0" 126'-0" 18'-0" **EXISTING FENCE** $\rightarrow$ N=662854.50 PROPOSED FENCE $\overline{\phantom{a}}$ – PR. FARM FENÇÊ 8" AGGREGATE — E=2166956.50 GATE REMOVABLE CENTERLINE OF DRIVEWAY **EXISTING FARM FENCE** —— FF —— **GUARD FOR GATE** 25' WIDE TRANSMISSION EASEMENT DRIVE - REMOVABLE PROPOSED FARM FENCE \_\_\_\_ I \_\_\_\_ EX. PP — EX. FARM TO BE -HENGE GA RELOCATED BY OTHERS N=662809.00 E=2167028.62 130' MOLINTARIE BERM 65'-8" 102'-4" OIL CONTAINMENT DEFINABLE FEATURES OF WORK-INSTALLATION PHASE WITH BERM AND (2) DESCRIPTION **BOLLARDS INSTALLED** PAD INSTALLATION 7,918 BY OTHERS. TOC/TOS — (8" OF 1-1/2" CRUSHER - STANDARD GRADE TO RUN. TYPÉ A3 ROCK) BERM DRAIN 1,993 SOLID SLAB S.Y. SODDING/SEEDING ·9 674 CHAINLINK FENCE L.F. - STANDARD **CULVERT ENDS TO** INSTALLATION BERM MATCH EXISTING CHAINLINK FENCE GATE MOUNTABLE **FLOWLINE** (30' WIDE) BERM 7,623 S.Y. REMOVABLE REMOVE 300 FINE GRADING GUARD FOR GATE L.F. OF 4,663 C.Y. GRADING CUT EXISTING 4,302 GRADING FILL FARM FENCE 8 GRADING EXPORT C.Y. 362 PROPOSED FARM FENCE GRADING IMPORT C.Y. TO BE INSTALLED BY TOP SOIL STRIPPED C.Y. 5,618 CENTERLINE OF DRIVEWAY OTHERS 1,747 TOP SOIL FILL 95' WIDE STATION DRIVE 72'-4" 77'-8" 48'-0" C.Y. 3,872 TOP SOIL EXPORT **GATE STOP** 13 RIPRAP TON 144 (CONCRETE FILLED POST TON 58 14 | FILTER BLANKET ~1' ABOVE GROUND) 15 | SITE CLEARING 2.48 130 16 24" CGMP W/CETS PR. FARM 658 SNAKE GUARD/VARMET FENCE L.F. - REMOVABLE FENCE TO BE 18 OIL CONTAINMENT UNITS **GUARD FOR GATE** REMOVABLE -**INSTALL** GUARD FOR GATE BY OTHER PERIMETER SNAKE **CULVERT ENDS TO** 1. EXISTING FARM FENCE REMOVAL TO BE INCLUDED IN WORK ORDER NO. 8600 -GUARD/VARMET **MATCH EXISTING** WORK IS TO INCLUDE THE REMOVAL OF EXISTING FARM FENCE GATE, BRACE FLOWLINE FENCE TO BE 10' POSTS AND HARDWARE. EXISTING FARM FENCE GATE AND HARDWARE ARE **INSTALLED BY OTHERS** PROPERTY OF WFEC. ALL OTHER MATERIALS INCLUDING EXISTING FARM FENCE ARE THE PROPERTY OF THE CONTRACTOR AND MAY BE DISPOSED OF GATE STOP AFTER REMOVAL. CONTRACTOR WILL STORE ONSITE ALL WFEC RECLAIMED - 12" THICKLAYER OF 4" RIPRAP -4' WIDE DITCH (CONCRETE FILLED POST MATERIALS. RECLAIMED MATERIALS WILL BE INSTALLED BY OTHERS. ON 6" LAYER OF FILTER BOTTOM ~1' ABOVE GROUND) **FABRIC** P.O. BOX 429 **MAXWELL SUBSTATION** SCALE: 1" =20' MARK DESCRIPTION DATE CLEVELAND **SITE PLAN** STATE OK R-1-W APPROVED FOR CONSTRUCTION J. COCHRAN 10-9-24 A. HENAGE TBD PROPOSED FARM FENCE C. YEAGER | 10-9-24 | T. GOUCHER | TBD TOC/TOS N=662590.17 N=662590.17 8600 TO BE INSTALLED BY E=2167192.50 E=2166792.50 C. MOSTIERO TBD OTHERS SIGNATURE DATE SHEET C1 TBD

SITE DRAINAGE

1. PERMANENT POSITIVE DRAINAGE TO BE PROVIDED AROUND PERIMETER OF FOUNDATIONS

**FOUNDATIONS** 

1. FOUNDATIONS, SLABS AND FOOTINGS SHALL BE INSTALLED AS SHOWN ON DRAWINGS AND IN

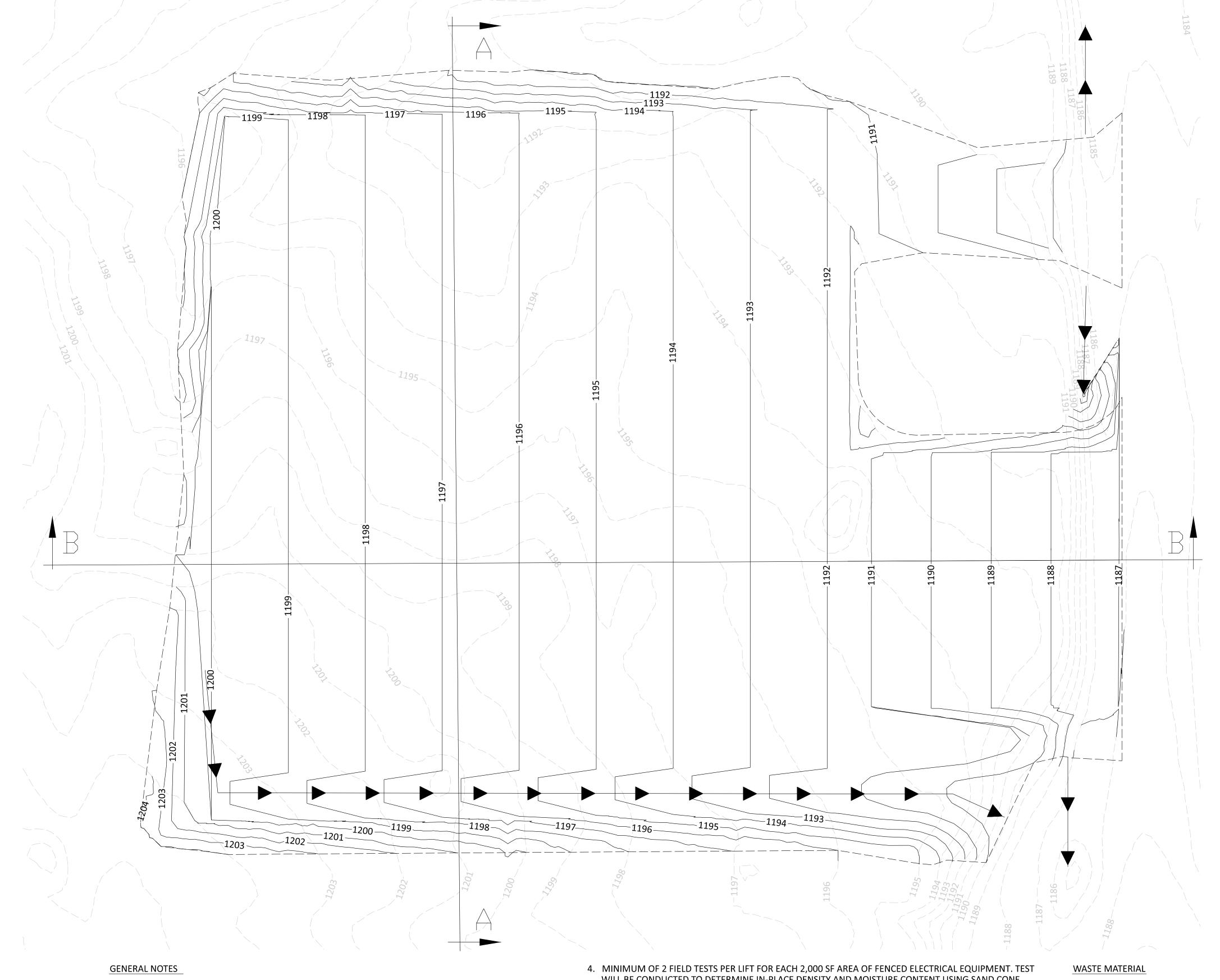
**ROCK MATERIAL** 

1. APPLY MATERIAL TO THE LIMITS AND DEPTHS OF THE AREAS SPECIFIED ON THE PLANS. ROCK

**GENERAL NOTES** 

1. CONTRACTOR SHALL PERFORM A ONE CALL PRIOR TO EARTH DISTRUBING

Item 2.



|           | BIDDING INFORMATION   |   |  |  |  |  |  |  |  |
|-----------|---|---|--|--|--|--|--|--|--|
| BID UNIT  | DESCRIPTION   | UNIT  | QUANTITY   |  |  |  |  |  |  |
| M-1       | SITE PREPARATION  | ACRE  | 2.48   |  |  |  |  |  |  |
| M-1-GRASS | SODDING   | ACRE  | 0.42   |  |  |  |  |  |  |
| M-1-A3    | 1-1/2" CRUSHER ROCK   | TON   | 2,970  |  |  |  |  |  |  |
| M-1-A6    | RIPRAP  | TON   | 144  |  |  |  |  |  |  |
| M-1-A7    | FILTER BLANKET  | TON   | 58   |  |  |  |  |  |  |
| M-1-C     | UNCLASSIFIED EXCAVATION   | LOT   | 1.00   |  |  |  |  |  |  |
| M-1-F     | UNCLASSIFIED FILL   | LOT   | 1.00   |  |  |  |  |  |  |
| N-1       | 84" CHAINLINK FENCE WITH SECURITY WIRE                                  | LF  | 674  |  |  |  |  |  |  |
| N-2-30    | 30' GATE  | EA  | 5  |  |  |  |  |  |  |
| M-1-CMP   | CULVERTS  | LF  | 130  |  |  |  |  |  |  |
|           | M-1<br>M-1-GRASS<br>M-1-A3<br>M-1-A6<br>M-1-A7<br>M-1-C<br>M-1-F<br>N-1 | BID UNIT DESCRIPTION M-1 SITE PREPARATION M-1-GRASS SODDING M-1-A3 1-1/2" CRUSHER ROCK M-1-A6 RIPRAP M-1-A7 FILTER BLANKET M-1-C UNCLASSIFIED EXCAVATION M-1-F UNCLASSIFIED FILL N-1 84" CHAINLINK FENCE WITH SECURITY WIRE N-2-30 30' GATE | BID UNIT DESCRIPTION UNIT  M-1 SITE PREPARATION ACRE  M-1-GRASS SODDING ACRE  M-1-A3 1-1/2" CRUSHER ROCK TON  M-1-A6 RIPRAP TON  M-1-A7 FILTER BLANKET TON  M-1-C UNCLASSIFIED EXCAVATION LOT  M-1-F UNCLASSIFIED FILL LOT  N-1 84" CHAINLINK FENCE WITH SECURITY WIRE  N-2-30 30' GATE EA |  |  |  |  |  |  |

- 1. ALL SUBGRADE ELEVATIONS TO MATCH GRADING PLAN WITH LIMITS OF GRADING TO MATCH EXISTING FLEVATIONS
- 2. CONTRACTOR SHALL CONTROL THE FINISHED GRADE OPERATION USING A LEVEL AND PREDETERMINED BENCHMARKS.
- 3. FINAL GRADE ON PLANS MAY BE CHANGED AS NEEDED BY THE PROJECT ENGINEER. WHEN TOP OF FINAL GRADE OR SUBGRADE ELEVATIONS CHANGE THE TOP OF FOUNDATION ELEVATIONS MUST BE CHANGED ACCORDINGLY.

  4. FLOWING LOCATION IS APPROXIMATE AND POSITIVE SITE DRAINAGE AND BUNGE IS THE RESPONSIBILITY.
- 4. FLOWINE LOCATION IS APPROXIMATE AND POSITIVE SITE DRAINAGE AND RUNOFF IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. SEE SHEET C3 THRU C5 FOR TYPICAL SECTIONS.
- 6. FLOWLINE LOCATION IS APPROXIMATE AND SITE DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 7. LIMITS OF GRADING ARE TO MATCH EXISTING ELEVATIONS.

### FILL MATERIAL

- 1. ALL FILL MATERIAL N STRUCTURES AREAS, INCLUDING UTILITY BACKFILL, MUST BE PLACED IN CONTINUOUS, HORIZONTAL LIFTS HAVING A MAXIMUM PRE-COMPACTED THICKNESS OF 9" WHEN CONSOLIDATED WITH HEAVY EQUIPMENT. FILL MATERIAL CONSOLIDATED WITH HAND-HELD OR LIGHT EQUIPMENT IS LIMITED TO PRE-COMPACTED THICKNESS OF 6".
- 2. ALL AGGREGATE BASE MATERIAL MUST BE PLACED IN CONTINUOUS, HORIZONTAL LIFTS HAVING A PRE-COMPACTED THICKNESS OF 6".
- 3. ALL LIFTS MUST BE COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY AND WITHIN +/- 2% OF THE OPTIMUM MOISTURE CONTENT.

- 4. MINIMUM OF 2 FIELD TESTS PER LIFT FOR EACH 2,000 SF AREA OF FENCED ELECTRICAL EQUIPMENT. TES WILL BE CONDUCTED TO DETERMINE IN-PLACE DENSITY AND MOISTURE CONTENT USING SAND CONE, RUBBER BALLON OR NUCLEAR DENSITY GAUGE TEST IN ACCORDANCE WITH APPROPRIATE ASTM SPECIFICATION.
- 5. EXCAVATION ARE TO BE PROTECTED FROM STANDING WATER AND RUNOFF BY GRADING, DRAINAGE CHANNELS, PUMPS, PROTECTIVE BERMS COVERS OR BY ANYOTHER METHOD APPROVED BY PROJECT ENGINEER
- 6. ENGINEERED FILL WILL CONSIST OF APPROVED MATERIAL FREE OF ORGANIC MATTER AND DEBRIS, EXHIBIT MAXIMUM PLASTIC INDEX (PI) OF 18, MAXIMUM LIQUID LIMIT OF 40 AND CONTAINS AT LEAST 15% FINES (MATERIAL PASSING NO. 200 SEIVE, BASED ON DRY WEIGHT) WITH A MAXIMUM ROCK SIZE OF 3".

## OVER EXCAVATION

- 1. EXCAVATION BEYOND THE SPECIFIED NEAT LINES AND GRADES SHALL BE CORRCTED BY FILLING IN THE RESULTING VOIDS WITH EARTH FILL COMPACTED TO SPECIFICATION. WHEN SUBGRADE IS TO SUPPORT ROCK MATERIAL WITH DIRECT CONTACT, NOT SEPARATED BY GEOTEXTILE, THE VOIDS MAY BE FILLED WITH CRUCKED STONE IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATION FOR CRUSHED BOCK
- WITH CRUCHED STONE IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATION FOR CRUSHED ROCK.

  2. CONTRACTOR SHALL NOT CORRECT OVEREXCAVATION OF PIERS AND ENTIRE EXCAVATION IS TO BE FILLED WITH CONCRETE.

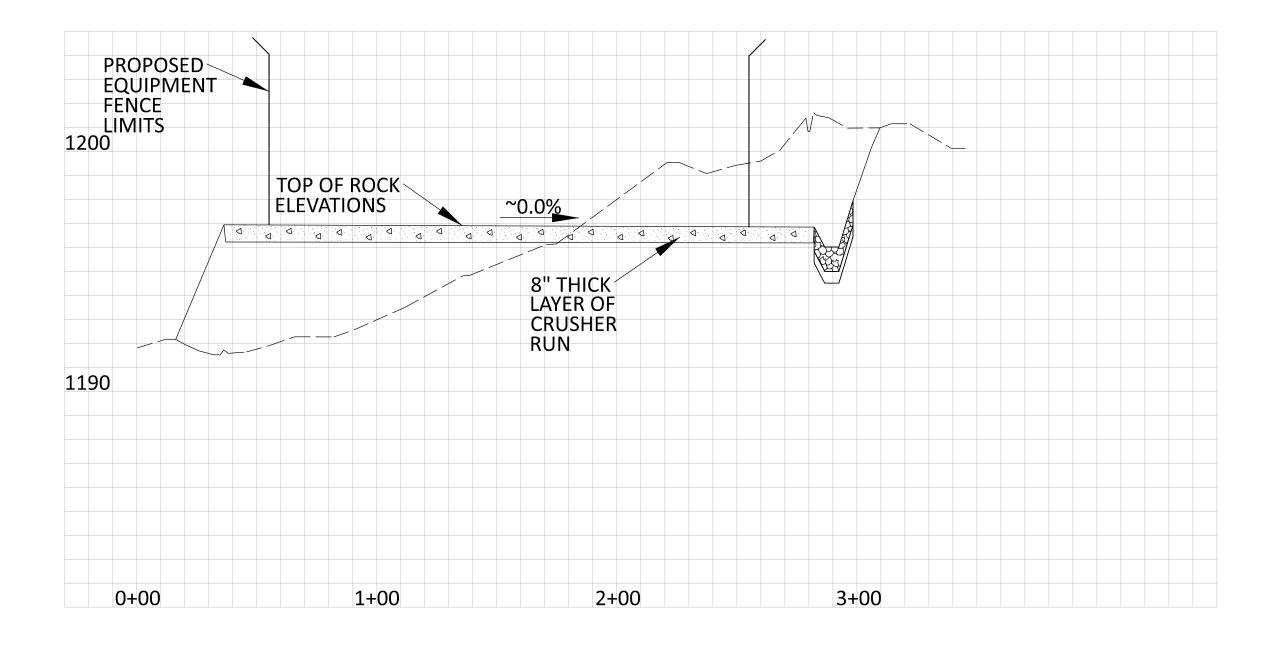
 WASTER MATERIAL SHALL INCLUDE MATERIALS FROM THE EXCAVATION NOT SUITABLE OR REQUIRED FOR EARTHFILL OR EXCAVATION BACKFILL. ALL WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR.

### TESTING

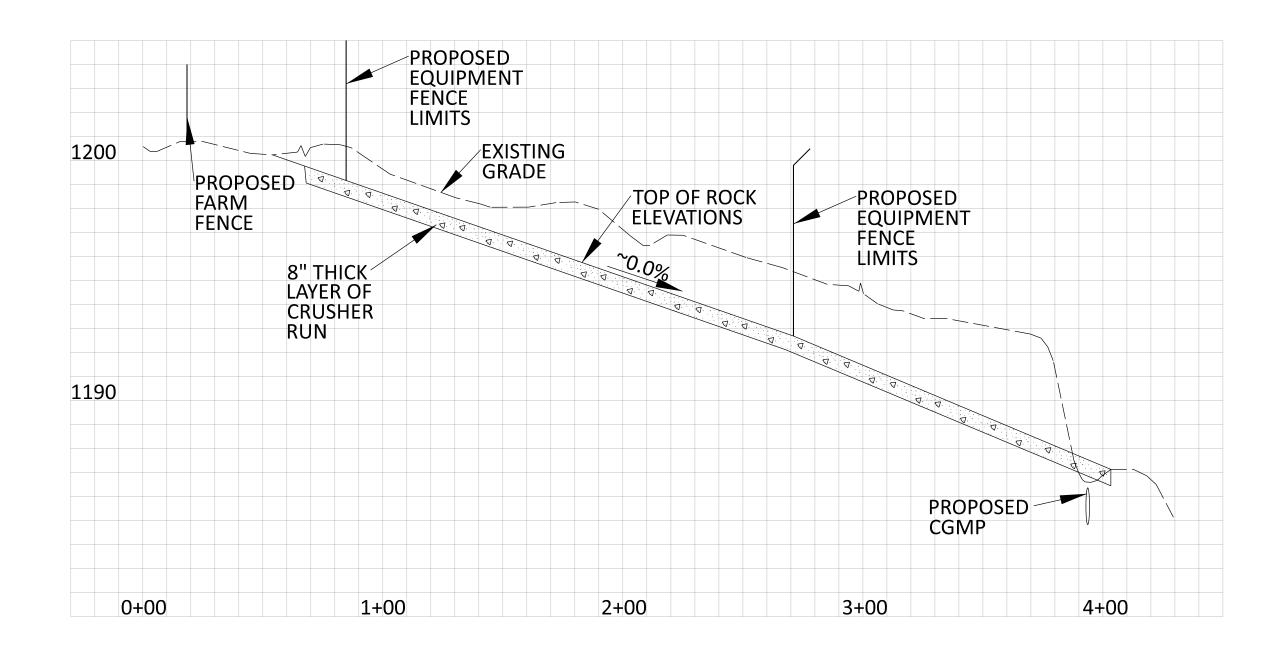
- 1. CONTRACTOR SHALL PERFORM TESTS ON SOIL AND FINISH GRADE MATERIAL USING AN INDEPENDENT TESTING LABORATORY. SELECTION OF INDEPENDENT TESTING LABORATORY SHALL BE SUBMITTED FOR CONCURRENCE TO PROJECT ENGINEER.
- 2. CONTRACTOR MUST PROVIDE COPIES OF ALL TESTS REPORTS TO WESTERN FARMERS ELECTRIC COOPERATIVE.

| WESTERN F<br>ANADARKO, OKLAHOMA 73005 | ARMERS                             | EL (                | ECTRIC     | COC | PERAT         | IVE         | P.O. B0 | X 429 |  |
|---------------------------------------|------------------------------------|---------------------|------------|-----|---------------|-------------|---------|-------|--|
| MAXWE                                 | LL SUBS                            | STATI               | ON         |     | SCALE: 1" =20 | 0'          |         |       |  |
| GRAI                                  | GRADING PLAN                       |                     |            |     |               |             |         |       |  |
| APPROVED FOR CONSTRUCTION             | J. COCHRAN                         | $10^{-9} - 24$      | A. HENAGE  | TBD | OK            | R-1-W       |         |       |  |
|                                       | C. YEAGER                          | 10 <sup>-9-24</sup> | T. GOUCHER | TBD | WC            | ORK ORDER N |         |       |  |
|                                       | electrical engineer<br>C. MOSTIERO | TBD                 |            |     |               | 860         | U       |       |  |
| SIGNATURE DATE                        | CONTROLS ENGINEER TBD              | TBD                 |            |     |               | SHEET C     | 2       | 210   |  |

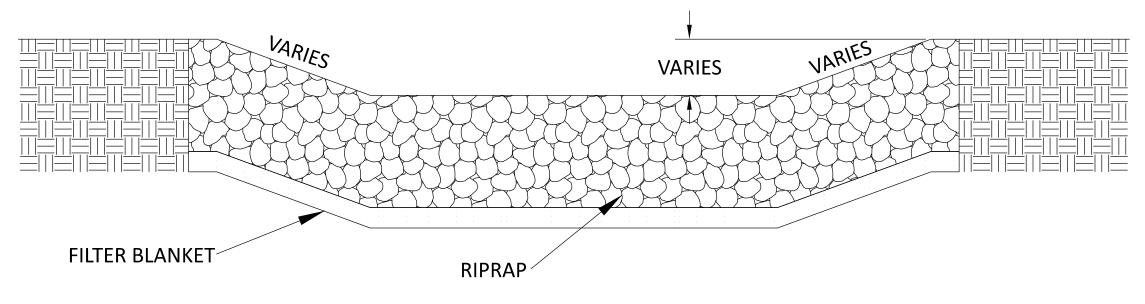
 MARK
 DATE
 DESCRIPTION



# SECTION A-A



# SECTION B-B



# RIPRAP CHANNEL PROFILE

## **GENERAL NOTES:**

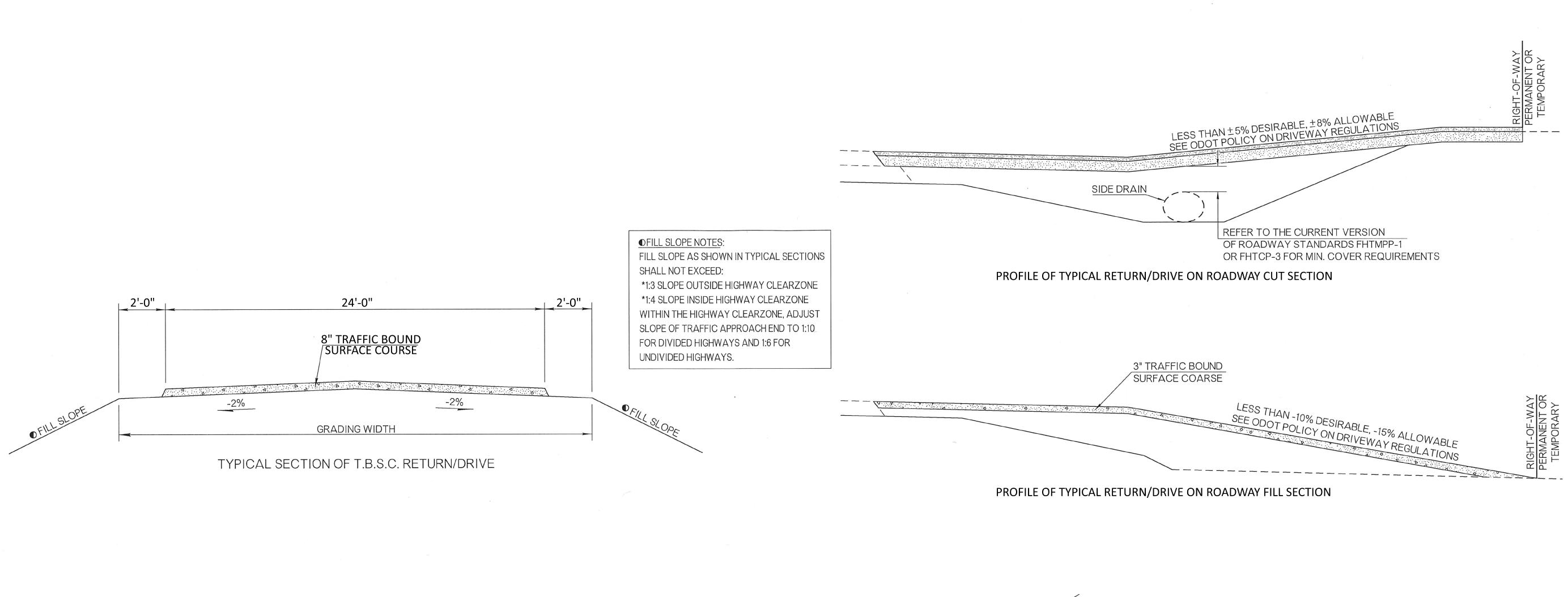
1. PROPERTY BOUNDARY LIMITS ARE APPROXIMATE AND THE RESPONSIBILTIY OF THE CONTRACTOR TO STAKE.

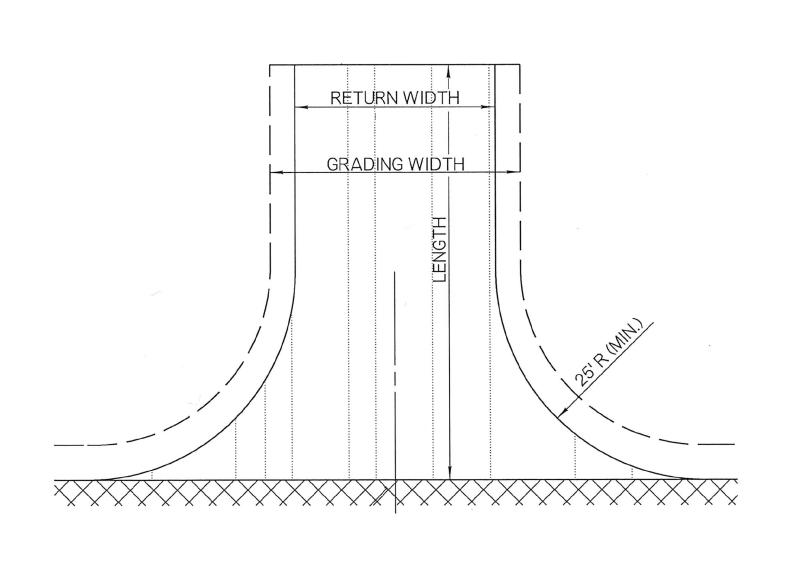
Item 2.

2. PROPOSED FENCE LIMITS ARE APPROXIMATE AND THE RESPONSIBILITY OF THE CONTRACTRO TO STAKE.

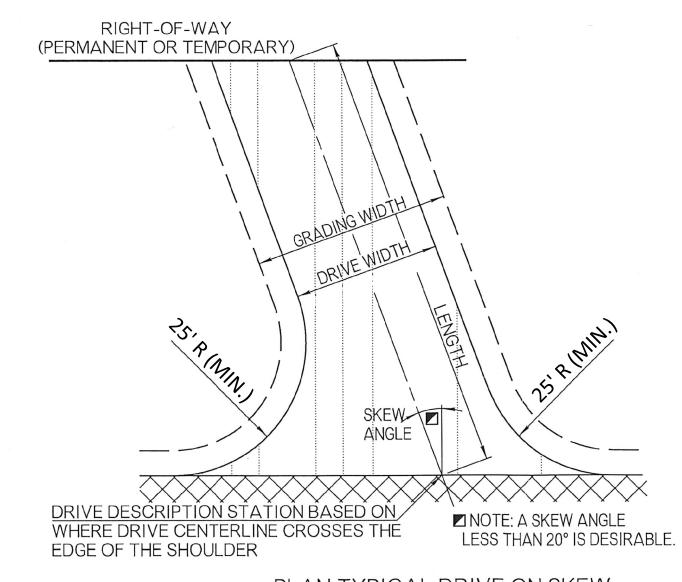
| WESTERN F<br>ANADARKO, OKLAHOMA 73005 | ARMERS                | EL [                | ECTRIC     | COC | PERAT                        | IVE                     | P.0. | BOX 429  |
|---------------------------------------|-----------------------|---------------------|------------|-----|------------------------------|-------------------------|------|----------|
| MAXWE                                 | LL SUBS               | STATI               | ON         |     | SCALE:                       |                         |      |          |
| SECTION \                             | -<br>/IEWS A          | -A & I              | В-В        |     | COUNTY<br>CLEVELAND<br>STATE | SEC. <u>18</u><br>T-8-N |      | <i>N</i> |
| APPROVED FOR CONSTRUCTION             | J. COCHRAN            | 10 <sup>-9-24</sup> | A. HENAGE  | TBD | OK                           | R-1-W                   |      |          |
|                                       | C. YEAGER             | 10 <sup>-9-24</sup> | T. GOUCHER | TBD | W                            | ORK ORDER               |      |          |
|                                       | C. MOSTIERO           | TBD                 |            |     |                              | 860                     | JU   |          |
| SIGNATURE DATE                        | CONTROLS ENGINEER TBD | TBD                 |            |     |                              | SHEET                   | C3   | 21       |

## 





PLAN TYPICAL SECTION LINE RETURN



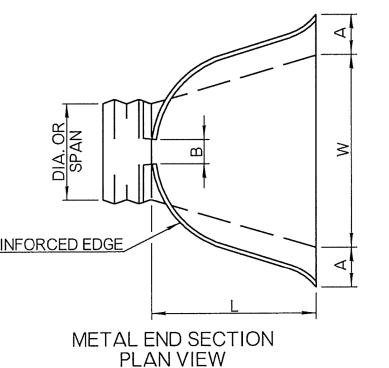
PLAN TYPICAL DRIVE ON SKEW

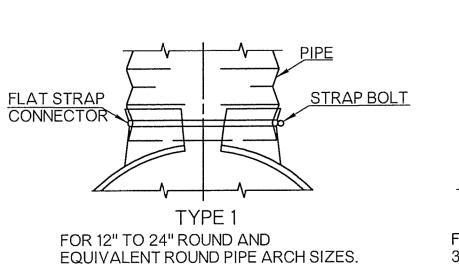
| WHEN TRUCKS OR FARM EQUIPMENT ARE ANTICIPATED, FOR THE FOLLOWING RADIUS,                      |
|---|
| USE THE APPROPRIATE MIN. WIDTH OF DRIVE:  CURVE RADIUS MIN. WIDTH  100' 14'  75' 16'  50' 18' |
| SECTION LINE OR DRIVE WITH CURVED ALIGNMENT   |

Item 2.

|        |             | WES<br>anadarko, okla | MA 73005      | ARMERS                    |  | COOPER        | ?ATIVE F                     | P.O. BOX 429 |
|--------|-------------|-----------------------|---------------|---------------------------|--|---------------|------------------------------|--------------|
|        |             |                       | <b>//AXWE</b> | LL SUBS                   | STATION  | SCALE         | N.T.S.                       |              |
| K DATE | DESCRIPTION |                       |               | -                         |  | COUN<br>CLEVE | INTY<br>ELAND SEC. <u>18</u> |              |
| -      | -           |                       |               |                           | LLATION  | STAT          | T-8-N                        | <u> </u>     |
| -      | -           | APPROVED FOR          | ONSTRUCTION   | DRAFTER  - CIVIL ENGINEER | DATE PROJECT MANAGER  DATE ENGINEERING MANAGER | TBD OK        |                              | BED          |
| -      | -           |                       |               | ELECTRICAL ENGINEER       |  | TBD           | 8600                         | , LR         |
| _      |             | SIGNATURE             |               | CONTROLS ENGINEER         | TBD  |               | SHEET C7                     |              |
|        |             | STUNATORE             | DAIL          | IRD                       | TBD  |               | <u> </u>                     | 212          |

## DIMENSIONS OF END SECTIONS FOR ROUND METAL PIPE APPROX. BODY SLOPE TYPE 6" 6" 6" 21" 24" 1:2 1/2 1:2 1/2 1:2 1/2 9" | 12" | 6" | 36" | 42" | 1:2 1/2 14 14" 19" 9" 60" 72" 1:2 1/2 2 PC. 18" | 30" | 12" | 84" | 102" 1:2 18" 33" 12" 87" 114" 1:1 <sup>3</sup>/<sub>4</sub> 3 PC. 18" 39" 12" 87" 126" 1:1 1/3 3 PC. 12 18" 42" 12" 87" 132" 1:1 1/4 3 PC. 84" 12 18" 45" 12" 87" 138" 1:1 1/6 3 PC.





TYPE 3

54" TO 72" EQUIVALENT ROUND

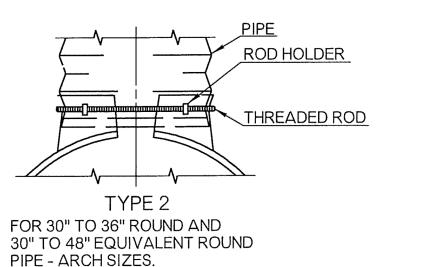
FOR 42" TO 84" ROUND AND

PIPE - ARCH SIZES.

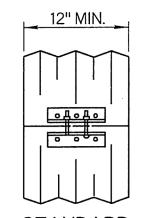
CONCRETE END SECTION PLAN VIEW

CONNECTOR SECTION

RIVETED OR BOLTED



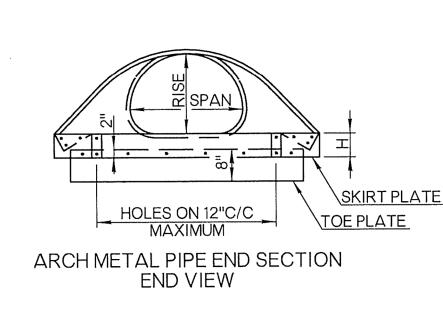
BAND CLAMP SHALL CLEAR HORIZ. LINE.

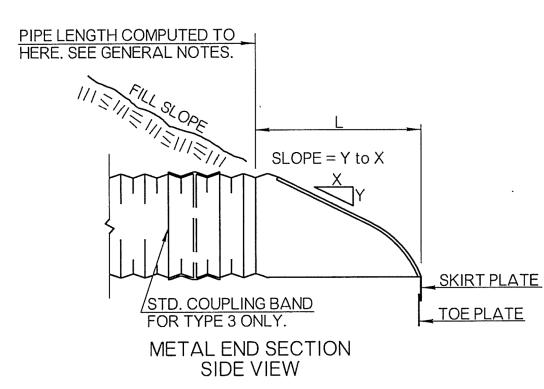


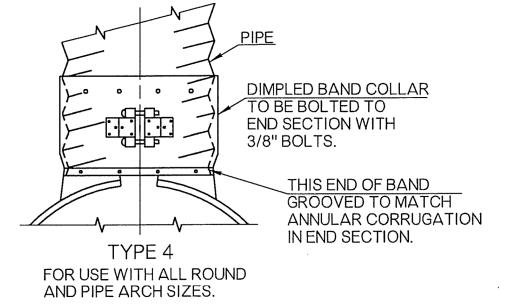
Item 2.

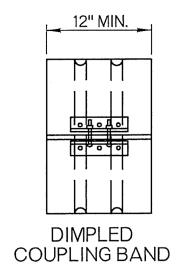
STANDARD COUPLING BAND

| DIMENSIONS OF END SECTIONS<br>FOR METAL PIPE - ARCH |                 |     |     |     |     |      |     |                  |              |  |
|---|-----------------|-----|-----|-----|-----|------|-----|------------------|--------------|--|
| SPAN x<br>RISE                                      | EQUIV.<br>ROUND | GA. | А   | В   | Н   | L    | W   | APPROX.<br>SLOPE | BODY<br>TYPE |  |
| 17" x 13"   | 15"             | 16  | 7"  | 9"  | 6"  | 19"  | 30" | 1:2 1/2          | 1 PC.        |  |
| 21" x 15"   | 18"             | 16  | 7"  | 10" | 6"  | 23"  | 36" | 1:2 1/2          | 1 PC.        |  |
| 24" x 18"   | 21"             | 16  | 8"  | 12" | 6"  | 28"  | 42" | 1:2 1/2          | 1 PC.        |  |
| 28" x 20"   | 24"             | #16 | 9"  | 14" | 6"  | 32"  | 48" | 1:2 1/2          | 1 PC.        |  |
| 35" x 24"   | 30"             | 14  | 10" | 16" | 6"  | 39"  | 60" | 1:2 1/2          | 1 PC.        |  |
| 42" x 29"   | 36"             | #14 | 12" | 18" | 8"  | 46"  | 75" | 1:2 1/2          | 1 PC.        |  |
| 49" x 33"   | 42"             | 12  | 13" | 21" | 9"  | 53"  | 85" | 1:2 1/2          | 2 PC.        |  |
|   | 401             | 10  | 101 | 00" | 101 | COIL | 001 | 1.0 1/0          | 200          |  |









TYPICAL METAL END SECTION CONNECTIONS

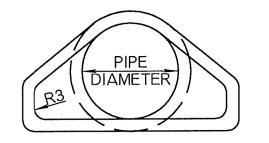
| 35" x 24" | 30" | 14  | 10" | 16" | 6"  | 39" | 60"  | 1:2 1/2 | 1 PC. |
|-----------|-----|-----|-----|-----|-----|-----|------|---------|-------|
| 42" x 29" | 36" | #14 | 12" | 18" | 8"  | 46" | 75"  | 1:2 1/2 | 1 PC. |
| 49" x 33" | 42" | 12  | 13" | 21" | 9"  | 53" | 85"  | 1:2 1/2 | 2 PC. |
| 57" x 38" | 48" | 12  | 18" | 26" | 12" | 63" | 90"  | 1:2 1/2 | 2 PC. |
| 64" x 43" | 54" | 12  | 18" | 30" | 12" | 70" | 102" | 1:2 1/4 | 2 PC. |
| 71" × 47" | 60" | 12  | 18" | 33" | 12" | 77" | 114" | 1:2 1/4 | 3 PC. |
| 77" x 52" | 66" | 12  | 18" | 36" | 12" | 77" | 126" | 1:2     | 3 PC. |
| 83" x 57" | 72" | 12  | 18" | 39" | 12" | 77" | 138" | 1:2     | 3 PC. |

# FOR ALUMINUM END SECTIONS THE 28" x 20" SHALL BE 14 GAGE AND THE 42" x 29" SHALL BE 12 GAGE.

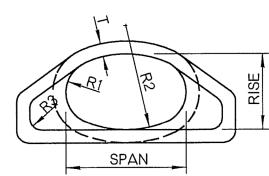
|          | DIME | NSION | S OF PR             | ECAST               | END SE | CTION | NS FOF | ROUN  | ND PIPI | E       |
|----------|------|-------|---------------------|---------------------|--------|-------|--------|-------|---------|---------|
| DIAMETER | R3   | R4    | R5                  | Т                   | К      | J     | С      | D     | Е       | SLOPE   |
| 18"      | 3"   | 3"    | 6"                  | 2 1/2 "             | 9"     | 2.25' | 3.83'  | 6.08' | 3.00'   | 1:3     |
| 24"      | 3"   | 3"    | 7"                  | 3"                  | 91/2"  | 3.63' | 2.50'  | 6.12' | 4.00'   | 1:3     |
| 30"      | 3"   | 3"    | 8"                  | 3 1/2 "             | 12"    | 4.50' | 1.65'  | 6.16' | 5.00'   | 1:3     |
| 36"      | 3"   | 3"    | 10 1/2"             | 4"                  | 15"    | 5.25' | 2.90'  | 8.15' | 6.00'   | 1:3     |
| 42"      | 3"   | 3"    | 10 <sup>1</sup> /2" | 41/2"               | 21"    | 5.25' | 2.92'  | 8.17' | 6.50'   | 1:3     |
| 48"      | 6"   | 6"    | 14"                 | 5"                  | 24"    | 6.00' | 2.17'  | 8.17' | 7.00'   | 1:3     |
| 54"      | 6"   | 6"    | -                   | 5 <sup>1</sup> /2 " | 27"    | 5.42' | 2.92'  | 8.33' | 7.50'   | 1:2 1/2 |
| 60"      | 6"   | 6"    | -                   | 6"                  | 30"    | 5.00' | 3.25'  | 8.25' | 8.00'   | 1:2     |
| 66"      | 6"   | 6"    | -                   | 6 <sup>1</sup> /2 " | 24"    | 6.50' | 1.75'  | 8.25' | 8.50'   | 1:2     |
| 72"      | 6"   | 6"    | _                   | 7"                  | 24"    | 6.50' | 1.75'  | 8.25' | 9.00'   | 1:2     |

| APPROX.<br>EQUIV. |      | DIMEN | NSIONS  | OF PR                | ECA | \ST | END SI   | ECTIO              | ONS F    | OR E  | LLIPT | TICAL | . PIPE | -     |
|-------------------|------|-------|---------|----------------------|-----|-----|----------|--------------------|----------|-------|-------|-------|--------|-------|
| DIAMETER          | RISE | SPAN  | R1      | R2                   | R3  | R4  | R5       | Т                  | K        | J     | C     | D     | Е      | SLOPE |
| 18"               | 14"  | 23"   | 6"      | 20"                  | 3"  | 3"  | 6"       | 2 <sup>3</sup> /4" | 8"       | 2.25' | 3.75' | 6.00' | 3.00'  | 1:3   |
| 24"               | 19"  | 30"   | 8 1/4"  | 26 <sup>1</sup> /4 " | 3"  | 3"  | 7"       | 31/4"              | 8 1/2"   | 3.25' | 2.75' | 6.00' | 4.00'  | 1:3   |
| 30"               | 24"  | 38"   | 10 1/4" | 323/4"               | 3"  | 3"  | 9"       | 33/4"              | 91/2"    | 4.50' | 1.50' | 6.00' | 5.00'  | 1:3   |
| 36"               | 29"  | 45"   | 12 1/4" | 39 1/4 "             | 3"  | 3"  | 12"      | 41/2"              | 11 1/4"  | 5.00' | 3.00' | 8.00' | 6.00'  | 1:3   |
| 42"               | 34"  | 53"   | 14 1/2" | 46"                  | 6"  | 6"  | 13"      | 5"                 | 15 3/4 " | 5.00' | 3.00' | 8.00' | 6.50'  | 1:3   |
| 48"               | 38"  | 60"   | 16 ½"   | 51 1/2"              | 6"  | 6"  | 14"      | 5 <sup>1</sup> /2" | 21"      | 5.00  | 3.00' | 8.00' | 7.00'  | 1:3   |
| 54"               | 43"  | 68"   | 18 ¾4"  | 58 <sup>1</sup> /2 " | 6"  | 6"  | 16"      | 6"                 | 251/2"   | 5.00' | 3.00' | 8.00' | 7.50'  | 1:3   |
| 60"               | 48"  | 76"   | 203/4"  | 65"                  | 6"  | 6"  | 3611/16" | 61/2"              | 30"      | 5.00  | 3.25  | 8.25' | 8.00'  | 1:2   |
| 66"               | 53"  | 83"   | 223/4"  | 71 1/2"              | 6"  | 6"  | 361/8"   | 71/2"              | 24"      | 6.50' | 1.75' | 8.25' | 8.50   | 1:2   |
| 72"               | 58"  | 91"   | 243/4"  | 78"                  | 6"  | 6"  | 38"      | 71/2"              | 24"      | 6.50' | 1.75' | 8.25' | 9.00'  | 1:2   |

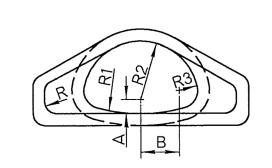
| APPROX.<br>EQUIV. |      |      |                     | DIMENS     | SIO | NS OF F   | PRECAS   | ST END                           | SE | CTIONS                 | FOR   | ARC     | H PIP | E     |       |       | _     |
|-------------------|------|------|---------------------|------------|-----|-----------|----------|----------------------------------|----|------------------------|-------|---------|-------|-------|-------|-------|-------|
| DIAMETER          | SPAN | RISE | Д                   | В          | R   | R1        | R2       | R3                               | R4 | R5                     | Τ     | K       | J     | С     | D     | Е     | SLOPE |
| 18"               | 22"  | 13"  | - 1/4"              | 5 3/4"     | 2"  | 27 1/2"   | 13 3/4 " | 5 1/4"                           | 3" | 13"                    | 21/2" | 7"      | 2.25  | 3.75' | 6.08' | 3.00' | 1:3   |
| 24"               | 28"  | 18"  | 3 7/16"             | 921/32"    | 3"  | 40 11/16" | 14 9/16" | 419/32 "                         | 3" | 16 <sup>13</sup> /16 " | 3"    | 9 1/2 " | 3.58' | 2.50' | 6.08' | 4.00' | 1:3   |
| 30"               | 36"  | 22"  | 3 3/4"              | 123/32"    | 3"  | 51"       | 18 3/4 " | 6 <sup>1</sup> / <sub>32</sub> " | 3" | 18 1/2 "               | 31/2" | 12"     | 4.50' | 1.58' | 6.08' | 5.00' | 1:3   |
| 36"               | 43"  | 26"  | 4 1/8 "             | 15 1/2"    | 6"  | 62"       | 22 1/2"  | 63/ <sub>B</sub> "               | 3" | 24 <sup>5</sup> /16"   | 4"    | 15"     | 5.25' | 2.90' | 8.15' | 6.00' | 1:3   |
| 42"               | 51"  | 31"  | 5 <sup>1</sup> /16" | 18"        | 6"  | 73"       | 26 1/4"  | 79/16"                           | 3" | 27 1/2"                | 41/2" | 21"     | 5.25' | 2.92' | 8.17' | 6.50' | 1:3   |
| 48"               | 58"  | 36"  | 6"                  | 20 1/2"    | 6"  | 84"       | 30"      | 83/4"                            | 3" | 28 1/2"                | 5"    | 24"     | 6.00' | 2.17' | 8.17' | 7.00' | 1:3   |
| 54"               | 65"  | 40"  | 6 <sup>5</sup> /8 " | 22 11/16 " | 6"  | 92 1/2"   | 33 3/8"  | 9 13/ 16 "                       | 6" | 33 1/8"                | 51/2" | 27"     | 5.42' | 2.921 | 8.34' | 7.50' | 1:2.4 |
| 60"               | 73"  | 45"  | 7 1/2"              | 25 %2"     | 6"  | 105"      | 37 1/2"  | 117/32"                          | 6" | 33 11/16"              | 6"    | 30"     | 5.00' | 3.25' | 8.25' | 8.00' | 1:2   |
| 72"               | 88"  | 54"  | 9"                  | 317/16"    | 6"  | 126"      | 45"      | 12 9/16 "                        | 6" | 38 <sup>15</sup> / 16" | 7"    | 24"     | 6.50' | 1.75' | 8.25' | 9.00' | 1:2   |



ROUND CONCRETE PIPE END SECTION END VIEW



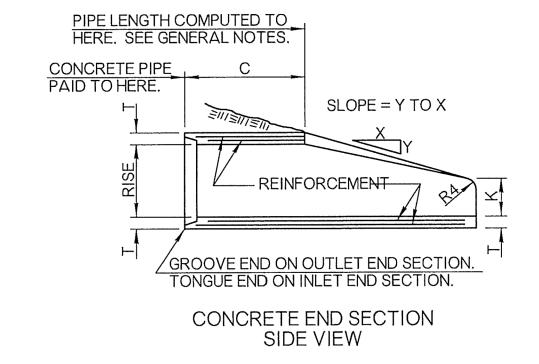
ELLIPTICAL CONCRETE PIPE END SECTION END VIEW



ARCH CONCRETE PIPE END SECTION END VIEW

## GENERAL NOTES

- . ALL CONSTRUCTION AND MATERIAL REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE 2009 ODOT STANDARD SPECIFICATIONS.
- 2. CULVERT END SECTIONS SHALL BE OF THE SAME MATERIAL AND SHAPE (ROUND, ARCH, OR ELLIPTICAL) AS THE PIPE ON WHICH THEY ARE INSTALLED.
- 3. DIMENSIONS SHOWN FOR END SECTIONS ARE SUBJECT TO MANUFACTURER TOLERANCES.
- 4. TOE PLATE WILL BE REQUIRED ON ALL METAL END SECTIONS UNLESS SOLID ROCK IS ENCOUNTERED. HOLES IN TOE PLATE TO BE PUNCHED TO MATCH HOLES IN SKIRT PLATE, 3/8" BOLTS TO BE FURNISHED. LENGTH OF TOE PLATES FOR ROUND PIPE END SECTIONS SHALL BE W=10" FOR 12" TO 30" DIAMETER PIPE, W=20" FOR 36" TO 84" DIAMETER PIPE. LENGTH OF TOE PLATES FOR ARCH PIPE END SECTIONS SHALL BE W=10" FOR A RISE OF 13" TO 29" AND W=20" FOR A RISE OF 33" TO 57".
- 5. CONNECTOR SECTION, SKIRT PLATE, AND TOE PLATE ON METAL END SECTIONS SHALL BE THE SAME GAGE AND MATERIAL AS THE SKIRT AND SHALL BE INCLUDED IN PRICE BID FOR END SECTION.
- 6. IF TYPE 3 METAL END SECTION IS USED AS OPTIONAL PIPE, THE LENGTH OF PIPE TO BE REDUCED BY 12" FOR EACH END SECTION. IF CONCRETE PIPE OPTION IS USED, THE LENGTH OF PIPE TO BE REDUCED BY THE C DIMENSION FOR EACH END SECTION.



| RK | DATE | DESCRIPTION |
|----|------|-------------|
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COOPERATIVE P.O. BOX 429 **TATION** SCALE: N.T.S. COUNTY CLEVELAND SEC. 18 **JENT** ─ T-8-N STATE OK R-1-W TBD ENGINEERING MANAGER TBD **8600** TBD SHEET C8 TBD



Warren F. Bickford Greg A. Castro Mark K. Stonecipher Bryan N.B. King Stephen J. Moriarty C. Eric Shephard R. Blaine Nice Michael A. Fagan A. Wayne Billings Peter L. Scimeca

Ryan J. Duffy Jacob P. Jean Philip A. Schovanec Dane H. Miller Johnny R. Blassingame Brian R. Matula Joseph G. Wheeler Joseph P. Krodel Carlee M. Apel Of Counsel
Terry W. Tippens
Paul W. Dudman
Harry H. Selph, II
C. Morgan Dodd
John K. Williams
Heather A. Lehman Fagan
Terry L. Watt
Kelsey L. Jennings
Charles C. Callaway, Jr.
William H. Whitehill, Jr
Eric R. King

Joseph P. Krodel Attorney JKrodel@FellersSnider.com

November 7, 2024

Planning Commission of Norman, Oklahoma c/o Planning and Community Development Department P.O. Box 370
225 N. Webster Ave.
Norman, OK 73069
Lora.Hoggatt@normanok.gov

RE: Western Farmers Electric Cooperative Special Use Permit Application; Responses to Protestor Concerns

To whom it may concern:

My name is Joe Krodel, and I represent Western Farmers Electric Cooperative ("WFEC") with regard to their application for a Special Use Permit to operate an electric substation near the intersection of 72<sup>nd</sup> Ave. SE and Etowah Road.

At the pre-development meeting, surrounding landowners and a legal representative of one of those landowners raised concerns regarding this project and its potential impact on their surrounding properties. Some concerns were addressed, some were deferred to later so that more information could be gathered. In order to fully address all surrounding landowner concerns, I requested that the legal representative, Mr. Shawn Fulkerson, provide me with the list of questions he was referring to when addressing WFEC so that I can fully answer their questions and address their concerns. He was agreeable at pre-development, but after numerous contact attempts, our requests for those questions have been ignored. Further, to fully address neighboring property owner concerns, WFEC offered to make itself available a second time for an in-person meeting to be scheduled through counsel for those landowners. Because all contact has been ignored, that second meeting has yet to be scheduled and will unlikely occur.

Page 2 Planning Commission of Norman, Oklahoma November 7, 2024

While this may not address every concern or question raised at pre-development, I believe it captures the most pressing issues that were left unanswered.

The surrounding landowners asked whether this project is compliant with FERC and other federal regulations. WFEC is required to comply with FERC, NERC, and any other federal regulations on public electric utilities. Further, compliance with all FERC and NERC regulations is a condition of receiving funding from the Rural Utilities Service (RUS) used to make this project possible. This substation project is in compliance with all applicable regulations.

Concerns were raised regarding stormwater runoff, particularly by Mr. King, the neighboring landowner directly north of WFEC's property. WFEC has studied this issue and, as with all substation projects, has included stormwater runoff diversion tactics in their site plan. The interior surface of the substation will be gravel, providing a permeable surface to absorb storm and rainwater to minimize the potential for runoff. On the perimeter of the substation, vegetation will be left in place as a buffer between the substation and neighbors (both are acceptable Best Management Practices (BMPs) under the Stormwater Construction General Permit (OKR10)).

Some surrounding landowners expressed health concerns regarding the proximity to a substation to their homes. These claims, while common, have been studied and are unfounded. Living near a substation like the one proposed by WFEC poses no known health risk. Further concerns regarding noise at this site are also unfounded. This electric substation will produce extremely minimal noise, most of which may come from small fans. However, the substation components itself will not produce any noticeable amount of noise. Protestors are encouraged to observe the numerous other WFEC substations in Norman for an idea of what they sound like (nothing). WFEC currently has at least four substations within city limits (Acme, West Norman, Liddell, and Franklin). At least two of which are in highly residential areas.

Some concerns about "high capacity" power lines were raised as well. The existing lines running through the proposed site, located between the proposed substation and the neighboring property owner to the north's boundary, are the lines that will tie into this substation. No plans for additional lines of any higher capacity are in place for this substation. Additional lines of the same capacity and character of those that already exist may be added. However, the multiple concerns regarding "high capacity" lines at this site are unfounded. There are currently 69 and 138 kv transmission lines serving the four substations identified above (OU-Franklin, Canadian-Paoli, Canadian-Franklin) located in Norman, OK. Additionally, the City of Norman recently approved a project for a 345 kv project within the City of Norman, which is a much higher voltage than the existing lines that will tie into this substation.

Page 3 Planning Commission of Norman, Oklahoma November 7, 2024

WFEC is taking the concerns of surrounding landowners seriously and wants to make sure they will be a good neighbor. Accordingly, WFEC looks forward to addressing you at the Planning Commission Meeting on November 14, 2024, and discussing this project.

Respectfully,

Joe Kradel

Joseph P. Krodel For the Firm

933568.13527

Applicant: Fellers Snider Blankenship Bailey & Tippens, P.C.

**Project Location:** North of Etowah Rd on 72<sup>nd</sup> Ave S.E.

Case Number: PD24-15

**Time:** 5:46 p.m.

### **Applicant Representative:**

Joe Krodel

#### **Attendees:**

Mace Robinson
John Horsch
Gary King
Laura King
Shawn Fulkenson
John Crewshaw
Joe Knoded

#### **City Staff:**

Justin Fish, Planner I Beth Muckala, Assistant City Attorney

#### **Application Summary:**

The applicant submitted a request for a special use permit for an electric substation to be placed on 2.75 acres of a 98.3 acre lot. The location being proposed is the northeast corner of the subject property.

#### Neighbor's Comments/Concerns/Responses:

The applicant representative was late to the meeting causing the meeting to start at 5:46pm. It was the decision of the group to wait the extra time for the applicant representative to arrive rather than push the meeting back to month.

A neighbor posed the question of the appropriateness for a substation on land zoned A-2, Rural Agriculture. The applicant responded citing the special use permit allowance for public utilities. Concerns were raised that the project area encroaches on a neighbor's property. The applicant stated they would provide the survey documents to confirm the boundaries. Another attendee expressed concern the project area is approximately 75' from their home. The applicant responded stating that the actual location of the substation within the 2.75 acres was not finalized. Another attendee inquired if the project was in accordance with FERC, Federal Energy Regulatory Commission. The applicant did not know this information. Additional questions on drainage, noise, and obstruction were posed. The applicant was unable to answer these questions. The applicant representative

## **City of Norman Predevelopment**

October 24, 2024

Item 2.

and attendees agreed to another meeting either through the City or privately. The City is not aware if or when this second meeting occurred.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 11/14/2024

**REQUESTER:** Fellers Snider Blankenship Bailey & Tippens, P.C.

**PRESENTER:** Justin Fish, Planner I

ITEM TITLE: CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-15: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE SOUTHEAST)

APPLICANT/REPRESENTATIVE Fellers Snider Blankenship Bailey &

Tippens, P.C.

**LOCATION** North of Etowah Road on 72<sup>nd</sup> Ave SE

WARD 5

CORE AREA No

**REQUESTED ACTION** Special Use for a Public Utility (Electric

Substation)

LAND USE PLAN DESIGNATION Country Residential

GROWTH AREA DESIGNATION Country Residential Area

#### **BACKGROUND:**

Fellers Snider Blankenship Bailey & Tippens, P.C., on behalf of the Applicant, is requesting Special Use for a Public Utility to allow for the development of an electric substation for Western Farmers Electric Cooperative. The base zoning of A-2, Rural Agricultural District, will remain. The property contains approximately 98.3 acres with the Special Use project area to be 2.75 acres in size; see attached Site Plan.

In April of 2017, Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects and public utilities to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal projects and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows "municipal uses, public buildings and public utilities" in all zoning districts as a Special Use.

The Special Use designation provides Planning Commission and City Council the opportunity to ensure municipal uses, public buildings, and public utilities are properly located and approved with special conditions if deemed appropriate that provide protection for surrounding property owners. This provides staff the opportunity to present the project for approval and notify the public of such developments.

#### PROCEDURAL REQUIREMENTS:

#### **GREENBELT MEETING:**

This request does not involve a preliminary plat or land use plan amendment and is not required to go before the Greenbelt Commission.

#### PRE-DEVELOPMENT: PD24-15, October 24, 2024

A neighbor posed the question of the appropriateness for a substation on land zoned A-2, Rural Agriculture. The applicant responded citing the special use permit allowance for public utilities. Concerns were raised that the project area encroaches on a neighbor's property. The applicant stated they would provide the survey documents to confirm the boundaries. Another attendee expressed concern the project area is approximately 75' from their home. The applicant responded stating that the actual location of the substation within the 2.75 acres was not finalized. Another attendee inquired if the project was in accordance with FERC, Federal Energy Regulatory Commission. The applicant did not know this information. Additional questions on drainage, noise, and obstruction were posed. The applicant was unable to answer these questions. The applicant representative and attendees agreed to another meeting either through the City or privately. The City is not aware if or when this second meeting occurred.

#### **BOARD OF PARKS COMMISSIONERS:**

This application does not include residential uses or a preliminary plat and is therefore not required to go before the Board of Parks Commissioners.

#### **ZONING ORDINANCE CITATION:**

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

- 1. Conformance with applicable regulations and standards established by the Zoning Regulations.
- Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.

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

#### **STAFF ANALYSIS:**

The subject property is vacant except for raising livestock. The area surrounding the subject property is generally used for single-family residential and agricultural purposes. There is a single-family home to the north of the proposed substation. The closest point of the substation is located around 62' from the north property line and 107' from the existing single family home on the property to the north.

#### SITE PLAN/ACCESS:

The proposed Site Development Plan shows two new access points off 72<sup>nd</sup> Ave SE. The proposed driveways measure 25' in width and 95' in width. The substation will be surrounded by a perimeter fence with five 30' removable guards for gates. An oil containment system is to be located outside of the fenced project area on the eastern boundary of the site.

#### LIGHTING:

All exterior lighting shall be installed in conformance with the City of Norman's Commercial Outdoor Lighting Standards (Section 36-549), as amended from time to time.

#### **EXISTING ZONING:**

The allowable uses for properties zoned A-2, Rural Agriculture typically include single-family dwellings, the raising of farm animals, and the growing of crops. Special Use may be granted by City Council for a Public Utility.

#### **ALTERNATIVES/ISSUES:**

**IMPACTS**: The proposed use is an electric substation. This use will generate little traffic in the area. It is anticipated the City's streets have available capacity to accommodate any slight increase in demand the project may generate.

#### **OTHER AGENCY COMMENTS:**

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

PUBLIC WORKS/ENGINEERING: No comments from the City Public Works Department.

**TRAFFIC ENGINEER:** Staff have reviewed the proposed access to the site and have no comments relative to traffic safety.

**UTILITIES:** No comments from the City Utilities Department.

## **CONCLUSION:**

Staff forwards this request for Special Use for a Public Utility with Ordinance O-2425-15 to the Planning Commission for a consideration and recommendation to City Council.

#### NON-CONSENT ITEMS

#### **Public Utility**

3. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-15: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR A STRIP, PIECE OR PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED NORTH OF ETOWAH ROAD ON 72ND AVENUE SOUTHEAST)

#### ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Location Map
- 3. WFEC Substation Site Plan
- 4. WFEC Substation Letter to Planning Commission addressing protests
- 5. Pre-Development Summary

#### **Staff Presentation**

Justin Fish, Planner I, presented on the proposed public utility Special Use.

Commissioner Bird asked where other substations are located and when they were built. Staff responded that there have been 2 substations in the past. One was a new substation and one was a Special Use to allow changes to the existing facility.

#### **Applicant Presentation**

Joe Krodel, Representative for WFEC, spoke on the public utility Special Use for the WFEC Substation. Mr. Krodel stated that it would be located off 72<sup>nd</sup> Ave SE where there are currently lines running east and west. He also stated that this would accommodate the growth in Norman.

Commissioner McClure asked where the closest property was to the site and if barriers for noise and visibility would be added. Mr. Krodel responded that the nearest property is 100 feet to the north and there are strict rules to adding vegetation.

Commissioner Kindel asked if there was any immediate need and if it would be serving Norman or the neighboring towns. Mr. Krodel responded that there is an immediate need as this is a growing and undersupplied area. He also stated there is no way to prove who all it will be serving.

Commissioners inquired about the deadlines and hearing dates regarding the condemnation. Shawn Fulkerson, Attorney representing the property owner, went into detail regarding the process of the condemnation and the different scenarios.

Item 2.

Commissioner Brewer asked why they are applying for the Special Use now when there is salong process ahead. Mr. Krodel responded that they have the ability now and want to be prepared when the time comes.

#### **Public Comments**

Trey Kirby, 311 Roserock Dr, Norman, OK (Protest)
J.D. Krohmer, 7240 E. Cemetery Rd, Norman, OK (Protest)
Shawn Fulkerson, 10444 Greenbriar Pl, OKC, OK (Protest)
Reta Jones, 5250 72<sup>nd</sup> Ave SE, Noble, OK (Protest)
Gary King, 5300 72<sup>nd</sup> Ave SE, Noble, OK (Protest)
John Crewshaw, 5100 72<sup>nd</sup> Ave SE, Noble, OK (Protest)
Gary Humphrey, 6655 Etowah Rd, Noble, OK (Protest)

#### **Planning Commission Discussion**

Commissioner McKown asked if they did any kind of environmental studies regarding the site. Travis Goucher, WFEC, responded that they did and that is why they are adding a detention pond.

Commissioner Bird asked about the height of the building and if it was located in the Water Quality Protection Zone, WQPZ. Mr. Goucher responded that the building would be 50 feet above ground. Todd McLellan, Development Engineer, responded that it is not in the WQPZ.

Commissioner Griffith asked if the transmission lines cross this site. Mr. Goucher responded that they do and that is why the site was selected.

Commissioners had concerns in regards to the proximity to adjacent properties and would like to see more information proving the need for this and why the rush when it will be a long process.

Commissioners would also like to see more information and what it would actually look like before considering a recommendation.

Applicants were asked if they would like to withdraw or postpone the item. They responded stating they did not want to do either.

**Motion** by Commissioner Brewer to recommend approval of Ordinance O-2425-15; **Second** by Commissioner McKown.

The motion failed with a vote of 0-7.

#### File Attachments for Item:

3. 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:** 01/14/2024

**REQUESTER:** Brenda Hall

**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.





DATE:

December 18, 2024

TO:

Darrel Pyle, City Manager

Shannon Stevenson, Assistant City Manager

FROM:

Nathan Madenwald, Utilities Engineer

SUBJECT:

Approval of Contract K-2425-86 - \$18,250

Solar Array Repairs at Water Reclamation and Water Treatment Facilities

#### **BACKGROUND:**

Solar arrays were installed at the Water Reclamation Facility and Water Treatment Facility as part of Contract K-2021-121. The project was completed and was declared substantially complete in December 2022 with production ongoing.

At the Water Reclamation Facility, the northernmost section of the array was impacted by a car on September 16, 2023. This section of the array was taken offline pending repair. Additionally, compensation for the damage of the array was received from the insurance company based on the initial quote of \$78,655 from the original installation contractor.

At the Water Treatment Facility, several panels were found to be partially damaged though still producing due to minor impacts from normal maintenance of the facility.

#### **DISCUSSION:**

Subsequent to the quote from the original installation contractor, additional quotes were requested from several contractors and are summarized in the table below.

| Contractor              | Quote Amount | Status                        |
|-------------------------|--------------|-------------------------------|
| BioStar                 | \$89,026     | Rejected due to highest price |
| Solar Power of Oklahoma | \$45,000     | Contractor out of business    |
| EightTwenty             | No Bid       |                               |
| Techsico Solar          | \$18,250     | Proposed for award            |

Funding for this work will be:

- \$17,000 WRF Solar Facility construction account (32999911-46101 / WW0331)
- 2. \$1,250 WTP Solar Facility construction account (31993395-46101 / WA0370)

|                      | (   |
|----------------------|---|
| Reviewed by: Chris M | lattingly, Utilities Director   |
| Date                 | 2 18 2024 Signature   |
| APPROVED DISAPPROVED | BY: Darrel Pyle, City Manager Shannon Stevenson, Assistant City Manager |

cc: Anthony Purinton, Assistant City Attorney



## Norman Solar Farm Service 3500 S Jenkins Ave, Norman, OK 73072

## Service Work Deliverables

#### **SOLAR FIELD**

Remove damaged racking underneath solar panels

Re-Install piles and purlins/tables using same OMCO racking equipment

Install new panels to replace the damaged section (14 panels total)

Redo stringing on damaged section into solar inverter

Replace damaged panels on second solar farm (up to 1 pallet worth minus those used on damaged array)

#### **ROOFTOP ARRAY**

Adjust electric panel and conduit to seal off from water intrusion

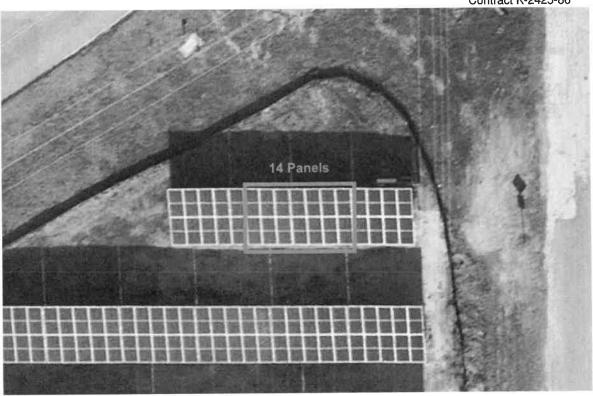
Confirm monitoring status for the system via Enphase

Pallet of solar panels (Qty: 30) Wattage: 435W \$4,250

Racking and Labor \$14,000

Total \$18,250







Acquire replacement OMCO racking of same type, reinstall new piles, new tables/purlins, and install 14 new panels, and redo stringing into inverter











## Rooftop Solar Solar Carports Solar Farms Energy Storage EV Charging

Techsico Solar is a Tulsa based full service renewable energy company and the only company in Oklahoma with two NABCEP PV Installation Professional certifications.

We provide expertise on project feasibility, interconnection, permitting, design & engineering, procurement, installation, and O&M for turnkey renewable energy projects of all sorts, and are dedicated to our hometown Tulsa area.



PV Installation Professional

John-Michael Lyons PV-121818-022849



PV Installation Professional

Ted Monhollon PV-013023-013811

T = 5 L = E N E R G Y

CERTIFIED INSTALLER



Techsico, a company with over 22 years of dedicated service, takes pride in being a trusted resource for Oklahoma's educational institutions, municipalities, as well as commercial and industrial sectors. Our commitment to Oklahoma is to provide innovative solar and energy solutions. Our quality, experience, and reputation have awarded us solar projects all over Oklahoma, including Fortune 100 companies. Our knowledge and expertise in the solar industry has resulted in calls from The National Renewable Energy's Laboratory (NREL) to collaborate on projects from large organizations to local municipalities from around the country.

Our local presence is indispensable. If an unexpected emergency arises, we can have our electricians on site, within 24 hours. This is the kind of service you should expect and will receive with Techsico Solar.

- o 22 years in business, headquarters in Tulsa, OK
- Specializing in educational, municipal, commercial, and industrial sectors
- Only Oklahoma company with 2 NABCEP PV Installation Professional Certifications (Jack Lyons, Ted Monhollon)







OKELEC #112564



### **Experience/Reference:**

#### Aaon (commercial Industrial)

- -10MW service, 830kW 13.2kV tie in
- -Rooftop solar
- -Austin Embry 918-382-6359

#### Muncie/Inter-Pump Group (commercial Industrial)

- -2.5MW service 1000A 480V tie in
- -Rooftop Solar
- -Wade Farmer 800-367-7867

#### Muscogee (Creek) Nation

- -2.5MW service 700A 480V tie in
- -Ground mount solar
- -Tribal Utility Authority

#### Staff experience:

#### Ted:

- -Coordinated 120 different 1MW+ services for EV charging across the state of Oklahoma in an 8-month timeline
- -9-Years of commercial solar design experience
- -NABCEP PVIP

#### Jack:

- -O&M 5-10 MW farms
- -8 years of commercial solar installation experience
- -NABCEP PVIP

#### John:

-Energy & Building Management Electronics 'Gesellenbrief' with 8 years of experience installing, consulting, and designing in the German market.

#### Crew:

-Commercial industrial electricians with extensive experience working on commercial industrial equipment, OKELEC #112564

#### Techsico:

- -20+ years in commercial industrial construction
- -\$15M in assets
- -84 Employees





#### **Contract for Solar Installation**

**Contractor Information** 

**Customer Informations** 

Techsico Solar

Norman Utilities Authority

5516 E 9th St

3500 S Jenkins Ave

Tulsa, OK

Norman, OK

74112

73072

(918) 720-0000

- 1. AGREEMENT. This 'Agreement' is made between Norman Utilities Authority ('Customer') and Techsico Solar, effective Dec 18 2024 (Agreement Effective Date). Techsico Solar and Customer may individually be referenced herein as a 'Party', or collectively, as the 'Parties'. Any arrangement between the Customer and any external financing party is independent of, and outside the scope of this Agreement.
- 2. SCOPE OF WORK. Techsico Solar will provide the services, materials and labor described herein, for the installation of a Solar Photovoltaic Grid-Tied System ('System') at the property located at 3500 S Jenkins Ave, Norman, OK 73072 (the 'Site'). This includes building and construction materials, necessary labor and site security, and the required tools and machinery needed for completion of construction. Key components to include:

| Modules          | 1 Pallet                          | LONGi LR4-72HBD-435M |
|------------------|-----------------------------------|----------------------|
| Inverters        | 0                                 |                      |
| Batteries        | -                                 | -                    |
| Other Components | See Service Deliverables Attached |                      |

<sup>\*</sup> With Customer's consent, module brand and size may be changed, subject to the constraint that total System wattage must not decrease, due to unforeseeable supply constraints.

- 3. DESCRIPTION OF SERVICES. Techsico Solar will provide to the customer the following services for the installation of the System (collectively, the 'Service'):
  - · Conduct site assessment
  - Engineer and design System
  - Obtain building and electrical permits
  - Reserve state-based incentive and submit application for incentive monitoring (if applicable)
  - Facilitate interconnection approval with utility and post-installation meter exchange(if applicable)
  - Install System
  - · Test System to ensure it is operational
  - · Obtain Inspection Approvals
- 4. TOTAL PRICE:



| Total Price of the System and Services  | \$ 18250.00 |
|---|-------------|
| Expected Value of Upfront Financial Incentives to be paid directly to Techsico Solar from state, local or utility sources   | \$ 0.00     |
| Remaining Balance to be Paid by Customer*  *Note that if actual Upfront Financial Incentives are different from Expected Value of Upfront Financial Incentives, the Customer will be responsible for paying the difference. | \$ 18250.00 |

#### 5. PAYMENTS

- a. An initial payment of 50% is due at the time of execution of this Agreement.
- b. The final payment of 50% will be due upon substantial completion of installation of the System.
- c. If payments are to be made through a Company-approved third-party financing company, these payment terms will be replaced by those offered by the third-party financing company.
- 6. ACCESS. Customer agrees to cooperate fully in the performance of the work performed by Techsico Solar and shall provide safe and convenient access to the roof or other areas upon which the System is to be installed. Customer is responsible for removing or covering items inside or outside the structure that might be soiled or damaged by the performance of the Services. Customer represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the System.

  TIME. Contract Work shall commence approximately one (1) week after all permits and approvals have been obtained, at a time mutually agreeable between Customer and Techsico Solar. Techsico Solar estimates that the Contract Work will be substantially completed approximately one (1) week after commencement, notwithstanding that which is beyond Techsico Solar's control. Techsico Solar makes no explicit claim regarding timeliness in which utility may complete required system interconnection. All timeframes in this Section 7 are targets. Actual timelines may vary.
- 7. EARLY TERMINATION. Either Party may terminate this Agreement if the other Party defaults on any of its material obligations under this Agreement, and fails to remedy or take bona fide actions to commence the remediation of such default within five (5) days after receipt of written notice of default. In the event of such early termination, Norman Utilities Authority shall pay Contractor for any fees and costs associated with Services rendered prior to termination that conform with the Scope of Work.
- 8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
- 9. CHANGE ORDER. Customer may make changes to the scope of the work from time to time during the term of this Agreement. However, any such changes or modifications shall only be made in a written "Change Order", which is signed and dated by both parties. Such Change Orders shall become part of this Agreement. Customer agrees to pay any increase in cost as a result of any written, dated and signed Change Order. In the event that the cost of a Change Order is not known at the time a Change Order is executed, Techsico Solar shall estimate the cost thereof and the Customer shall pay the actual cost, whether or not this cost is in excess of the estimated cost. FORCE MAJEURE. Techsico Solar reserves the right to delay performance of the Services or cancel this Agreement in the event of Force Majeure. Force Majeure events include issues beyond the control of Techsico

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Solar, and/or those which Techsico Solar could not reasonably have been expected to avoid, including acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or damage of the System by a third party. war, riot, action by a governmental authority, or changes in applicable law, or the failure of a third party (including a governmental authority) to grant or recognize a necessary permit, license, or approval.

- 10. LIMITATION OF LIABILITY. Techsico Solar shall be liable for damage to the System's installation area where such damage is caused by its negligence, but shall not be liable for damage to old, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations. Techsico Solar's aggregate liability shall be limited to amounts due to be paid to Techsico Solar under this Agreement. Unless otherwise indicated herein, Techsico Solar makes no guarantee regarding the System's output. Notwithstanding any provision of this Agreement and to the extent permitted by law, neither the Customer nor Techsico Solar, nor any of each of their subsidiaries, affiliates, directors, officers, employees or agents, be liable to the other party for any punitive, indirect, incidental, consequential, reliance or special damages or for lost revenues, lost savings or lost profits of any kind, regardless of the form of action.
- 11. CONTRACTOR'S WARRANTY. All Services performed by Techsico Solar under this Agreement shall be performed in a good and workmanlike manner in accordance with industry standards. Techsico Solar warrants its work to be free from material defects for a period of ten (10) years from the date the Services are rendered. Labor or materials provided by other manufacturers is not included with Techsico Solar's warranty, except for the services provided by Techsico Solar to install, repair, or service non-contractor materials. Techsico Solar's warranty does not cover damage typically covered by Customer's insurance, such as damage caused by falling trees or limbs, or normal wear and tear of the roof, substructure, siding or electrical system. Techsico Solar's warranty also does not cover issues caused by animals, weather-related events, improper maintenance of the System, the roof's underlying structure, or by any action of a party other than Techsico Solar or a Techsico Solar-authorized party. Internet connectivity for monitoring or data transmission / signal loss issues, and relocation or reconfiguring of the System are the responsibility of the Customer.
- 12. MANUFACTURER WARRANTY. For Customer's benefit, and to the extent any such warranties are actually obtained, Techsico Solar will pass through all relevant manufacturer's warranties, and on a best-efforts basis, interface with vendors to facilitate enforcement of any original equipment manufacturer (OEM) warranties. Customer must deliver written notification to Techsico Solar within thirty (30) days after the claimed defect is discovered. The warranty claim notification must detail a description of the reason for the claim, the operating hours on the affected unit and the date of the failure/incident.

Signed By: Darrel Pyle, City Manager

Date: Dec 18 2024



Today's Date: \_\_\_\_\_

# NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL - CUSTOMER COPY

| You may cancel this transaction, without any penalty or obligation, within three business days from the above date.   |
|---|
| If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. |
| To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Techsico Solar, 5516 E 9th St, Tulsa, OK 74112 not later than midnight of the third business day after {today's date}.  |
| I hereby cancel this transaction.   |
| (Date)  |
| (Buyer's Signature)   |
|   |

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## NOTICE TO CUSTOMER - THREE DAY RIGHT TO CANCEL - CUSTOMER COPY

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**DATE:** December 16, 2024

**TO:** Darrel Pyle, City Manager

Shannon Stevenson, Assistant City Manager

FROM: Scott Sturtz, Director of Public Works

**SUBJECT:** Aurigo Essentials Cloud Project Management Software

#### **BACKGROUND:**

This request is for project management software, Aurigo Essentials Cloud. In 2023, Public Works staff evaluated multiple project management systems, and narrowed the list to three primary candidates. These three candidates all met individually with Public Works staff to assess the City's needs and submitted proposals.

Aurigo's system was chosen as the best option due to the suite of tools, as well as customization that the team believes will be most easily integrated into existing City operations and procedures.

In addition, the proposal provided unlimited users at the best price of the three systems evaluated. Once Public Works has piloted the program, it can be expanded for use in other City departments at no cost. And once proven should the need arise, the program can be expanded to integrated with Munis for an additional cost.

#### **DISCUSSION:**

Having an integrated project management software, will make the City staff's management process more uniform between project managers and less cumbersome by consolidating all of these items into one platform used by the entire public works staff. With this software, staff will be able to not only store all of that information, but coordinate and track task work flows to make sure items are completed on time. The current system of tracking using multiple different programs is inconsistent and has led to project delays and slower reporting that can cause an impact to potential federal funding opportunities.

This software will allow better tracking and control of budgets, schedules and documentation for all public works projects. It will allow the City's Capital and maintenance programs to continue to serve the citizens of Norman while mitigating the need for expanded staffing and outside contracting with consultants. This software will provide a necessary tool to track project changes, schedule and assign tasks, manage project documents and monitor spending.

The software was requested during the FY25 budget process as a new program and was not selected for funding, partially due to the initial cost. The quote for the initial cost in 2023 was \$29,000 with a continued annual renewal of \$19,000 per year. Public Works staff was contacted by Aurigo and offered an updated quote of \$15,000 initial one year subscription.

Public Works staff would like to pilot this project management software for the one year period beginning January 2025. Funds are available for this in 10550201 – 44009, Public Works Administration.

#### **RECOMMENDATION:**

Staff recommends approval of Contract K-2425-84 between the City of Norman and Aurigo Essentials Cloud, to provide project management software pilot program for one year with the option to continue based on future funding. This will allow staff to develop a more effective capital project program in the Public Works Department.



|           | Reviewed by:          | Anthor<br>Beth N | ny Francisco, Director of Finance & Z                                   |
|-----------|-----------------------|------------------|---|
| Sun       | no Bom                | >                | 12 19/2024  |
| Signature |                       |                  | Date  |
|           | ☐ APPROVED☐ DISAPPROV |                  | ☐ Darrel Pyle, City Manager ☐ Shannon Stevenson, Assistant City Manager |

#### Aurigo Essentials Cost Estimate for City of Norman, Oklahoma



December 13<sup>th</sup>, 2024

Kathryn Molinaro

Kathryn.molinaro@aurigo.com

(737) 285-0056

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## Outline

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| Current State Review   | 3 |
| Challenges Identified  | 4 |
| About Essentials       | 5 |
| Training               | 6 |
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#### Introduction-Company

Aurigo is a privately held company providing SaaS cloud-based solutions for 20+ years for agencies such as Tampa Bay Water, FHWA, and Utah DOT. As we've grown, we've added additional resources addressing the challenges of local governments. Because the needs of the City of Norman will differ from those of, for instance, Oklahoma City. This led to the creation of Aurigo Essentials. Essentials simplifies managing, tracking, and reporting throughout the lifecycle of an infrastructure project, program, and portfolio. In this proposal, we'll present our findings from conversations with the City of Norman. Covering current challenges, the impact of the current processes and tools, Essentials capabilities, and pricing options. The challenges and impact will likely grow as we continue discussions and understand the needs from other roles such as construction managers.

#### **Current State Review**

Recap of current state from past conversations

#### City of Norman, OK Job title/agency Public Works Dept Current process and tools have incurred both financial and time costs. Siloed systems and reporting across various functions and departments have not only necessitated hiring a consultant for data collection and report Critical Business Issue (CBI) generation but have also introduced risks due to the time and effort required to locate and compile the necessary Often asked to pull reports needed next day that will take hours Hired consultant to do the job of a system, added cost Challenges/reasons Protecting institutional knowledge - capture years of experience in workflows and process of a central Unable to track status in real -time. Created bottlenecks and potential risk in delayed decisions Reporting and Dashboarding Collaboration- all stakeholders able to view and make edits as necessary Specific capabilities Security- meets cities security standards Project details - daily reports Potential savings with consultant contract scope. Reduction in the costs of employee time being spent on manual Value processes and tasks aurigo\*

Table Notes: • CBI = summary of what the challenges are causing. • Challenges / Reasons = challenges caused by current process and environment. Reasons for this initiative. • Specific Capabilities = specific capabilities needed to solve the challenges. • Value = what is the value to the City in adopting this?

## **Challenges Identified**

Based on our conversations to date with the City, below are what we've identified as challenges and their impact.

| Challenge   | Cost  |
|---|---|
| City Council Requests   | <ul> <li>Delay in getting information to City leaders Previously, Public Works Director mentioned it "sets him back hours to find information and to get it back to them".</li> <li>Council has a hard time interpolating on the data they receive. They want more insights but that takes time and resources. They want a quicker way to provide project information</li> </ul>                                |
| Internal/External<br>Stakeholders                                 | <ul> <li>Track Information Independently of One Another.</li> <li>Wasted time batching information together.</li> <li>Risk of missed information, could result in a late CO, project delays, or decisions made without full picture</li> </ul>  |
| No Centralized Platform   | <ul> <li>City doesn't have full control over their data.</li> <li>Future decisions based on historical data are limited.</li> <li>Looking for data takes time at any level. Being able to see project stages, statuses, overall workload is in siloed sheets.</li> </ul>  |
| Limited Collaboration and<br>Communication Due to<br>Siloed Tools | <ul> <li>Hindered coordination and oversight, potentially leading to project delays and budget overruns at worst, repeated work, and bottlenecks at best.</li> <li>Transparency and accountability may suffer.</li> </ul>   |
| Manual Data Entry   | Higher labor costs and increased process bottlenecks due to time-intensive manual work and greater potential for errors.  |
| Lack of Centralized Documentation and Workflow                    | <ul> <li>Increased document search time, process inefficiency, and<br/>difficulty in tracking project progress. Increased time to<br/>access historical data.</li> </ul>  |
| Disconnected Project Teams  | <ul> <li>Potential delays, cost overruns, and quality issues due to a<br/>lack of seamless communication between contractors,<br/>architects, and city officials.</li> </ul>  |
| Project Monitoring  | Difficulty in tracking construction progress, which may lead to mismanagement of resources and increased costs  |
| Budget & Cost Management  | <ul> <li>Monthly meetings to review project budgets and total funds<br/>have made it challenging to proactively monitor cost trends,<br/>leading to uncertainties and difficulties in completing<br/>projects within budget, particularly due to fluctuating bond<br/>prices, resulting in an elevated risk of budget and timeline<br/>overruns due to a lack of forward-looking financial planning.</li> </ul> |

#### What is Aurigo Essentials:

**Aurigo Essentials** helps cities, counties, and public agencies ensure every construction project is delivered on-time and on-budget with an all-in-one cloud solution that is easy to deploy and easy to use.

- A complete solution to manage all the nuances of your public-facing construction and maintenance projects in one unified system.
- A modern solution built 100% in the cloud and deploys quickly and can be used from any mobile device or browser.

#### How it works:

Aurigo Essentials includes everything public agencies need to plan, manage, comply and report on each project in one easy-to-use solution.

#### **Construction Project Management**

Essentials supports the full lifecycle of public sector construction projects, including project scheduling, estimation & bidding, resource management, contract management, and approval workflows for both vertical and linear projects.

- Contracts
- Invoicing
- Documents Repository
- Budgets

#### **Mobile Daily Progress Reports, Automation & Document Management**

Mobile inspections, approval workflows, and built-in document management make it easy to collect data electronically, generate pay estimates, and comply with open records requirements.

 Supports access to dedicated Mobile Applications on iOS, Android, and or Windows platforms. Applications can be downloaded from their respected app stores.

#### **Online Reporting & Dashboards**

Essentials gives everyone involved real-time visibility into every project, every stage, and every

#### Collaboration

Raise and tackle issues on specific budget, contract, invoice, schedule or risk items using real-time discussions and notifications.

#### **Training:**

#### **Aurigo Essentials Onboarding**

#### **Day 1: Customer Kick-Off**

- This will be a 30 minute 1 hour meeting with your Aurigo Customer Success Manager
- · Make sure initial users are created in the system
- Schedule following training sessions
- Set goals for adoption and overall usage

#### Training #1

- 1-2 hours
- Basic navigation, creating projects and contracts, user management

#### Training #2

- 1-2 hours
- Advanced project management features (Daily Progress Reports, etc. based on your desired use-cases)
- Library, Public Portal, and other configurable settings

#### Training #3

- 30 minutes 1 hour
- Q&A for core users after 1-2 weeks of hands-on usage
- Schedule quarterly business review with your CSM

#### **Quarterly Business Review**

- 30 minutes 1 hour
- Review and update adoption / usage goals
- Address roadblocks
- Users provide product feedback based on their experience in the system



#### **Investment Summary**

- Software Subscription (Unlimited Users and Projects) = \$15,000 One-year
   Subscription
- Aurigo Essentials Clod Platform
- Training and Onboarding Support
- Software maintenance and upgrades

Pricing Notes- The pricing in this Proposal is valid for 90 days. Subject to change after 90 days

# AURIGO SERVICE SUBSCRIPTION AGREEMENT

This Service Subscription Agreement (the "Agreement") is an agreement between Aurigo Software Technologies Inc. and the City of Norman, Oklahoma (the "Customer"). This Agreement consists of the terms and conditions, the service level agreements ("SLAs") corresponding to the applicable Services, and the pricing and payment terms related to the applicable Services. The Services also may contain other posted notices or codes of conduct, which are incorporated by reference into this Agreement.

Please read this Agreement carefully. THIS AGREEMENT MUST BE SIGNED BY BOTH PARTIES PRIOR TO USING ANY OF THE SERVICE. CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY WRITTEN AND MUTUALLY AGREED MODIFICATIONS MADE TO IT FROM TIME TO TIME. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, IT MAY NOT SUBSCRIBE TO OR USE THE SERVICES.

#### 1. DEFINITIONS

"Add-on Service" means additional functionality or services that may be ordered by Users of the Services for an additional subscription fee or charge.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under its common ownership. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity. If Customer is an agency of a state, provincial, or local government, "Affiliate" means:

- 1. any government agency, department, office, instrumentality, division, unit or other entity, of Customer's state, provincial or local government that is supervised by, or is part of, Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
- 2. any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state or province and located within Customer's state's or province's jurisdiction and geographic boundaries; and
- 3. any other entity in Customer's state or province expressly authorized by the laws of Customer's state or province to purchase under state or provincial contracts; provided that a state or province and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government or its Affiliates. Notwithstanding the foregoing, provincial Crown corporations are not Affiliates for the purposes of this definition. If Customer is an agency of the U.S. government, "Affiliate" means any other agency of the U.S. government. If Customer is an agency of the Canadian government, "Affiliate" means any other agency of the Canadian government, except for a federal Crown corporation.

"Annual Construction Value" or "ACV" means the Customer's sum of all construction costs (both direct and indirect) for the period of one fiscal year.

"Aurigo" means Aurigo Software Technologies Inc. or its Affiliates.

"CPGL" means Core Product Go Live. It is the date that the base functionality of the Aurigo Commercially Off the Shelf platform and the licensed product(s) is/are made available to Customer. This is different from Solution Go-live date when the entire solution will be hosted in a production environment.

"Client Software" means any software provided to Customer by Aurigo related to the Services.

"Confidential Information" means all terms and conditions herein, and any and all financial, sales,

marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Services or Client Software and all know-how and trade secrets, relating to, contained in, or embodied in the Services or Client Software, technical, research, development or other business data and information of the parties (whether communicated orally, visually, in writing, or in any other recorded or tangible form) which is not in the public domain and which: (a) either party has marked as confidential or proprietary, (b) either party, orally or in writing, has advised the other party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

"<u>Content</u>" means all data, including all text, sound, or image files and software that are provided to Aurigo by, or on behalf of, Customer, its Users and associated account Users through their use of the Services. The term "Content" does not apply to any test data.

"<u>Customer</u>" means the entity that has entered into this Agreement. If an individual enters into this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

"<u>Go-Live</u>" means the date entire configured Service is hosted and available in Aurigo's production environment for user access.

"Intellectual Property" means any intellectual or industrial property rights protected or protectable under the laws of United States of America and includes copyrights, moral rights, trade secrets, patent rights, rights in inventions, trade-marks, trade names and service marks, as well as applications for, and registrations, extensions, renewals and re-issuances of, the foregoing, in whatever form such rights may exist and whether registered or unregistered.

"License" means the rights granted by Aurigo to Customer to copy, install, use, access, display, run and/or otherwise interact with the Services and/or Client Software for, as applicable, for Customer's internal business purposes.

"Service" or "Services" means any of the Aurigo-hosted service or services to which you subscribe under this agreement.

"SLAs" means service level agreements representing commitments Aurigo makes with regard to the Services. The term "SLAs" does not apply to any Third Party Software or Third Party Services.

"Subscription" means enrollment for a Service or Services for a defined Term.

"Subscription Fee" means the annual fee Customer is required to pay for the Subscription. Customer is required to pay the Subscription Fee in advance. Payments are due and must be paid in accordance with the Order. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Contract Term. Subscription Fees are subject to change by Aurigo at the end of the initial Contract Term and at the end of any contract renewal term.

"Subscription Period" means the one-year period corresponding to a given Subscription Fee.

"Term" or "Contract Term" means the duration of this Agreement, as set forth on Schedule 1.

"Third Party Software" means software provided by a third party to Customer (which may or may not be used through the Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party software. The term "Third Party Software" does not include software embedded in the Services, or provided to Customer by Aurigo as part of the Services, that are necessary for Customer's use of the Services.

"Third Party Services" means services provided by a third party to Customer (which may or may not be used through the Aurigo Services), that are subject to additional terms and conditions between the third party and Customer associated with Customer's use of such third party services. The term "Third Party Services" does not include services provided to the Customer with, or as part of, the Aurigo Services that are necessary for Customer's use of the Aurigo Services.

"Users" means individuals within Customer's organization who have the right to use the Services, as dictated by the number of User Licenses purchased by Customer.

"User Licenses" refers to the named user license subscriptions that Customer has purchased under its Subscription for Services.

"Work Order" or "Order" means an order for Services.

"Work Product" means any item (tangible or intangible) which is created or produced as a result of any customization or configuration services by Aurigo. For the sake of clarity, the term "Work Product" does not include any items that are considered to be derivative works of intellectual property owned by Aurigo, including but not limited to configuration of existing code.

#### 2. LICENSE GRANT - WHAT CUSTOMER IS LICENSED TO USE

- **General.** Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Services ordered by Customer during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Services may be affected by minimum system requirements or other factors. Aurigo reserves all rights not expressly granted. No implied licenses flow from this Agreement.
- **2.2 Ownership.** Each party shall retain ownership of its Intellectual Property and derivative works created therefrom. Ownership rights to Work Product provided to the Customer under this Agreement will be defined in an applicable statement of work associated with that Work Product.
- Client Software. Customer may need to install Client Software wherever applicable 2.3 (mobile client software for iOS and Android are available subject to users being licensed to access the Services) to access and use the Services, in which case Aurigo grants Customer a non-exclusive, non-transferrable, non-assignable, limited License to the Client Software during the Term, subject to Customer's obligation to pay and any rights and limitations described in this Agreement. Customer's ability to use the Client Software may be affected by minimum system requirements or other factors. Customer may make copies of the Client Software solely to support the Services for its Users, but only to the extent the copies are true and complete copies (including copyright and trademark notices) and are made from an Aurigo approved media or a network source. Customer agrees to use reasonable efforts to make all authorized Users (as discussed in Section 2.4 below) aware that use of the Services is licensed from Aurigo and subject to the terms of this Agreement. Additional rights and restrictions for the Client Software may accompany the provision of such Client Software, and Customer agrees to abide by all such additional rights and restrictions.
- 2.4 Authorized Users. Only those individuals who Customer designates as authorized Users may use and access the Services. Only Users who have administrator privileges may add additional authorized Users to the Services up to and including the total number of User Licenses purchased during the Subscription Period. User Licenses cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services. However, a User who has administrator privileges may delete an authorized User from the Services and add a new authorized User to the Services to replace the former authorized User.
- 2.5 Limitations on use. Customer shall not (and shall not permit any third party to) copy, reverse engineer, decompile or disassemble the Services or Client Software or make works derived from any version of the Services or Client Software or attempt to generate or access the source code for the Services or Client Software, whether by converting, translating, decompiling, disassembling or merging any part of the Services or Client Software with any other software, except where applicable law requires it

despite this limitation. Customer shall not (and shall not permit any third party to) rent, lease, lend, resell, or host to or for third parties any Services or Client Software. Customer shall not circumvent or disable any usage rules or other security features of the Services or Client Software; or remove, alter or obscure any proprietary notices or labels.

## 3. ORDERING, PRICING, PAYMENTS, RENEWALS AND TAXES

**3.1 Ordering.** Customer shall issue a purchase order to Aurigo for each Subscription and for each change to a Subscription during an applicable Subscription Period.

If Customer desires to increase the total number of User Licenses during a Subscription Period, Customer must purchase those additional User Licenses prior to exceeding its then-current number of authorized User Licenses. If Customer desires to reduce the total number of User Licenses, Customer may request a reduction in the number of User Licenses at any time during the applicable Subscription Period. If Aurigo assesses that Customer is eligible for such reduction, which Aurigo may determine in its sole discretion, the reduction in the number of User Licenses will be effective at the beginning of the next Subscription Period. Customer's reduction of User Licenses may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

If Customer has purchased an ACV-based Subscription, and if during the Contract Term, Customer uses a higher ACV than it originally purchased for the applicable Subscription period, then (i) at the end of the applicable Subscription period, Aurigo will have the right to invoice Customer in arrears at a price for the higher ACV tier actually used by Customer; and (ii) Customer will automatically be enrolled in the higher ACV tier actually used by Customer for the next applicable Subscription Period. If the Customer budget allocation changes, Customer may request a downgrade to a lower ACV tier. If Aurigo assesses that Customer is eligible for such downgrade, which Aurigo may determine in its sole discretion, Customer's downgrade to a lower ACV tier will be effective at the beginning of the next Subscription Period. There will be no refunds if Customer's ACV usage is lower than the tier selected for the then-current Subscription period. Customer's downgrade to a lower ACV tier may trigger a price increase according to Aurigo's then-current Subscription Fee, and Customer may lose any locked-in pricing or volume discounts previously agreed with Aurigo.

Any Services added to a Subscription will expire at the end of the Term. Customer may place Orders for its Affiliates under this Agreement and grant its Affiliates administrative rights to use the Services. Affiliates may not place Orders under this Agreement. To the extent Customer grants any rights to Affiliates, such Affiliates shall be bound by the terms and conditions of this Agreement. Customer agrees that it is jointly and severally liable for any Services purchased for or other actions taken by any of its Affiliates or any third party to which it provides rights under this Agreement.

- **3.2** Renewal. The Contract Term of this Agreement is defined in the Schedule 1.
- **New agreement.** Prior to placing new Orders, renewing any Subscriptions, or further use of the Services after the end of Contract Term, and upon notice, Aurigo may require that Customer enter into an updated agreement to govern Orders, renewal Subscriptions, usage or other terms from that date forward.
- Taxes and other Incidental Charges. The prices and rate plans do not include any taxes, phone and the Customer's cost of their Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. Customer is responsible for all such incidental charges and any taxes it is legally obligated to pay, including, but not limited to, paying Aurigo any applicable value added, sales or use taxes or like taxes that are permitted to be collected from Customer by Aurigo under applicable law. If any taxes are required by law to be withheld on

payments made by Customer to Aurigo, Customer may deduct such taxes from the amount owed Aurigo and pay them to the appropriate taxing authority; provided, however, that Customer shall promptly secure and deliver to Aurigo an official receipt for any such taxes withheld or other documents necessary to enable Aurigo to claim a Foreign Tax Credit. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. If the Customer is tax exempt, it must provide a valid tax exemption certificate for Aurigo to exclude taxes from customer invoices.

- **3.5 Refunds.** All charges are non-refundable unless expressly stated otherwise, or otherwise provided by law.
- **3.6** Late Payments. Payments to Aurigo are due 30 days from receiving an invoice. Aurigo may suspend or cancel the Services if Customer does not pay in full and on time.

## 4. TERM AND TERMINATION

- This Agreement will become effective upon acceptance by the parties and will remain in force for the Term unless terminated pursuant to this Section 4.
- 4.2 Suspension of Services by Aurigo. Aurigo may immediately suspend Customer's use of the Services or a portion thereof at any time if (a) Aurigo believes that Customer's use of the Services represents a direct or indirect threat to its network function or integrity or anyone else's use of the Service, or (b) Aurigo is otherwise required by law to do so. Upon notification by Aurigo of any such suspension, Customer's right to use the Services will stop immediately. For the avoidance of doubt, during any suspension, the other terms of this Agreement remain in full force and effect.

Aurigo will endeavor to work with Customer to revoke a suspension, which may include the Customer taking remedial actions, after which Customer's right to use the Services will resume. If Aurigo determines in its sole discretion that a suspension cannot be revoked, then Aurigo may terminate this Agreement by written notice to Customer.

- **4.3 Termination by Customer.** Customer may suspend Customer's use of the Services or a portion thereof at any time if Aurigo violates the terms of this Agreement. However, Customer's obligation to pay remains in effect until the date of termination.
- 4.4 Termination of this Agreement for Cause. A party may terminate this Agreement by written notice if the other party materially breaches this Agreement and fails to cure the breach during the Cure Period. The "Cure Period" will commence on the date the non-breaching party gives written notice of breach to the breaching party, specifying the nature of the breach, and will continue for a period of: (i) ten days in cases where the breach is the failure to pay any amounts due under this Agreement; or (ii) 30 days for all other breaches; provided that, notwithstanding the foregoing, there will be no period for curing or remedying a material breach by either party of its obligations pertaining to Confidential Information under Section 8. If Customer fails to make any payment required hereunder and fails to cure such breach within the Cure Period, Aurigo may declare all sums due and to become due hereunder immediately due and payable. If Aurigo terminates this Agreement for Customer's violation of the Agreement terms, Customer will be obligated to pay any Subscription fees due for the then-current Subscription Period.
- **Termination for Insolvency.** This Agreement may be terminated by either party, immediately upon written notice to the other party in the event (i) the other party files a petition for bankruptcy or is adjudicated bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not dismissed within sixty (60) calendar days; (iii) the other party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other party discontinues its business; or (v) a receiver is

appointed for the other party or its business.

- 4.6 Effect of termination. Upon termination or cancellation of the Services or this Agreement by either party for any reason, (i) Customer will immediately cease all use of the Services and Client Software, (ii) Customer shall certify in writing to Aurigo that, within 30 calendar days after termination, Customer has erased from computer memory, destroyed, or returned to Aurigo all Client Software, as well as any copies thereof on any media or in any form, whether partial or complete, whether modified or in original form, (iii) Aurigo may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, Aurigo will keep Customer's Content for a period of 90 days before it is deleted from Aurigo's servers. Customer is solely responsible for taking the necessary steps, and incurring the costs, to back up its Content and ensure that it maintains its primary means of business. Termination of the Services or this Agreement or any license granted herein shall not limit either party from pursuing any other remedies available to it at law or in equity.
- **4.7 No liability for deletion of Content.** Customer acknowledges that, other than as expressly described in these terms, Aurigo will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that Aurigo will have no liability whatsoever for deletion of Content pursuant to these terms.

#### 5. DATA PRIVACY

5.1 Use of Customer Data. Content and other data that Customer may provide or cause to be provided to Aurigo for use with the Services ("Customer Data") will be used only to provide Customer the Services, and in other limited circumstances, including troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services, the improvement of features including but not limited to those features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam), and develop new Service capabilities. Aurigo may also use Customer Data for the limited purposes of marketing, advertising and customer communications. Customer hereby grants to Aurigo a limited, nonexcusive license to use Customer Data for the limited purposes set forth above in this Section 5.1.

Notwithstanding the forgoing, Aurigo will not otherwise disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding Aurigo subcontractors and affiliates) except as Customer directs or unless required by law. Should a third party contact Aurigo with a demand for customer data, Aurigo will attempt to redirect the third party to request it directly from Customer. As part of that, Aurigo may provide Customer's basic contact information to the third party. If compelled to disclose customer data to a third party, Aurigo will use commercially reasonable efforts to notify Customer in advance of a disclosure unless legally prohibited. Customer is responsible for responding to requests by third parties defined in this clause regarding Customer's use of the Service, such as a request to take down content under the Digital Millennium Copyright Act.

#### 6. USE RIGHTS AND LIMITATIONS

- 6.1 SLAs. Aurigo will comply with the then-current SLA in place relating to the Services
- **6.2** Customer's Use. In using the Service,

#### Customer agrees to:

- comply with all laws;
- comply with any codes of conduct or other notices provided by Aurigo;
- keep its password secret, and
- promptly notify Aurigo if it learns of a security breach or unauthorized access related to the Service.

#### **Customer agrees to not:**

- use the Services in any way that harms Aurigo or its Affiliates, resellers, distributors and/or vendors, or any customer of the same, or the Services or other Users;
- engage in, facilitate, or further unlawful conduct;
- damage, disable, overburden or impair the Services (or the networks connected to the Services) or interfere with anyone's use and enjoyment of the Services;
- resell or redistribute the Services, or any part of the Services, unless Customer has a contract with Aurigo that permits it to do so;
- use any portion of the Services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any unauthorized automated process or service to access and/or use the Services (such as a BOT, a spider, periodic caching of information stored by Aurigo or "meta-searching"), however, periodic automated access to the Services for report creation or scheduling is permitted;
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Services or work around any of the technical limitations in the Services;
- modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Services or in any technology, or system used by Aurigo in connection with providing the Services, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation;
- create a "mirror" of any content of the Services to give the impression that Customer is offering all of the functionality of the Services as its service located on its own servers;
- build a product or service using similar ideas, features, functions or graphics of the Services;
- copy any ideas, features, functions or graphics of the Services.
- **6.3 Use of Other Aurigo Services.** Customer may need to use certain Aurigo websites or services to access and use the Services. If so, the terms of use associated with those websites or services, as applicable, apply to Customer's use of them.
- 6.4 Third Party Services. Aurigo or its partners may make Third Party Services available to Customer (a) through the Services or (b) that interface with the Aurigo Services. These Third Party Services are the responsibility of the Third Party Service provider, not Aurigo. The Third Party Service providers may require Customer to accept additional terms and conditions and/or pay a fee in order to use their services. Those additional terms and conditions are between Customer and the Third Party Service provider. Customer must maintain an active Subscription in order to use the Aurigo Services with Third-Party Services.

Any Third Party Service provider's use of information that Customer provides as part of using their Third Party Service is subject to the privacy statements and practices of that Third Party Service provider and/or their suppliers. Aurigo encourages Customer to review the privacy statement of these Third Party Service providers. Aurigo is not responsible for the privacy statements or privacy practices of these Third Party Service providers or their suppliers.

for use with the Service. Customer is solely responsible for any Third Party Software installed in or used with the Aurigo Services, and Customer's right to use such Third Party Software is governed by the terms of any applicable Third Party Software license agreement. Aurigo is not a party to and is not bound by any terms governing Customer's use of the Third-Party Software, and Customer acknowledges that it will direct and control the installation and use of such Third Party Software with the Aurigo Services.

Customer must maintain an active Subscription in order to use the Aurigo Services with Third Party Software. Aurigo will not run or make any copies of Third Party Software licensed by the Customer except as may be necessary to support Customer's use of the Aurigo Services. Customer may not install or use the Third Party Software in any way that would subject Aurigo's intellectual property or technology to obligations beyond those included in the Agreement. Aurigo does not, and will not have any obligation to, provide technical or other support for any Third Party Software. Aurigo does not make any representation or guaranty that any Third Party Software will operate successfully with the Services or continue performing after an update, upgrade, services patch, support fix or platform migration has been made to the Service.

- 6.6 Third Party Software and Third Party Services Release of Claims. Aurigo will not be liable for any claims arising out of Customer's use of Third Party Software or Third Party Services, including but not limited to, claims pertaining to privacy, performance, availability, or data integrity.
- **6.7 Third Party Software and Third Party Services Indemnity for Use.** Customer will indemnify and hold harmless Aurigo for all claims resulting from, related to, or in connection with Customer's use of Third Party Software or Third Party Services associated with the Aurigo Services.
- **6.8** Use of Third Party Software or Third Party Services Websites. If Customer accesses any third party website to use Third Party Software or Third Party Services in conjunction with the Aurigo Services, Customer must abide by the third party's terms of use, and also must abide by Aurigo's terms of use for those third party websites, as set forth in section 7.1.

#### 7. CUSTOMER CONTENT

- 7.1 Links to third-party Web sites. The Services may contain links to third party websites belonging to Third Party Software and Third Party Service providers. These third party websites are not under Aurigo's control and Aurigo has no responsibility for the content contained in such third party websites. If Aurigo has included these links in the Services, it provides them as a convenience to Customer only. The inclusion of these links is not an endorsement by Aurigo of any third party website, Third Party Software, Third Party Services, or any other third party service or product. Aurigo reserves the right to disable links to any third party website that Customer posts on the Services. Customer's use of any such third party website will also be subject to Aurigo's Third Party Terms of Use, available here: <a href="http://www.aurigo.com/third-party-terms-of-use/">http://www.aurigo.com/third-party-terms-of-use/</a>
- 7.2 Aurigo will not own any Content. Aurigo performs regular backups of Content for the purpose of recovery in the event of a failure in Aurigo's data centers. However, notwithstanding the foregoing, Customer is solely responsible for the Content it provides to Aurigo through the Services either through integrations or through manual entry. Customer, not Aurigo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. Aurigo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the Service.

#### 8. CONFIDENTIALITY

- 8.1 Aurigo and Customer shall treat the terms and conditions of this Agreement, to the extent permitted by law, as confidential and shall not disclose them to any third party except in the furtherance of the parties' business relationship with each other. For government Customers, this Section is subject to the requirements of applicable trade secret, public records, or similar laws.
- 8.2 Protective Measures. Each party acknowledges the proprietary nature of the other party's Confidential Information and the business advantage and opportunity provided thereby. Customer acknowledges and agrees that the Services and Client Software, its object code and source code, whether or not provided to Customer, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Services or Client Software, all future updates and upgrades, and all other improvements, revisions, corrections, bug-fixes, hot- fixes, patches, modifications, enhancements, releases, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Services or Client Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of Aurigo, having great commercial value to Aurigo. Accordingly, each party agrees that the Confidential Information it receives from the other party will be disclosed only to such of its employees and agents who have a need to know such particular information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other party or using such information except for the purposes permitted by this Agreement. Except as expressly permitted by this Agreement, neither party will use the other party's Confidential Information or disclose such information to any third party without the prior written consent of the other party.
- **8.3** Exceptions Regarding Disclosure. Nothing in this Agreement will prevent the receiving party from disclosing the other party's Confidential Information to the extent the receiving party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the

disclosing party in writing of the order or request to disclose; and (iii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

**8.4 Injunctive Relief.** Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Services or Client Software by Customer or any breach of the obligations under this Section 8 regarding Confidential Information by either party. Any such breach would result in irreparable harm to the non-breaching party and, therefore, upon any such alleged breach, the non-breaching party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under this Agreement.

#### 9. WARRANTIES

- **9.1 Limited warranty.** Aurigo warrants that the Services and Client Software will conform as per specification, and will be subject to the following limitations:
  - this limited warranty applies only during the Term, including any renewals ("Warranty Period");
  - any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period;
  - this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or resulting from events beyond Aurigo's reasonable control;
  - this limited warranty does not apply to problems caused by the failure to meet minimum system requirements;
  - this limited warranty does not apply to downtime or other interruption in access to the Services, or any other performance metrics that are addressed in an applicable SLA:
  - this limited warranty does not apply to problems caused by Customer's use of any Third-Party Services, Third-Party Software and any other third-party provided goods or services; and
  - This limited warranty expressly excludes any Third-Party Services, Third-Party Software and any other third-party provided goods or services.
- **9.2** Remedies for breach of limited warranty. If Customer notifies Aurigo within the Warranty Period that the Services or a portion thereof do not meet the limited warranty, then Aurigo will either (1) return the amount paid for the applicable Services or portions thereof during the Term, but only in an amount equal to the portion of the payments for which Customer's warranty claim applies, and only to the extent Customer requests termination of the contract, or (2) update such Services to make it conform to the limited warranty. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- 9.3 DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, AURIGO PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. AURIGO DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.
- 9.4 DISCLAIMER OF LIABILITY. Aurigo will not be in breach of any of its obligations under this Agreement (including in respect of any service levels, to the extent applicable) or be liable to Customer, to the extent such act or omission (which would constitute such a breach, or give rise to liability) is caused by or directly attributable to an act or omission of any third party not affiliated with Aurigo, including for the avoidance of doubt, Customer.

#### 10.DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS

- **Agreement to protect.** Aurigo will defend Customer against any claims made by an unaffiliated third party that any Services or Client Software infringes that third party's patent, copyright or trademark or makes intentional unlawful use of its trade secrets or confidential information. Aurigo will also pay the amount of any resulting adverse final judgment (or settlement to which Aurigo consents). This Section provides Customer's exclusive remedy for these claims.
- 10.2 What Customer must do: Customer must notify Aurigo promptly in writing of the claim and give Aurigo control over its defense or settlement of the claim. Aurigo will work with Customer's designated representative to process and defend against the claim. Customer's designated representative must provide Aurigo with reasonable assistance in defending the claim. Aurigo will reimburse Customer for reasonable out of pocket expenses that it incurs in providing that assistance, but Aurigo will not be liable to Customer for any attorney fees of counsel hired by Customer unless Aurigo has expressly agreed to pay such fees in advance and in writing.
- **10.3 Limitations on defense obligation.** Aurigo's obligations in this Section 10 will not apply to the extent that the claim or award is based on:
  - Customer's use of the Services or Client Software after Aurigo notifies it to discontinue its use due to a third party claim;
  - Customer's combination of the Services or any related Client Software with a non-Aurigo product, data or business process, including Third Party Software and Third Party Services;
  - damages attributable to the value of the use of a non-Aurigo product, data or business process;
  - Customer's use of Aurigo's trademark(s) without express written consent to do so;
  - any trade secret or undisclosed information claim, where Customer acquires
    the trade secret or undisclosed information (1) through improper means; (2)
    under circumstances giving rise to a duty to maintain its secrecy or limit its
    use; or (3) from a person (other than Aurigo) who owed to the party asserting
    the claim a duty to maintain the secrecy or limit the use of the trade secret or
    undisclosed information.

## 10.4 Specific rights and remedies in case of infringement.

- Aurigo's rights in addressing possible infringement. If Aurigo receives information concerning an infringement claim related to the Services or Client Software, Aurigo may, at its expense and without obligation to do so: (1) procure for Customer the right to continue to use the allegedly infringing Services and/or Client Software, (2) modify the Services and/or Client Software, or (3) replace the Services and/or Client Software with a functional equivalent, to make it non-infringing, in which case Customer will immediately stop using the allegedly infringing Services and/or Client Software after receiving notice from Aurigo.
- Customer's specific remedy in case of injunction. If, as a result of an infringement claim, Customer's use of the Services or Client Software is enjoined by a court of competent jurisdiction, Aurigo will, at its option, either:

   procure the right to continue its use;
   replace it with a functional equivalent;
   modify it to make it non-infringing;
   terminate the License as to the infringing Services and/or related Client Software and refund any amounts paid in advance by Customer for unused Services.

#### 11.LIMITATION OF LIABILITY

- Limitation on liability. Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of Aurigo and of Aurigo's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid Aurigo for the Services and/or Client Software giving rise to that liability during the (1) Term or (2) twelve months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:
  - Aurigo's obligations under the Section titled "Defense of infringement and misappropriation claims";
  - Customer's use of Aurigo's trademark(s) without express written consent to do so;
  - liability for damages awarded by a court of final adjudication for Aurigo's or its employees' or agents' gross negligence or willful misconduct;
  - liabilities arising out of any breach by Aurigo of its obligations under the Section entitled "Confidentiality"; or
  - liability for personal injury or death caused by Aurigo's negligence or that of its employees or agents or for fraudulent misrepresentation.
- EXCLUSION OF CERTAIN DAMAGES. To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information) arising in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligations or of the other party's intellectual property rights.

## 12. VERIFYING COMPLIANCE

During the Term of any Subscription and for three years thereafter, Customer must keep all records relating to the Subscription(s) and Customer's use of the Services and/or Client Software under this Agreement. Aurigo may request that Customer conduct an internal audit of all Services in use throughout Customer's organization, comparing (i) the number of User Licenses in use to the number of User Licenses purchased by Customer or (ii) the ACV tier actually used by Customer to the ACV tier purchased by Customer, as the case may be. By requesting an audit, Aurigo does not waive its rights to enforce this Agreement or to protect Aurigo's intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient User Licenses or purchase a higher ACV tier, as the case may be, to cover its past and present use. If use in excess of what Customer has purchased from Aurigo is found, Customer must also reimburse Aurigo for the costs Aurigo has incurred in verification and acquire the necessary additional User Licenses or ACV tier, as the case may be, at single retail subscription cost within 30 days.

#### 13.MISCELLANEOUS

**Notices.** Notices, authorizations, and requests to Aurigo in connection with this Agreement must be sent by regular or overnight mail, or express courier, to the addresses listed below. Notices will be treated as delivered on the date shown on the return receipt. Termination of the Agreement, a Subscription, or cancellation of a Subscription initiated by a Customer should be sent via the Aurigo customer service contact.

| Notices should be sent to Aurigo:                     | Copies should be sent to:  |  |
|---|--|--|
| Addresses provided at: http://www.aurigo.com/contact/ | Aurigo Software Technologies Inc.<br>8310-2 Capital of Texas Highway<br>Prominent Pointe II, Suite 100<br>Austin, TX 78731 |  |

Notices, authorizations, and requests to Customers may be emailed to account administrators Customer identifies. Notices are effective on the date on the return receipt or, for email, when sent.

| Notices should be sent to the Customer:          | Copies should be sent to: |  |
|--|---------------------------|--|
| <insert address="" customer="" here=""></insert> |                           |  |

- **13.2 Assignment.** Customer may not assign this Agreement.
- Severability. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- **13.5 Applicable law.** This Agreement is governed by the laws of the State of Texas without regard to its conflict of laws principles, except that (1) if Customer is an entity of the

- U.S. Government, this Agreement is governed by the laws of the United States, and (2) if Customer is an entity of a state or local government in the United States, this Agreement is governed by the laws of that state. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement. The Services are protected by copyright and other intellectual property rights laws and international treaties.
- 13.6 Dispute Resolution. The Parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled to the extent possible by good faith negotiations. Any dispute which the parties cannot resolve by good faith negotiations within 30 days or such longer period as the Parties may mutually agree, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in Austin, TX, USA, in the English language and the arbitral decision may be enforced in any court. Notwithstanding the foregoing, claims for injunctive or equitable relief or claims regarding intellectual property rights may be brought in any competent court. Subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Austin, TX.
- **13.7 This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Aurigo software or services, subject to the terms of this Agreement.
- **13.8 Survival.** Provisions regarding fees, restrictions on use, transfer of licenses, export restrictions, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, indemnification, obligations on termination and the provisions in this Section entitled "Miscellaneous" will survive expiration or termination of this Agreement.
- 13.9 Force majeure. Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section does not apply to Customer's payment obligations under this Agreement to the extent that any services continue during the force majeure period, for services rendered prior to the force majeure period, or once services resume following the force majeure period.
- **13.10 U.S. export jurisdiction.** The Services are subject to U.S. export jurisdiction. Customer must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, enduse and destination restrictions issued by U.S. and other governments.
- **13.11 Entire Agreement; Amendment.** This Agreement and the schedules thereto constitute the entire agreement between the parties and supersede all prior agreements, understandings and other communications with respect to the subject matter hereof. Except as specifically provided for in this Agreement, no modification or amendment of this Agreement will be effective unless in writing and executed by a duly authorized representative of each party.

# **SCHEDULE 1 -** Description of Service Subscription

| Product Name               | Aurigo Essentials        |
|----------------------------|--------------------------|
| Products SKU               | ESU-PU                   |
| Contract Term              | 1 years                  |
| # of Users                 | Unlimited Users          |
| <b>Customer Name</b>       | City of Norman, Oklahoma |
| Annual Subscription<br>Fee | \$15,000                 |

#### Note:

- Change Requests will require a separate statement of work, including scope, list of deliverables and cost of deliverables. Change Requests are provide on a Time & Materials basis.
   Service Requests for configuration changes are provided on a Time & Materials basis.

#### SCHEDULE 2 - Support Plan & Service Level Agreement

Aurigo provides this Service Level Agreement (SLA) subject to the terms and conditions below, which will be fixed for the duration Contract Term of the Service. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and Customer.

Aurigo will provide product support to the administrative users of the system. Administrative users can contact Aurigo for support during the support times define in the purchased Support Plan.

Customer end-users must contract Customer's helpdesk for general support. In case the Customer helpdesk is not able to resolve the issue, Customer's designated and authorized personnel can contact Aurigo support helpdesk to help resolve the issue as set forth below. Aurigo support (business) hours are from 8 AM – 5 PM Customer Local Time (Monday through Friday, excluding US federal and state holidays).

## A. Application Uptime Service Level

- The Service Level for Application Uptime is 99.9%
- 2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

| Monti   | hly Uptime P                     | ercentage =   |
|---|----------------------------------|---|
| Total number of minutes in a given calendar month | minus                            | Total number of minutes of<br>Unplanned Downtime in a given<br>calendar month |
|   | al number of r<br>n a given cale |   |

3. To monitor the Service and to ensure availability, Customer agrees to provide a readonly user account to access Customer's instance of the Service.

## B. Claims against Application Uptime Service Level

- 1. Customer may stake a claim if the Application availability does not meet uptime service level guarantee. In order to make a claim against Application Uptime Service Level, Customer account should be active and in good standing.
- 2. Customer must submit a formal claim to billing support at <a href="mailto:support@aurigo.com">support@aurigo.com</a>.
- Customer must provide all reasonable application downtown details related to the Claim.
- 4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).
- 5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on application uptime Service Level.
- 6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

## C. Incident (application issue) definitions and support process

Aurigo commits to responding to support requests in a timely manner. Application issues (incidents) are defined in the table below.

| Severity<br>Level | Category | Description   |
|-------------------|----------|---|
| 1                 | Urgent   | Service outage has halted normal functioning of business.<br>Service is completely inaccessible to users or Service is<br>unusable because of severe performance degradation.   |
| 2                 | High     | Major functionality in the Service is not working as designed and having a high impact on portions of the Customer's business and impacting majority of users. If a reasonable workaround is found for an "urgent" issue, it can be downgraded to "high" with Customer's consent. |
| 3                 | Normal   | Partial, non-critical loss of use of the Service with a medium-to-low impact on business. However, business can continue to function.  If a reasonable workaround is found for a "high" issue, it can be downgraded to "normal" with Customer's consent.                          |
| 4                 | Low      | Minor inconveniences. Clarifications are also categorized as "low".  If a reasonable workaround is found for a "normal" issue, it can be downgraded to "low" with Customer's consent.   |

The Service level time will be measured from the first communication to Aurigo via email or the support line or support website during standard business support hours. The support clock will pause if Aurigo is waiting for Customer approval, clarification or confirmation for corrective change. This applies to all severity levels.

For all incidents, Aurigo will provide the progress on incident resolution in the following way:

- Severity Level 1 (Urgent) Aurigo helpdesk will respond to Severity 1 incidents within 1 business hour of the first contact by Customer. Resolution of severity 1 tickets is guaranteed within 4 hours of receiving sufficient details of the incident from the Customer. Customer will be updated every 60 minutes until resolution. All Severity 1 incidents are escalated to Aurigo's Head of Customer Success team within first 60 minutes.
- Severity Level 2 (High) Aurigo helpdesk will respond to Severity 2 incidents within 4 business hours of the first contact by Customer. Within 3 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.
- Severity Level 3 Aurigo helpdesk will respond to Severity 3 incident within 4 business hours of the first contact by Customer. Within 10 business day, Aurigo will either resolve the issue or provide a committed date to fix the issue.
- Severity Level 4 Aurigo helpdesk will respond to Severity 4 incident within 6 business hours of the first contact by Customer.

#### D. Exclusions

- 1. Unplanned Downtime does not include:
  - a. The period of time when the Service is not available as a result of Planned Downtime or
  - b. The following performance or availability issues that may affect the Service:
    - Due to factors outside Aurigo's reasonable control;
    - That resulted from Customer's or third party's, or Customer's use of any third party, hardware, software or services (including Third Party Software or Third Party Services, as defined in this Agreement);
    - iii. That resulted from actions or inactions of Customer or third parties;
    - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.
    - That were caused by Customer's use of the Service after Aurigo advised Customer (through an email to a Customer representative) to modify its use of the Service, if Customer did not modify its use as advised;
- 2. SLAs are applicable to production systems only

#### E. Definitions:

- "Claim" means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
- 2. **"Downtime"** means a period of time when Service is not functional and is not available to Customers for use.
- 3. "Incident" means an unplanned interruption or degradation in Service.
- 4. "Monthly Uptime Percentage" is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
- 5. **"Planned Downtime"** means published maintenance windows or times when Aurigo notifies Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least 5 days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give Customer notification that is less than twenty-four (24) hours before the required downtime. Except all Emergency Downtime, Customers approval is mandatory for Scheduled Downtime. For Emergency Downtime, Customer will be notified. Every month, a three hour maintenance (over weekend) is scheduled for security patching.
- "Service Level" means the percentage of Service availability for a given month
  that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime
  Percentage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.  $\hat{\phantom{a}}$ 

City of Norman, Oklahoma

Signature

\* - 38 A S

**Printed Name** 

Printed Title

AURIGO SOFTWARE TECHNOLOGIES

Signature

Kevin Koenig Chief Revenue Officer

## File Attachments for Item:

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS2223-4: FOR LOVETT RANCH AND EASEMENT NOS. E-2425-7, E-2425-8, E-2425-9 AND E-2425-11 (GENERALLY LOCATED ON THE NORTH SIDE OF POST OAK ROAD APPROXIMATELY ½ MILE EAST OF 72ND AVENUE SE).



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE**: 1-14-25

**REQUESTER:** Ken Danner, Subdivision Development Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2223-4: FOR LOVETT RANCH AND EASEMENT NOS. E-2425-7, E-2425-8, E-2425-9 AND E-2425-11 (GENERALLY LOCATED ON THE NORTH SIDE OF POST OAK ROAD

APPROXIMATELY ½ MILE EAST OF 72ND AVENUE SE).

#### **BACKGROUND:**

This item is Norman Rural Certificate of Survey No. COS-2223-4 for Lovett Ranch and is generally located on the north side of Post Oak Road approximately ½ mile east of 72<sup>nd</sup> Avenue S.E.

Norman Rural Certificate of Survey COS-2223-4 for Lovett Ranch was approved by Planning Commission at its meeting of March 9, 2023, with a variance in the private road width from 20' to 12' serving two tracts.

## **DISCUSSION:**

This property consists of 79.267 acres. Tract 1 consists of 69.247 acres and Tract 2 consists of 10.02 acres. The City standard road width for a private road is twenty-feet (20'). Whenever a private road serves four (4) tracts or lots or less, the applicant can request a variance to twelve-feet (12') in width. A private roadway easement is included with COS-2223-4 for Lovett Ranch.

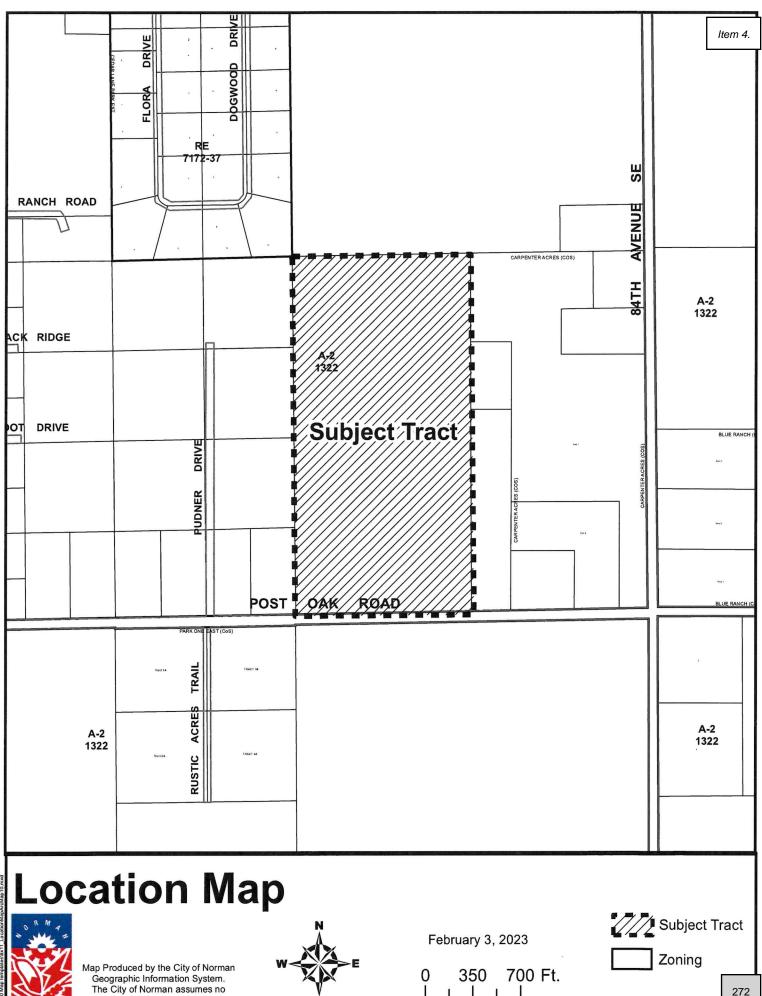
This certificate of survey, if approved, will allow one single family structure on each tract. There is an existing house on Tract 1. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards for Tract 2. There is existing private sanitary sewer system and water well serving Tract 1. Fire protection will be provided by the City of Norman pumper/tanker trucks.

Tracts 1 and 2 contain WQPZ. However, there is sufficient area to construct structures including private sanitary sewer system outside of the WQPZ. This area will be protected by the owners per covenants. The required covenants protecting the WQPZ have been approved by the City Legal Department and will be filed of record with the certificate of survey. Drainage easements have been submitted to address the WQPZ.

A 17' roadway, drainage and utility easement and 20' trail easement have been submitted in connection with Post Oak Road.

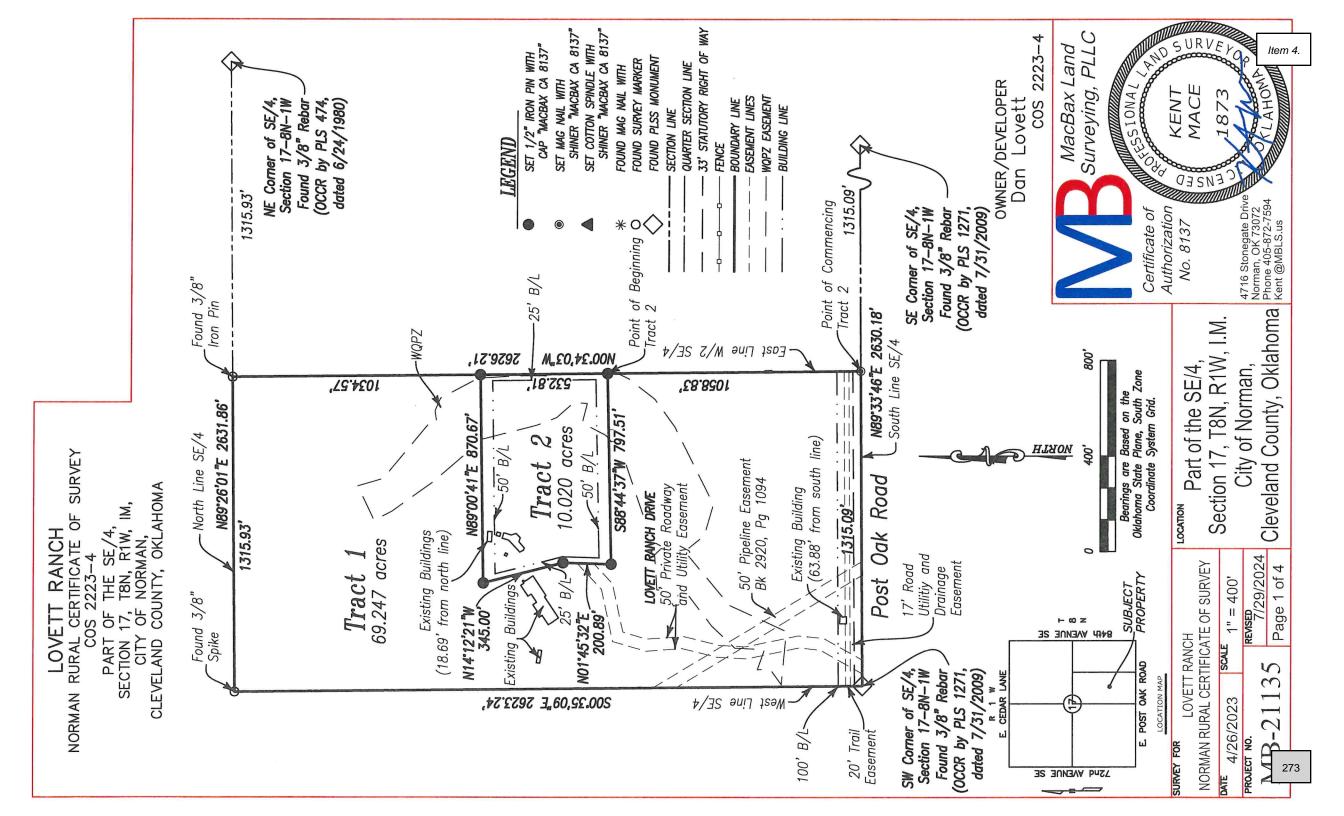
## **RECOMMENDATION:**

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2223-4 for Lovett Ranch including the variance in the private road width from 20' to 12' serving two tracts and acceptance of Easement Numbers. E-2425-7, E-2425-8, E-2425-9.and E-2425-11



responsibility for errors or omissions in the information presented.

272



## **GRANT OF EASEMENT**

E-<u>2425</u> - 7

#### KNOW ALL MEN BY THESE PRESENTS:

THAT DANNY GENE LOVETT AND CONNIE GAYLE LOVETT, husband and wife, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility(ies), drainage and/or roadway(s) over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 33.00 feet to the POINT OF BEGINNING; THENCE continuing N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 17.00 feet, THENCE N 89°33'46" E, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1314.98 feet; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 17.00 feet, THENCE S 89°33'46" W, parallel with and 33 feet north of the south line of said Southeast Quarter, a distance of 1315.02 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, July 9, 2021.

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

## **PUBLIC UTILITIES, DRAINAGE AND ROADWAY**

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

SIGNED and delivered this 23 day of May 2024.

BY: Commi & Joveth

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of 20 personally appeared DANNY GENE LOVETT and CONNIE GAYLE LOVETT, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

KATE ANN COLWELL Notary Public, State of Oklahoma Commission # 21007826 My Commission Fanitas Stock 122025

0-11-2025

Kate an Gal

Approved as to form and legality this 22 day of Hugu

City Attorney

E-2425-7

Item 4.

| Approved and accepted by the Council of the C             | City of Norman, this day of, 20                                 |
|---|---|
|   |   |
| ATTEST:   | Mayor   |
| City Clerk  | SEAL:   |
| City Clerk  |   |
| , 20, personally appeared _                               | and for said County and State, on this day of and               |
| as their free and voluntary act and deed for the uses and | to me known to be the identical person(s) who executed the same |
| WITNESS my hand and seal the day and year la              |   |
| My Commission Expires:                                    | Notary Public   |

S00°34'03"E

17.00

1315.09

## 17' ROAD, UTILITY, & DRAINAGE EASEMENT

A tract of land in part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 33.00 feet to the POINT OF BEGINNING; THENCE continuing N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 17.00 feet, THENCE N 89°33'46" E, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1314.98 feet; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 17.00 feet, THENCE S 89°33'46" W, parallel with and 33 feet north of the south line of said Southeast Quarter, a distance of 1315.02 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, July 9, 2021.

N00°26'14"W

Point of Beginning

N89°33'46"E

S89°33'46"W

1314.98

1315.02

NOO°26'14"W 33.00'

17.00

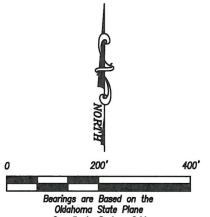
Post Oak Road

South Line SE/4

SW Corner of SE/4, Section 17-8N-1W Found 3/8" Rebar (OCCR by PLS 1271, dated 7/31/2009) SE Corner of SE/4, Section 17–8N–1W Found 3/8" Rebar (OCCR by PLS 1271,

dated 7/31/2009)

N89°33'46"E 2630.18'



LEGEND

SET 1/2" IRON PIN WITH

CAP "MACBAX CA 7754"

FOUND MONUMENT

SECTION LINE

QUARTER SECTION LINE

LOT LINE

RIGHT OF WAY

EASEMENT LINE

Oklahorna State Plane Coordinate System Grid.

SURVEY FOR

LOCATION

DAN LOVETT 17' ROAD, UTILITY, AND DRAINAGE EASEMENT

SCALE

1" = 200'

PROJECT NO. R

4/26/20223

Page 1 of 1

Part of the SE/4, Section 17, T8N, R1W, I.M., Cleveland County, Oklahoma

No. 8137

4716 Stonegate Drive Norman, OK 73072
Phone 405-872-7594

Kent@MBLS.us

Authorization

Surveying, PLLC

SURVEY

KENT

MACE

1873

1873

MacBax Land

#### **GRANT OF EASEMENT**

**E-** 2425 - 8

KNOW ALL MEN BY THESE PRESENTS:

THAT DANNY GENE LOVETT AND CONNIE GAYLE LOVETT in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1018.43 feet to the POINT OF BEGINNING; THENCE S 25°15'29" W a distance of 53.17 feet; THENCE S 37°58'11" W a distance of 139.73 feet; THENCE S 54°14'51" W a distance of 143.69 feet; THENCE S 63°29'17" W a distance of 361.02 feet; THENCE N 73°41'15" W a distance of 134.04 feet; THENCE N 39°28'31" W a distance of 105.52 feet; THENCE S 50°08'38" W a distance of 293.66 feet; THENCE S 24°30'58" W a distance of 261.24 feet; THENCE N 84°44'26" W a distance of 223.47 feet; THENCE N 54°13'18" E a distance of 80.11 feet; THENCE N 02°36'15" W a distance of 53.24 feet; THENCE S 70°48'19" E a distance of 89.28 feet; THENCE N 02°52'43" E a distance of 124.30 feet; THENCE N 43°39'22" E a distance of 135.32 feet; THENCE N 52°41'13" E a distance of 188.86 feet; THENCE N 43°03'27" W a distance of 35.83 feet; THENCE S 73°44'01" W a distance of 38.77 feet; THENCE N 13°07'29" W a distance of 28.71 feet; THENCE N 58°43'24" E a distance of 81.05 feet; THENCE N 05°01'51" W a distance of 27.92 feet; THENCE N 86°06'16" E a distance of 147.85 feet; THENCE S 43°50'23" E a distance of 46.67 feet; THENCE N 28°18'12" E a distance of 51.24 feet; THENCE N 70° 58'47" E a distance of 383.26 feet; THENCE N 48°43'01" E a distance of 86.82 feet; THENCE N 88°44'37" E a distance of 272.99 feet to the east line of the West Half of said Southeast Quarter; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 40.39 feet to the POINT OF BEGINNING.

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1591.63 feet; THENCE S 89°00'41" W a distance of 14.27 feet to the POINT OF BEGINNING; THENCE continuing S 89°00'41" E a distance of 256.53 feet; THENCE N 14°35'10" W a distance of 35.58 feet; THENCE N 61°27'51" W a distance of 53.76 feet; THENCE N 41°04'02" W a distance of 186.15 feet; THENCE N 35°31'12" W a distance of 209.32 feet; THENCE N 28°17'02" W a distance of 83.56 feet; THENCE N 64°20'16" E a distance of 160.29 feet; THENCE S 16°30'06" E a distance of 110.04 feet; THENCE S 50°21'11" E a distance of 290.48 feet; THENCE S 17°29'07" E a distance of 39.30 feet; THENCE N 80°49'01" E a distance of 47.85 feet; THENCE S 66°39'13" E a distance of 58.64 feet; THENCE S 28°05'16" E a distance of 177.04 feet; THENCE S 03°24'27" E a distance of 9.30 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax Land Surveying, PLLC, October 15, 2024.

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

## WATER QUALITY PROTECTION ZONE

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

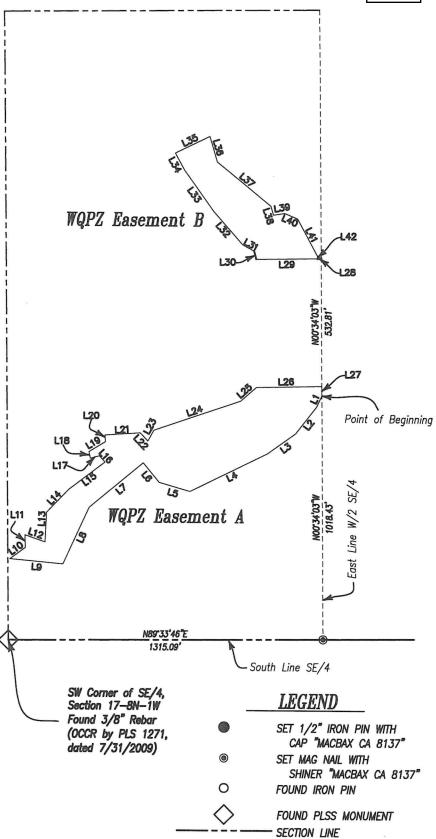
SIGNED and delivered this 2 day of Docomber, 2024.

# E-2425-8

# REPRESENTATIVE ACKNOWLEDGMENT

| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:   |
|--|
| Before me, the undersigned, a Notary Public in and for said County and State, on this day of and   |
| Tonnie Gaule Lovett to me known to be the identical person(s) (company   |
| title) who executed the foregoing grant of easement and acknowledged to me that  |
| executed the same as free and voluntary act and deed for the uses and purposes therein set forth.  |
| WITNESS my hand and seal the day and year last above written.  Late Glace  Notary Public   |
| Approved as to form and legality this 2rd day of Occomber, 20 24.  12/5/124 Clin all Middle My Commission Expires 06-  City Attorney   |
| Approved and accepted by the Council of the City of Norman, this day of, 20  |
| Mayor  |
| ATTEST:  |
| SEAL:  |
| City Clerk   |
| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:  Before me, the undersigned, a Notary Public in and for said County and State, on this day of, 20, personally appeared and, to me known to be 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 seal the day and year last above written.  |
| Notary Public  My Commission Expires:  |

|      | LINE TA |             |
|------|---------|-------------|
| LINE | LENGTH  | BEARING     |
| L1   | 53.17   | S25"15'29"W |
| L2   | 139.73  | S37°58'11"W |
| L3   | 143.69  | S54~14'51"W |
| L4   | 361.02  | S63°29'17"W |
| L5   | 134.04  | N73°41'15"W |
| L6   | 105.52  | N39°28'31"W |
| L7   | 293.66  | S50°08'38"W |
| L8   | 261.24  | S24°30'58"W |
| L9   | 223.47  | N84°44'26"W |
| L10  | 80.11   | N54°13'18"E |
| L11  | 53.24   | N02°36'15"W |
| L12  | 89.28   | S70°48'19"E |
| L13  | 124.30  | N02°52'43"E |
| L14  | 135.32  | N43°39'22"E |
| L15  | 188.86  | N52°41'13"E |
| L16  | 35.83   | N43°03'27"W |
| L17  | 38.77   | S73°44'01"W |
| L18  | 28.71   | N13°07'29"W |
| L19  | 81.05   | N58°43'24"E |
| L20  | 27.92   | N05°01'51"W |
| L21  | 147.85  | N86°06'16"E |
| L22  | 46.67   | S43°50'23"E |
| L23  | 51.24   | N2818'12"E  |
| L24  | 383.26  | N70°58'47"E |
| L25  | 86.82   | N48°43'01"E |
| L26  | 272.99  | N88°44'37"E |
| L27  | 40.39   | S00°34'03"E |
| L28  | 14.27   | S89°00'41"W |
| L29  | 256.53  | S89°00'41"W |
| L30  | 35.58   | N14°35'10"W |
| L31  | 53.76   | N61°27'51"W |
| L32  | 186.15  | N41°04'02"W |
| L33  | 209.32  | N35°31'12"W |
| L34  | 83.56   | N2817'02"W  |
| L35  | 160.29  | N64°20'16"E |
| L36  | 110.04  | S16°30'06"E |
| L37  | 290.48  | S50°21'11"E |
| L38  | 39.30   | S17°29'07"E |
| L39  | 47.85   | N80°49'01"E |
| L40  | 58.64   | S66'39'13"E |
| L41  | 177.04  | S28°05'16"E |
| L42  | 9.30    | S03°24'27"E |



are Based on the ahoma State Plane

**OWNER** Dan Lovett

WQPZ EASEMENT

QUARTER SECTION LINE

QUARTER-QUARTER SECTION LINE



Kent @MBLS.us

DAN LOVETT WATER QUALITY PROTECTION ZONE 1" = 400'

10/15/2024

SURVEY FOR

MB-21135

REVISED

Page 1 of 2

LOCATION

Part of the SE/4, Section 17, T8N, R1W, I.M., Cleveland County, Oklahoma

# GRANT OF EASEMENT (WQPZ EASEMENT A)

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1018.43 feet to the POINT OF BEGINNING; THENCE S 25"15'29" W a distance of 53.17 feet; THENCE S 37"58'11" W a distance of 139.73 feet; THENCE S 54°14'51" W a distance of 143.69 feet; THENCE S 63°29'17" W a distance of 361.02 feet; THENCE N 73'41'15" W a distance of 134.04 feet; THENCE N 39'28'31" W a distance of 105.52 feet; THENCE S 50°08'38" W a distance of 293.66 feet; THENCE S 24°30'58" W a distance of 261.24 feet; THENCE N 84°44'26" W a distance of 223.47 feet; THENCE N 54°13'18" E a distance of 80.11 feet; THENCE N 02°36'15" W a distance of 53.24 feet; THENCE S 70°48'19" E a distance of 89.28 feet; THENCE N 02°52'43" E a distance of 124.30 feet; THENCE N 43°39'22" E a distance of 135.32 feet; THENCE N 52°41'13" E a distance of 188.86 feet; THENCE N 43°03'27" W a distance of 35.83 feet; THENCE S 73°44'01" W a distance of 38.77 feet; THENCE N 13°07'29" W a distance of 28.71 feet; THENCE N 58°43'24" E a distance of 81.05 feet; THENCE N 05°01'51" W a distance of 27.92 feet; THENCE N 86°06'16" E a distance of 147.85 feet; THENCE S 43°50'23" E a distance of 46.67 feet; THENCE N 28°18'12" E a distance of 51.24 feet; THENCE N 70°58'47" E a distance of 383.26 feet; THENCE N 48°43'01" E a distance of 86.82 feet; THENCE N 88°44'37" E a distance of 272.99 feet to the east line of the West Half of said Southeast Quarter; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 40.39 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax Land Surveying, PLLC, October 15, 2024.

## GRANT OF EASEMENT (WQPZ EASEMENT B)

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter, a distance of 1591.63 feet; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1591.63 feet; THENCE S 89°00'41" W a distance of 14.27 feet to the POINT OF BEGINNING; THENCE continuing S 89°00'41" E a distance of 256.53 feet; THENCE N 14°35'10" W a distance of 35.58 feet; THENCE N 61°27'51" W a distance of 53.76 feet; THENCE N 41°04'02" W a distance of 186.15 feet; THENCE N 35°31'12" W a distance of 209.32 feet; THENCE N 28°17'02" W a distance of 83.56 feet; THENCE N 64°20'16" E a distance of 160.29 feet; THENCE S 16°30'06" E a distance of 110.04 feet; THENCE S 50°21'11" E a distance of 290.48 feet; THENCE S 17°29'07" E a distance of 39.30 feet; THENCE N 80°49'01" E a distance of 47.85 feet; THENCE S 66°39'13" E a distance of 58.64 feet; THENCE S 28°05'16" E a distance of 177.04 feet; THENCE S 03°24'27" E a distance of 9.30 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax Land Surveying, PLLC, October 15, 2024.

DAN LOVETT
WATER QUALITY PROTECTION ZONE

DATE 10/15/2024 SCALE N/A
PROJECT NO. REVISED

MB-21135 Page 2 of 2

Part of the SE/4,
Section 17, T8N, R1W, I.M.,
Cleveland County, Oklahoma



280

#### **GRANT OF EASEMENT**

E- 2425- 9

KNOW ALL MEN BY THESE PRESENTS:

THAT STEPHANIE NICOLE VELAQUEZ AND ISSAC BLAZE VELASQUEZ in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1058.83 feet to the POINT OF BEGINNING; THENCE S 88°44'37" W a distance of 272.99 feet; THENCE N 48°43'01" E a distance of 19.72 feet; THENCE N 27°05'03" E a distance of 110.85 feet; THENCE S 76°06'52" E a distance of 85.02 feet; THENCE N 04°03'22" E a distance of 55.27 feet; THENCE N 41°31'46" W a distance of 95.12 feet; THENCE N 20°37'07" W a distance of 92.71 feet; THENCE N 14°19'32" W a distance of 137.56 feet; THENCE N 14°35'10" W a distance of 99.62 feet; THENCE N 89°00'41" E a distance of 256.53 feet; THENCE S 03°24'27" E a distance of 160.16 feet; THENCE S 00°05'23" W a distance of 115.07 feet; THENCE S 52°13'21" E a distance of 9.75 feet to the east line of the West Half of said Southeast Quarter; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 292.01 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax Land Surveying, PLLC, October 15, 2024.

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

## WATER QUALITY PROTECTION ZONE

| To have and to hold the same unto the said City, its successors, and assigns forever.   |
|---|
| SIGNED and delivered this and day of bocomber 2024.   |
| BY: Styl Cash BY: Cliften   |
| REPRESENTATIVE ACKNOWLEDGMENT   |
| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:  |
| Before me, the undersigned, a Notary Public in and for said County and State, on this day of 200000000000000000000000000000000000                       |
| The Bloze Velosque Z to me known to be the identical person(s) (company title) who executed the foregoing grant of easement and acknowledged to me that |
| executed the same as free and voluntary act and deed for the uses and purposes therein set forth.   |
| WITNESS my hand and seal the day and year last above written.   |
| Notary Public   |
| My Commission Expires: $\frac{1}{4}$  |
| Approved as to form and legality this 2nd day of Decomber, 2024.  |
| KATE ANN COLWELL Notary Public, State of Oklahoma Complete # 1215124 City Attorney  |
| Commission # 21007826 My Commission Expires 06-11-2025  |

Item 4.

# E-2425-9

| Approved and accepted by the Council of the City of Norman, this day of, 20   |
|---|
| Mayor ATTEST:   |
| SEAL:   |
| City Clerk  |
| TATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:  Before me, the undersigned, a Notary Public in and for said County and State, on this day of and and to me known to be the identical person(s) who executed the same |
| is their free and voluntary act and deed for the uses and purposes therein set forth.   |
| WITNESS my hand and seal the day and year last above written.   |
| Notary Public  My Commission Expires:   |

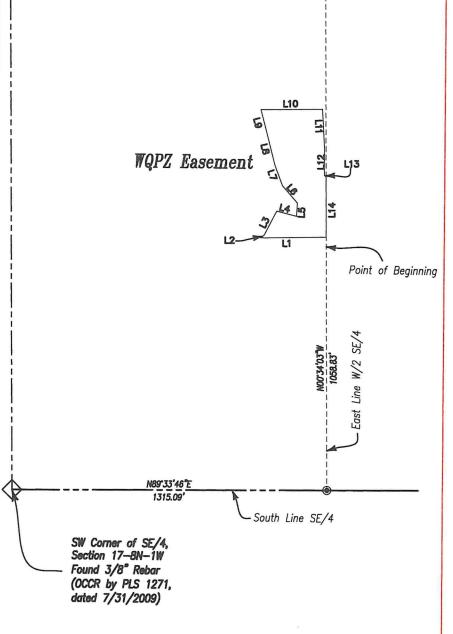
Item 4.

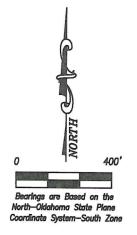
| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 272.99 | S88'44'37"W |
| L2         | 19.72  | N48°43'01"E |
| L3         | 110.85 | N27°05'03"E |
| L4         | 85.02  | S76°06'52"E |
| L5         | 55.27  | N04°03'22"E |
| L6         | 95.12  | N41°31'46"W |
| L7         | 92.71  | N20°37'07"W |
| L8         | 137.56 | N14°19'32"W |
| L9         | 99.62  | N14°35'10"W |
| L10        | 256.53 | N89°00'41"E |
| L11        | 160.16 | S03°24'27"E |
| L12        | 115.07 | S00°05'23"W |
| L13        | 9.75   | S52~3'21"E  |
| L14        | 292.01 | S00°34'03"E |

## GRANT OF EASEMENT (WQPZ EASEMENT)

A tract of land that is part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 89°33'46" E, along the south line of said Southeast Quarter, a distance of 1315.09 feet to the east line of the West Half of said Southeast Quarter; THENCE N 00°34'03" W, along the east line of the West Half of said Southeast Quarter, a distance of 1058.83 feet to the POINT OF BEGINNING; THENCE S 88°44'37" W a distance of 272.99 feet; THENCE N 48°43'01" E a distance of 19.72 feet; THENCE N 27°05'03" E a distance of 110.85 feet; THENCE S 76°06'52" E a distance of 85.02 feet; THENCE N 04°03'22" E a distance of 55.27 feet; THENCE N 41°31'46" W a distance of 95.12 feet; THENCE N 20°37'07" W a distance of 92.71 feet; THENCE N 14°19'32" W a distance of 137.56 feet; THENCE N 14°35'10" W a distance of 99.62 feet; THENCE N 89°00'41" distance of 256.53 feet; THENCE S 03°24'27" distance of 160.16 feet; THENCE S 00°05'23" W a distance of 115.07 feet; THENCE S 52°13'21" E a distance of 9.75 feet to the east line of the West Half of said Southeast Quarter; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 292.01 feet to the POINT OF

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, MacBax Land Surveying, PLLC, October 15, 2024.





DAN LOVETT

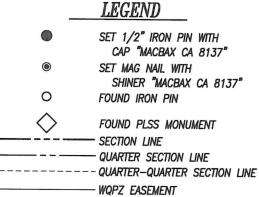
BEGINNING.

SURVEY FOR

PROJECT NO.

10/15/2024

MB-21135





**OWNER** 

Stephanie Nicole Velasquez

Issac Blaze Velasquez

MacBax Land

Surveying, PLLC

LOCATION WATER QUALITY PROTECTION ZONE Part of the SE/4, 1" = 400' Section 17, T8N, R1W, I.M., REVISED Cleveland County, Oklahoma Page 1 of 1

# **GRANT OF EASEMENT**

E-<u>2425</u>-<u>11</u>

#### KNOW ALL MEN BY THESE PRESENTS:

THAT DANNY GENE LOVETT AND CONNIE GAYLE LOVETT, husband and wife, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public trail easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land in part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 00°26′14″ W, along the west line of said Southeast Quarter, a distance of 50.00 feet to the POINT OF BEGINNING; THENCE continuing N 00°26′14″ W, along the west line of said Southeast Quarter, a distance of 20.00 feet, THENCE N 89°33′46″ E, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 1314.93 feet; THENCE S 00°34′03″ E, along the east line of the West Half of said Southeast Quarter, a distance of 20.00 feet, THENCE S 89°33′46″ W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1314.98 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, July 9, 2021.

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

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

#### **20' PUBLIC TRAIL EASEMENT**

#### REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of

Mount of the undersigned, a Notary Public in and for said County and State, on this 23 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 23 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of

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Before me, the undersigned, a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned in an advantage of the undersigned in a Notary Public in and for said County and State, on this 25 day of

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Before me, the undersigned in a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned in a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned in a Notary Public in and for said County and State, on this 25 day of

Before me, the undersigned in a Notary Public in a Notary Public in a Notary Public in a Notary Public in a Notary P

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

KATE ANN COLWELL

Notary Public, State of Oklahoma

Commission # 21007826

My Commission Mayrucom Affission Compiles: Le-II-2025

Approved as to form and legality this 22 day of wast, 2024.

City Attorney

E-2425-11

Item 4.

| Approved and accepted by the Council of the City of Norman, this day of   | , 20 |
|---|------|
|   |      |
| Mayor   |      |
| ATTEST: SEAL:   |      |
| City Clerk  |      |
| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, §:  Before me, the undersigned, a Notary Public in and for said County and State, on, 20, personally appeared, to me known to be the identical pe | and  |
| as their free and voluntary act and deed for the uses and purposes therein set forth.   |      |
| WITNESS my hand and seal the day and year last above written.   |      |
| My Commission Expires:  | T    |

## 20' TRAIL EASEMENT

A tract of land in part of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southwest Corner of said Southeast Quarter; THENCE N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 50.00 feet to the POINT OF BEGINNING; THENCE continuing N 00°26'14" W, along the west line of said Southeast Quarter, a distance of 20.00 feet, THENCE N 89°33'46" E, parallel with and 70 feet north of the south line of said Southeast Quarter, a distance of 1314.93 feet; THENCE S 00°34'03" E, along the east line of the West Half of said Southeast Quarter, a distance of 20.00 feet, THENCE S 89°33'46" W, parallel with and 50 feet north of the south line of said Southeast Quarter, a distance of 1314.98 feet to the POINT OF BEGINNING.

Basis of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone. Property description prepared by Kent Mace, Oklahoma PLS No. 1873, July 9, 2021.

N00°26'14"W

NOO°26'14"W

50.00'

Point of Beginning

N89°33'46"E

S89°33'46"W

1314.93

1314.98

20.00'

S00°34'03"E

Post Oak Road

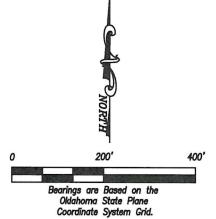
N89°33'46"E 2630.18'

South Line SE/4

1315.09

SW Corner of SE/4, Section 17-8N-1W Found 3/8" Rebar (OCCR by PLS 1271, dated 7/31/2009)

SE Corner of SE/4, Section 17-8N-1W Found 3/8" Rebar (OCCR by PLS 1271, dated 7/31/2009)



LEGEND

SET 1/2" IRON PIN WITH

CAP "MACBAX CA 7754"

FOUND MONUMENT

SECTION LINE

SECTION LINE

QUARTER SECTION LINE

LOT LINE

RIGHT OF WAY EASEMENT LINE

Coordinate System Gri

SURVEY FOR DAN LOVETT

MB-21135

Page 1 of 1

LOCATION

Part of the SE/4, Section 17, T8N, R1W, I.M., Cleveland County, Oklahoma

Certificate of Authorization No. 8137

KENT MACE

4716 Stonegate Drive Norman, OK 73072 Phone 405-872-7594 Kent @MBLS.us MacBax Land

Surveying, PLLC

SIONAI



March 2, 2023

City of Norman, Planning Commission And City of Norman Staff Members 201 W. Gray Norman, Oklahoma 73070

Re: Proposed "Lovett Ranch"

A "Norman Rural Certificate of Survey Plat"

In the SE/4, Sec 17, T8N, R1W

Norman, Cleveland County, Oklahoma

To all interested parties,

I hereby request; on behalf of the developer, that the City of Norman allow a variance in the width of the private road surfacing. The standard minimum width is 20 feet for private road but because the road only serves two (2) tracts, it's generally accepted that the width can be less. I request that the paving be 12 foot wide because of this reason. If you require additional information, please contact me.

Sincerely,

Kent Mace, P.E., P.L.S.

MacBax Land Surveying, PLLC

Planning Commission Agenda March 9, 2023

CERTIFICATE OF SURVEY COS-2223-4 ITEM NO. 2

## **STAFF REPORT**

# ITEM: Consideration of NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2223-4 FOR LOVETT RANCH.

**LOCATION:** Generally located on the north side of Post Oak Road approximately ½ mile east of 72<sup>nd</sup> Avenue S.E.

#### **INFORMATION:**

- 1. Owners. Danny Lovett.
- 2. <u>Developer</u>. Stephanie Velasquez.
- 3. Surveyor. MacBax Land Surveying, PLLC.

#### **HISTORY:**

- 1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the Norman Corporate City Limits without zoning.
- 2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
- 3. <u>December 12, 1961</u>. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

### **IMPROVEMENT PROGRAM:**

- 1. <u>Fire Protection</u>. Fire protection will be provided by the Norman Fire Department.
- 2. <u>Sanitary Sewer</u>. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system serving Tract 1.
- 3. <u>Water</u>. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system serving Tract 1.
- 4. <u>Acreage</u>. This property consists of 79.267 acres. Tract 1 consists of 69.247 acres and Tract 2 consists of 10.02 acres.

- 5. <u>Private Road</u>. The private road will serve one tract. City standards requires a private road width of twenty-feet unless serving four (4) tracts or lots or fewer. The applicant has requested a variance in the 20' width to a 12' width private road since it will serve only one tract.
- 6. <u>Water Quality Protection Zone</u>. Tracts 1 and 2 contain WQPZ. However, there is sufficient area to construct structures including private sanitary sewer system outside of the WQPZ. This area will be protected by the owners per covenants.
- 9. Covenants. Covenants addressing the WQPZ are being reviewed by City Legal staff.
- 10. <u>Easements</u>. The owners will submit easements for roadway, drainage and utilities including trail easement in connection with Post Oak Road. Drainage easements covering the WQPZ are required.
- **SUPPLEMENTAL MATERIAL**: Copies of a location map, Norman Rural Certificate of Survey No. COS-2223-4 for Lovett Ranch and a letter of request for a variance in the minimum width requirement for a private road are included in the Agenda Book.
- STAFF COMMENTS AND RECOMMENDATION: The applicant's surveyor is requesting a variance in the private road width based on the fact it is serving one tract. Staff recommends approval of a variance in the private road width requirement from 20' width to a 12' width since it will serve one tract. Staff supports the variance and Norman Rural Certificate of Survey No. COS-2223-4 for Lovett Ranch.
- **ACTION NEEDED:** Recommend approval or disapproval of a variance in the private road width from 20' to 12' serving one tract and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2223-4 for Lovett Ranch to City Council.



## CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Thursday, March 09, 2023 at 6:30 PM

## **MINUTES**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 9<sup>th</sup> day of March, 2023.

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

Chair Erica Bird called the meeting to order at 6:32 p.m.

## **ROLL CALL**

PRESENT
Cameron Brewer
Douglas McClure
Liz McKown
Erica Bird
Kevan Parker
Michael Jablonski
Steven McDaniel
Maria Kindel

ABSENT Jim Griffith

## A quorum was present.

STAFF PRESENT
Jane Hudson, Director, Planning & Community Development
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner I
Jack Burdett, Subdivision Development Coordinator
Todd McLellan, Development Engineer
Jami Short, Traffic Management Center Engineer
Beth Muckala, Assistant City Attorney
Bryce Holland, Multimedia Specialist
Roné Tromble, Admin. Tech. IV

## **CONSENT ITEMS**

Ms. Bird asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the audience wished to remove an item from the Consent Docket. There being none, she asked for a motion.

Motion by Liz McKown, seconded by Michael Jablonski, to approve the Consent Docket as presented.

Voting Yea: Brewer, McDaniel, McKown, Parker, Bird, McClure, Kindel, Jablonski

Absent: Griffith

The motion carried by a vote of 8-0.

## Minutes

1. Consideration of Approval, Rejection, Amendment, and/or Postponement of the Minutes of the January 12, 2023 Regular Planning Commission meeting.

The minutes were approved as presented on the Consent Docket by a vote of 8-0.

## **Certificates of Survey**

Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of COS-2223-4: Consideration of a Norman Rural Certificate of Survey submitted by Danny Lovett (MacBax Land Surveying, PLLC) for LOVETT RANCH, with a variance in the private road width from 20' width to 12' width, for 79.267 acres of property generally located on the north side of E. Post Oak Road approximately ½ mile east of 72nd Avenue S.E.

## ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Certificate of Survey Lovett Ranch
- 3. Staff Report
- 4. Request for Variance in Private Road Width

COS-2223-4 was approved on the Consent Docket by a vote of 8-0.

3. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of COS-2223-5: Consideration of a Norman Rural Certificate of Survey submitted by Edwin Rule (Pollard & Whited Surveying, Inc.) for Amended RULE'S EMERALD SPRINGS ADDITION, with a variance in the private road width from 20' width to 12' width, for 38.32 acres of property located south of Franklin Road approximately ¼ mile east of 12th Avenue N.W.

## ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Certificate of Survey Amended Rule's Emerald Springs Addition
- 3. Staff Report
- 4. Request for Variance in Private Road Width

COS-2223-5 was approved on the Consent Docket by a vote of 8-0.

\* \* \*

## File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS2425-4 FOR INDIAN HILLS SPORTS COMPLEX AND EASEMENT NUMBER E-2425-10 (GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF INDIAN HILLS ROAD AND 60TH AVENUE N.W).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE: 1-14-25** 

**REQUESTER:** Ken Danner, Subdivision Development Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-4 FOR INDIAN HILLS SPORTS COMPLEX AND EASEMENT NUMBER E-2425-10 (GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION

OF INDIAN HILLS ROAD AND 60<sup>TH</sup> AVENUE N.W).

## **BACKGROUND:**

This item is Norman Rural Certificate of Survey No. COS-2425-4 for Indian Hills Sports Complex and is generally located near the southwest corner of the intersection of Indian Hills Road and 60<sup>th</sup> Avenue N.W.

Norman Rural Certificate of Survey COS-2425-4 for Indian Hills Sports Complex was approved by Planning Commission at its meeting of September 12, 2024.

## **DISCUSSION:**

This property consists of 40 acres. Tract 1 consists of 20 acres and Tract 2 consists of 20 acres.

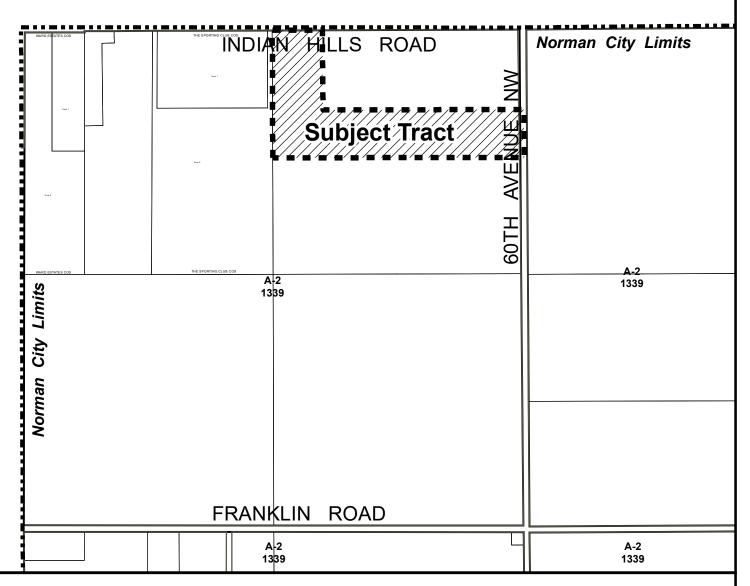
The proposal for Tract 1 consists of club house, soccer fields, restrooms, parking lot and barn. The proposal for Tract 2 is a single-family residential structure. The Flood Plain Permit Committee approved Flood Plain Permit No. 695 for the activity located in the flood plain. Private individual sanitary sewer systems and water wells will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards. Fire protection will be provided by the City of Norman pumper/tanker trucks.

A 17' roadway, drainage and utility easement has been submitted for Indian Hills Road.

## **RECOMMENDATION:**

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-4 for Indian Hills Road Sports Complex and acceptance of Easement No. E-2425-10.

Item 5.



# **Location Map**

in the information presented.

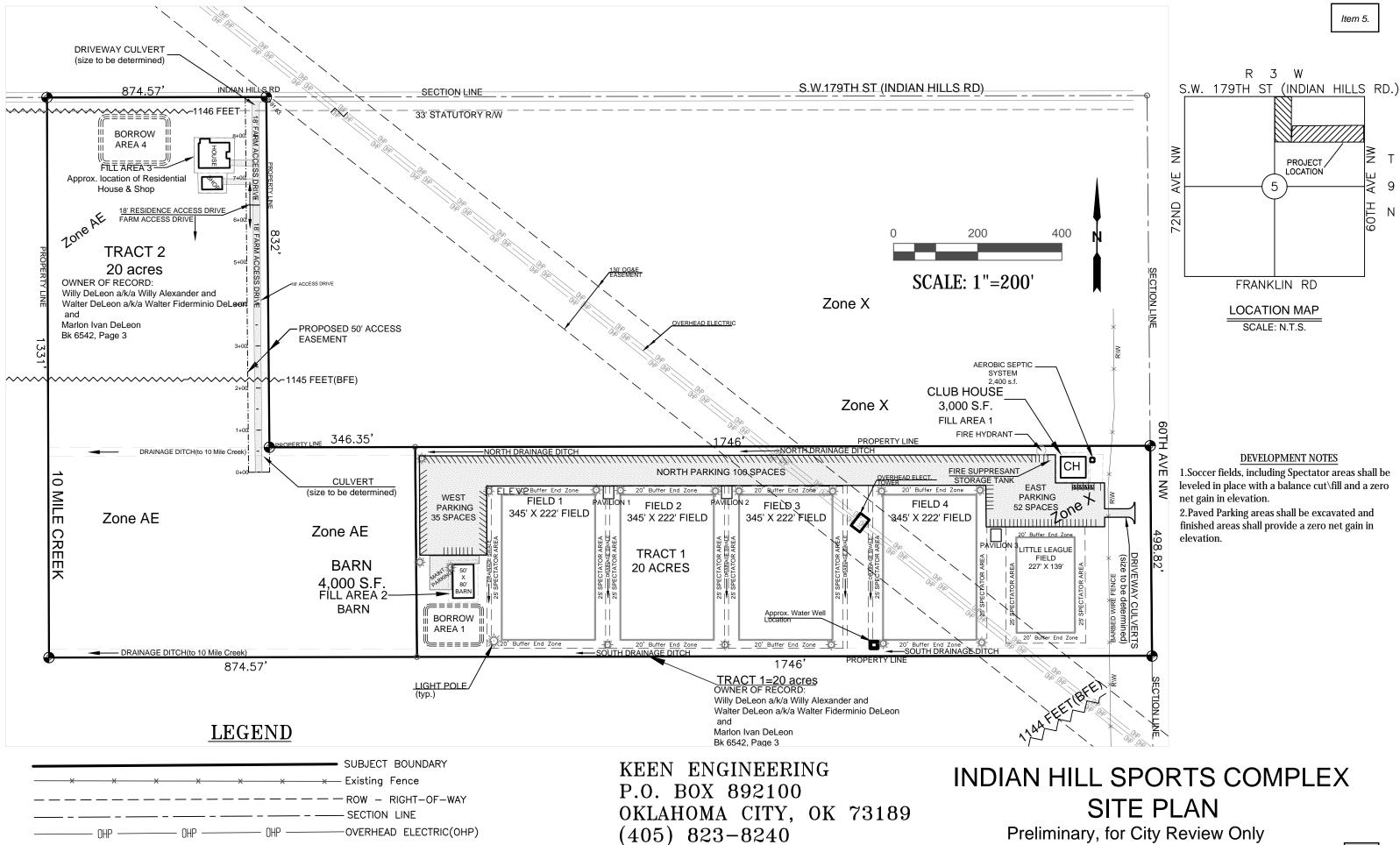


Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information properted.

August 15, 2024

Subject Tract

0 500 1,000 Ft.

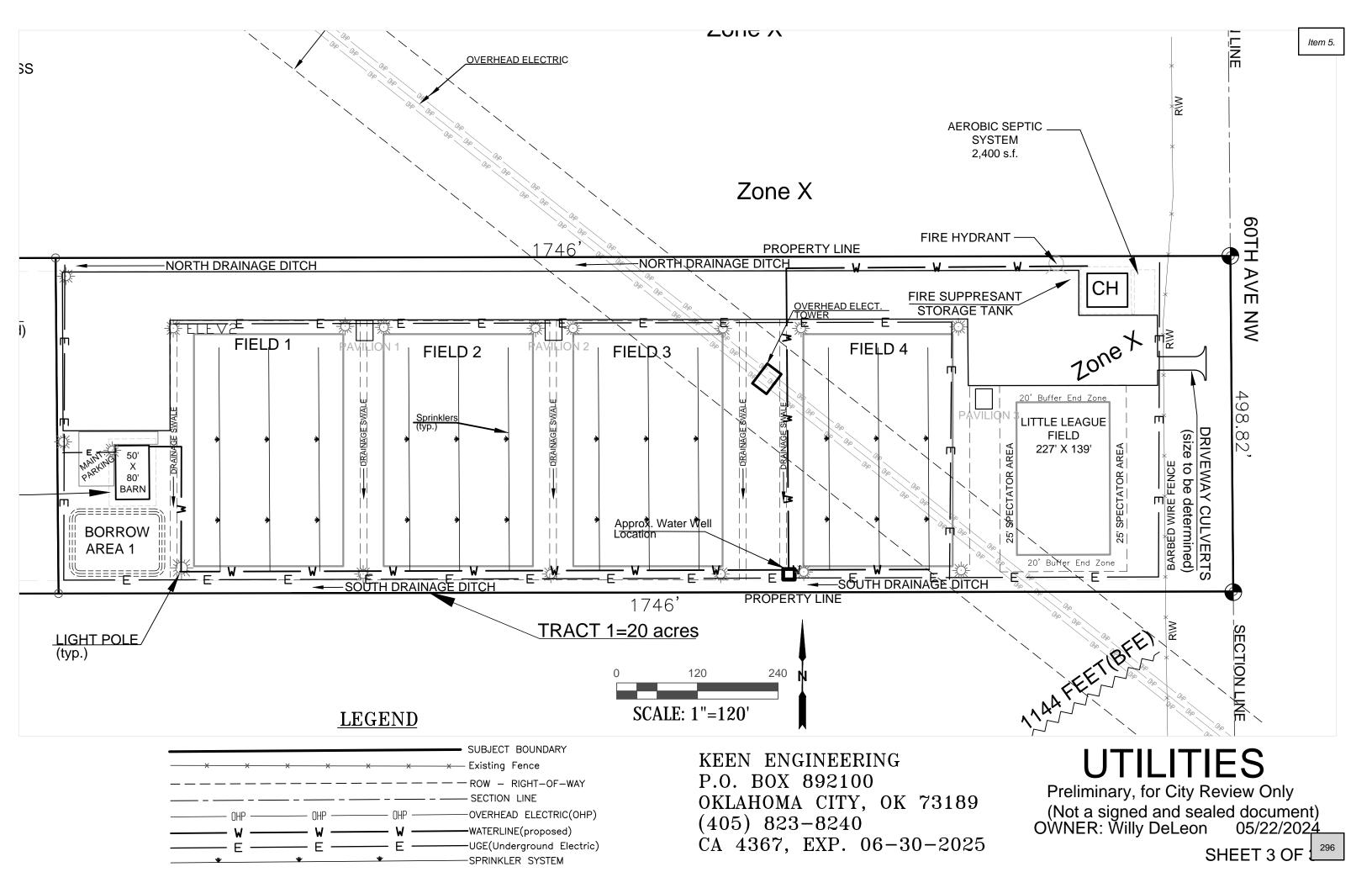


CA 4367, EXP. 06-30-2025

Preliminary, for City Review Only **DEVELOPER:** Willy DeLeon

06/14/202 295

SHEET 1 OF 4



#### R 3 W S.W. 179TH ST (INDIAN HILLS RD.) INDIAN HILLS SPORTS COMPLEX A NORMAN RURAL CERTIFICATE OF SURVEY COS-2324-2 9 **EXHIBIT A** 2ND N FRANKLIN RO LOCATION MAP 145 FEE 400 800 Zone AF SCALE: 1"=200" TRACT 2 1145 FEET Bri BET DIF HON HOD W PLS 1525 CAP FND F IRON ROS TRACT 1 20.00cc 871,270s.f. Zone AE 89'54'05 1748.71 NOTE PARENT TRACT 40.00cc 1,742,541s.f. 1144 FEET-Zone AE Flood Plane information is from FEMA FIRM PANEL NO. 40027C0170J Effective date January 15, 2021 The basis of bearings is from an ALTA survey Durham Survey on 06/28/2022 and described as Oklahoma State Plane SSIONAL LEGEND Coordinates, South Zone NAD83(2007) BOUNDARY OF SUBJECT TRACTS BOBBY 50' ROADWAY & UTILITY EASEMENTS SKAGGS SECTION\1/4 SECTION LINE PROPERTY CORNER FOUND(FND) 1525 PROPERTY CORNER SET (3/8" REBAR) OFLAHOMA O PROPERTY CORNER FOUND(see description P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT 09/03/2024 I, Bobby G. Skaggs, P.L.S. No. 1525, a registered Land Surveyor in the State of Oklahoma do hereby state that a careful survey OWNER\DEVELOPER of the property described above was made under my direct supervision and is correctly shown here—in AND meets the Minimum Standards for the Practice of Surveying as adopted by WILLY DeLeon the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors. Date of last field visit: 05/04/24 BOBBY SKAGGS LAND SURVEYING, LLC INDIAN HILLS SPORTS COMPLEX COS-2324-2 Drawn by: BGS SCALE: 1"=400' Bobby G. Skaggs, P.L.S. Checked by: BGS 903 N. MADISON AVE. Date: 05/06/24 **EXHIBIT A** Date of Revisions: Date: 09/03/24 BLANCHARD, OK 73010 Phone: (405) 831-8053 C.A. No. 7527 Expires: 06/30/26 SHEET 1 OF 5

## E-2425-10

## 10

#### **GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Willy DeLeon a/k/a Willy Alexander DeLeon and Walter DeLeon a/k/a Walter Fiderminio DeLeon and Marion Ivan DeLeon in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a roadway drainage and utility easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

## SEE ATTACHED EXHIBIT A

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

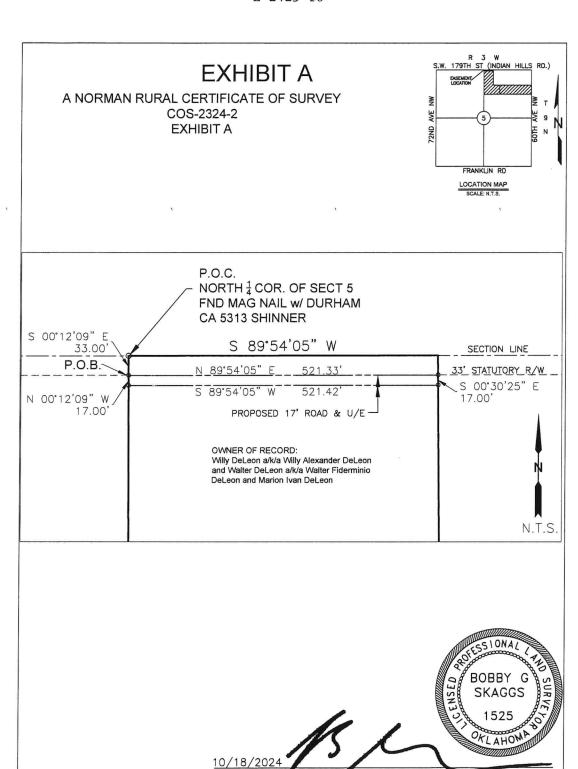
#### **ROADWAY, DRAINAGE AND UTILTIES**

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

| SIGNED and delivered this 29 day of OCtober, 2024   |  |  |  |
|---|--|--|--|
| BY: Willy be Lean   |  |  |  |
| Willy Alexander DeLeon  BY: Waltur de Leur  |  |  |  |
| Walter Fiderminio DeLeon  |  |  |  |
| BY: M   |  |  |  |
| Marion Ivan DeLeon  |  |  |  |
|   |  |  |  |
| REPRESENTATIVE ACKNOWLEDGMENT   |  |  |  |
| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:   |  |  |  |
| Before me, the undersigned, a Notary Public in and for said County and State, on this day of Cables, 20 24 personally appeared Willy Alexander DeLeon, Walter Fiderminio DeLeon and Marion Ivan DeLeon to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth. |  |  |  |
| WITNESS my hand and seal the day and year last above written.   |  |  |  |
| My Commission Expires: Qune 7, 2026   |  |  |  |

## E-2425-10

| Approved as to form and legality this day of Over the, 2024  |
|--|
| City Attorney  |
| Approved and accepted by the Council of the City of Norman, this da of, 20 .   |
| ATTEST:  |
| City Clerk   |
| SEAL:  |
| STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:  |
| Before me, the undersigned, a Notary Public in and for said County and State, on this day of, 20 24 personally appeared  |
| to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth. |
| WITNESS my hand and seal the day and year last above written.  |
| Notary Public  |



The basis of bearings is from an ALTA survey Durham Survey on 06/28/2022 and described as Oklahoma State Plane Coordinates, South Zone NAD83(2007)

Date of last field visit: 05/04/24

BOBBY SKAGGS LAND SURVEYING, LLC Bobby G. Skaggs, P.L.S. 903 N. MADISON AVE. BLANCHARD, OK 73010 Phone: (405) 831-8053

C.A. No. 7527 Expires: 06/30/26

INDIAN HILLS SPORTS COMPLEX COS-2324-2 Drawn by: BGS SCALE: N.T.S. EXHIBIT A Checked by: BGS Date: 10/18/24 Date of Revisions: Date: 09/03/24 SHEET 1 OF 2

I, Bobby G. Skaggs, P.L.S. No. 1525, a registered Land Surveyor in the State of Oklahoma do hereby state that a careful survey

of the property described above was made under my direct supervision and is correctly shown here—in AND meets the Minimum Standards for the Practice of Surveying as adopted by

the Oklahoma State Board of Registration for Professional

Engineers and Land Surveyors.

## EXHIBIT A, SHEET 2

## LEGAL DESCRIPTION OF PARENT (ORIGINAL) TRACT

A parcel of land being a part of Lots One(1) and Two(2) and the South Half (S/2) of the Northeast Quarter of Section Five (5), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, also being the same as that parcel of land recorded in Book 6452, Page 1204 with the Cleveland County Oklahoma Clerk, more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter; Thence S 00°12'09"E along the West line of said Northeast Quarter for a distance of 33.00 feet to the POINT OF BEGINNING;

Thence N 89°54'05"E along the South Statutory line of said Northeast Quarter for a distance of 521.33 feet;

Thence S 00°12'09"E for a distance of 17.00 feet;

Thence S 89°54'05"W for a distance of 521.42 feet to a point on the West line of said Northeast Quarter (NE/4);

Thence N 00°12'09"W along said West line for a distance of 17.00 feet to the POINT OF BEGINNING (P.O.B.)

> BOBBY 10/18/2024

I, Bobby G. Skaggs, P.L.S. No. 1525, a registered Land Surveyor in the State of Oklahoma do hereby state that a careful survey of the property described above was made under my direct supervision and is correctly shown here—in AND meets the Minimum Standards for the Practice of Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

BOBBY SKAGGS LAND SURVEYING, LLC Bobby G. Skaggs, P.L.S. 903 N. MADISON AVE. BLANCHARD, OK 73010

Phone: (405) 831-8053

C.A. No. 7527 Expires: 06/30/26

| Drawn by: BGS   | INDIAN HILLS SPORTS COMPLEX |
|-----------------|-----------------------------|
| Checked by: BGS | COS-2324-2                  |
| Date: 10/18/24  | ROAD AND UTILITY EASEMENT   |
|                 | SHEET 2 OF 2                |

## CERTIFICATE OF SURVEY COS-2425-4

ITEM NO. 3

## **STAFF REPORT**

## ITEM: Consideration of NORMAN CERTIFICATE OF SURVEY NO. COS-2425-4 FOR INDIAN HILLS SPORTS COMPLEX.

**LOCATION:** Generally located near the southwest corner of the intersection of West Indian Hills Road and 60<sup>th</sup> Avenue N.W.

## **INFORMATION:**

- 1. Owners. Willy DeLone.
- 2. Developer. Willy DeLone.
- 3. Surveyor. Bobby Skaggs Land Surveying, LLC.
- 4. Engineering. Gary Keen

## **HISTORY:**

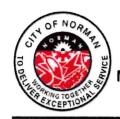
- 1. October 21, 1961. City Council adopted Ordinance No. 1320 annexing this property into the Norman Corporate City Limits without zoning.
- 2. <u>December 19, 1961</u>. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
- 3. <u>January 23, 1962</u>. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.

## **IMPROVEMENT PROGRAM:**

- 1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
- 2. <u>Sanitary Sewer</u>. At such time as structures are constructed, private sanitary systems will be installed in accordance with Oklahoma Department of Environmental Quality standards.
- 3. <u>Water</u>. Water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

- 4. <u>Easements</u>. With the Comprehensive Transportation Plan, Indian Hills Road is classified as a Principal Urban Arterial. A 17' roadway, drainage and utility easement will be required. There is existing adequate right-of-way for 60<sup>th</sup> Avenue N.W.
- 5. <u>Flood Plain</u>. The property contains flood plain. The parking lot and any proposed structures will required a flood plain permit. The Flood Plain Permit Committee approved Flood Plain Permit No. 695.
- 6. <u>Acreage</u>. There is a total of 40 acres. Tract 1 consists of 20 acres and Tract 2 consists of 20 acres.
- **SUPPLEMENTAL MATERIAL**: Copies of a location map and Norman Rural Certificate of Survey No. COS-2425-4 for Indian Hills Sports Complex are included in the Agenda Book.
- STAFF COMMENTS AND RECOMMENDATION: It has been determined the proposed project is by right in the A-2, Rural Agricultural District. The proposal for Tract 1 consists of club house, soccer fields, restrooms, parking lot and barn. The proposal for Tract 2 is a single-family residential structure. Staff recommends approval of Certificate of Survey No. COS-2425-4 for Indian Hills Sports Complex.
- **ACTION NEEDED**: Recommend approval or disapproval of Certificate of Survey No. COS-2425-4 for Indian Hills Sports Complex to City Council.

| ACTION TAKEN:_ |  |
|----------------|--|
|                |  |



## CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Thursday, September 12, 2024 at 5:30 PM

## **MINUTES**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, on the 12<sup>th</sup> day of September 2024, at 5:30 p.m., and notice of the agenda of the meeting was posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

Chair Commissioner Bird called the meeting to order at 5:36 p.m.

## **ROLL CALL**

PRESENT
Steven McDaniel
Michael Jablonski
Erica Bird
Doug McClure
Jim Griffith

ABSENT Cameron Brewer Liz McKown Maria Kindel Kevan Parker

## STAFF PRESENT

Jane Hudson, Planning & Community Development Director Lora Hoggatt, Planning Services Manager Whitney Kline, Admin Tech III Kelly Abell, Planner II Beth Muckala, Assistant City Attorney David Riesland, Transportation Engineer Todd McLellan, Development Engineer Bryce Holland, Multimedia Specialist

## **GUESTS PRESENT**

Jay Cervi, 2613 Lauriston, Norman, OK Floyd Carroll, 607 E. Main St., Norman, OK

## CONSENT ITEMS

This section is placed on the agenda so that the Planning Commission, by unanimous consent, may designate those items that they wish to approve by one motion. Any of these items may be removed from the Consent Docket and be heard in its regular order.

## **Minutes**

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

PLANNING COMMISSION MEETING MINUTES OF AUGUST 8, 2024

## ITEMS SUBMITTED FOR THE RECORD:

1. August 8, 2024 Planning Commission Regular Session Minutes

## **Certificates of Survey**

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-3: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY PAUL SECHRIST AND KRISTEN MOORE (GREG SKINNER SURVEYING, LLC) FOR RED ROCK RIDGE, FOR 72.71 ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF 108TH AVENUE S.E. AND ONE-HALF MILE NORTH OF POST OAK ROAD.

## ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Location Map
- 3. Red Rock Ridge Short Form Plat
- 3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-4: CONSIDERATION OF NORMAN CERTIFICATE OF SURVEY SUBMITTED BY WILLY DELONE (BOBBY SKAGGS LAND SURVEYING, LLC) FOR INDIAN HILLS SPORTS COMPLEX, FOR 40 ACRES OF PROPERTY GENERALLY LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST INDIAN HILLS ROAD AND 60TH AVENUE N.W.

## ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- Location Map
- 3. Site Plan
- 4. Indian Hills Sports Complex Short Form Plat

**Motion** by Commissioner Jablonski to approve the consent docket; **Second** by Commissioner Griffith.

The motion passed unanimously with a vote of 5-0.

## **NON-CONSENT ITEMS**

## 3301 Classen Blvd. Special Use

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

## ITEMS SUBMITTED FOR THE RECORD

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

## **Staff Presentation**

Kelly Abell, Planner I, presented the staff report.

## **Applicant Presentation**

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

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

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

The motion passed with a vote of 5-0.

## MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

There were no miscellaneous comments.

## **ADJOURNMENT**

| The meeting was adjourned at 5:44 p.m. |
|--|
| Passed and approved this day of 2024.  |
| KEURN-BOKER                            |
| Planning Commission                    |

13

## File Attachments for Item:

6. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2425-1: FOR LOT 5A (formerly 5 & 6), BLOCK 4, FOUNTAIN VIEW ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4202 Farm Hill Road)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** AshLynn Wilkerson, Assistant City Attorney

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

POSTPONEMENT OF CONSENT TO ENCROACH EN-2425-1: FOR LOT 5A (formerly 5 & 6), BLOCK 4, FOUNTAIN VIEW ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4202 Farm Hill

Road)

## **BACKGROUND:**

An encroachment request has been filed in the office of the City Clerk by property owners, Jordan Johnson and Megan Johnson, requesting a Consent to Encroach into a utility easement at the above-described property.

## **DISCUSSION:**

The application for the Consent to Encroach concerns the encroachment upon a City of Norman and Norman Utilities Authority (NUA) utility easement for proposed steps and retaining wall to accompany the addition of a pool and pool house. The owner(s) are requesting that the proposed steps and retaining wall be allowed to encroach upon the existing utility easement located across the middle of the property (north side of former Lot 6).

On March 15, 2024, the City granted a Lot Line Adjustment to reflect the property owners' application to combine lots formerly known as Lot 5 and Lot 6. The new lot (now known as Lot 5A) includes a residence in the northern half and unimproved land in the southern half. A platted 10-foot utility easement exists between the two halves and will be encroached upon for the proposed steps and retaining wall. While the encroachment by the proposed retaining wall will be minimal, the proposed steps will encroach the easement by approximately 5-feet.

The applicants have obtained a response from Oklahoma Electric Cooperative and Cox Communications. AT&T Oklahoma was notified of this request but did not respond. The City and NUA have no facilities located in the easement to be encroached upon.

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") shall be responsible for the cost to install or repair any damages to the City's utilities or infrastructure caused by any excavation, piering or other construction activities conducted by the Owner Parties or their agents;
- The Owner Parties shall be required to apply for and receive any applicable permits prior to commencing work;
- 3. The Owner Parties shall be responsible for the cost the City and the NUA incurs to remove any steps, retaining wall, structure, paving, curb, landscaping, and/or any other item if needed to maintain or repair NUA facilities;
- The Owner Parties shall be hereby solely responsible for the cost to repair or replace any steps, retaining wall, structure, paving, curb, landscaping, or any other item after such repair;
- 5. The Owner Parties hereby waive and release any claims against the City and the NUA for any damages to the steps, retaining wall and related improvements caused by failure or repair and maintenance of the City's and the NUA's facilities within the easement area;
- Oklahoma Electric Cooperative does not oppose to the encroachment. Cox Communications responded that it has facilities in the area but has not objected to this request. AT&T Oklahoma was notified but provided no response or objection;
- 7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Cox Communications and AT&T Oklahoma for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and
- 8. Damages to Oklahoma Electric Cooperative, Cox Communications and AT&T Oklahoma 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 are 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 installation or 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-2425-1, for Council consideration.

## **CONSENT AGREEMENT AND COVENANT**

Consent to Encroachment No. EN-2425-1

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 5A, Block 4, Fountain View Addition, Section 1, City of Norman, Cleveland County, Oklahoma (4202 Farm Hill Road)

AND WHEREAS, the owner(s) of the above-described property requests that the proposed steps and retaining wall be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City and the NUA have been requested to consent in writing to the proposed steps and retaining wall being located at the requested location;

NOW, THEREFORE, the City of Norman and the NUA do hereby consent to said proposed steps and retaining wall being within and upon the 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, piering 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 steps, retaining wall, structure, paving, curb, 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 steps, retaining wall, structure, paving, curb, 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. Oklahoma Electric Cooperative does not oppose to the encroachment. Cox Communications responded that it has facilities in the area but has not objected to this request. AT&T Oklahoma was notified but provided no response or objection;
- 7. By encroaching on said easement, the Owner Parties release Oklahoma Electric Cooperative, Cox Communications and AT&T Oklahoma for any damages caused by any excavation by these utility companies for purposes of installing, maintaining or replacing the City's and the NUA's utility facilities within the easement area; and

Consent to Encroachment No. 2425-1 Page 2

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

The consent is limited to the proposed steps and retaining wall as indicated in the application being located within the 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 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 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 14th day of January, 2025.

|            | t | THE CITY OF NORMAN, OKLAHOMA |
|------------|---|------------------------------|
| ATTEST:    | 1 | Mayor                        |
| City Clerk | i | OWNER  By:  Jordan & Johnson |
|            |   | OWNER  By: Megan M Johnson   |

| Consent to Encroachment No. 2425-1 Page 3 |           |
|---|-----------|
| COUNTY OF CLEVELAND                       | )<br>) ss |
| STATE OF OKLAHOMA                         | ')        |

On this \_\_\_\_\_ day of January, 2025, before me personally appeared Jordan S. Johnson and \_\_\_\_\_\_ Megan M. Johnson, 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.



Salal Pucinias Notary Public

My Commission Expires: 1/25/2025

My Commission Number: 21001091

| Page 3              |           |
|---------------------|-----------|
| COUNTY OF CLEVELAND | )<br>) ss |
| STATE OF OKLAHOMA   | ) 55      |

On this <u>\$\sqrt{2}\$</u> day of January, 2025, before me personally appeared <del>Jordan S. Johnson and Megan M. Johnson, 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.</del>

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

Notary Public

My Commission Expires:  $\sqrt{25/2025}$ 

My Commission Number: 21001091

From: To: Monty Kernell Lisa Webb

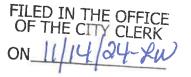
Subject: Date:

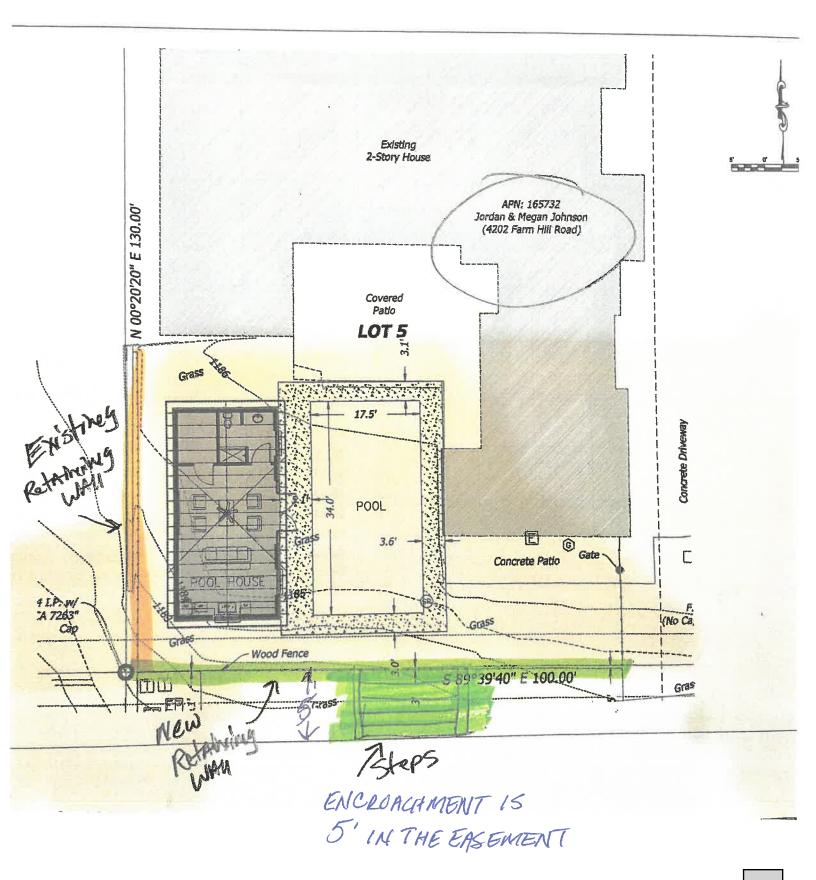
EXTERNAL EMAIL : Splash Me Pools Thursday, November 14, 2024 10:52:55 AM

Splash Me Pools

This is a letter to request "ENCROACHMENT" on the easement at 4202 farm hill rd. The request is for access to the lower part of the property that they have purchased, had replotted. We have personally talked with the utilities and they have said they have no reason to deni the request. So we would like to move forward and request for the variance please Thk you Monty Kernell Splash Me Pools 4054097460

Yahoo Mail: Search, Organize, Conquer







DATE: November 14, 2024

TO: Rick Knighton, Interim City Attorney

Scott Sturtz, Interim Director of Public Works

Ken Danner, Subdivision Manager

FROM: Brenda Hall, City Clerk

SUBJECT: Request for Consent to Encroachment No. 2425-1

I am in receipt of an encroachment request from Mr. Monty Kernell with Splash Me Pools, for permission to encroach on an easement located at 4202 Farm Hill Road, to add steps from the pool. 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 January 14, 2025 and the information must be received in my office by December 31, 2024. If there is a problem in meeting that timeframe, please advise.

llw Attachment





**TO:** Brenda Hall, City Clerk

**FROM:** Lora Hoggatt, Planning Services Manager

**DATE:** January 2, 2025

**SUBJECT:** Consent to Encroach No. 2425-1

Block 4, Lot 5A

Fountain View Addition Section 1

4202 Farm Hill Road

The lot located at the subject address has a platted 10' utility easement across the middle of the lot (formerly two lots). The owner is requesting consent to encroach into this platted easement with a stairs to allow access to the full lot. The impervious area for the lot will still be under the required maximum coverage of 65%. Staff will verify all coverage requirements with the building permit application.

Planning and Community Development Staff does not oppose the encroachment of this additional pavement.

cc: Jane Hudson, Planning Director Brenda Hall, City Clerk Jamie Meyer, Deputy City Clerk Sarah Encinias, Legal Admin Tech



DATE: December 12, 2024

TO: Beth Muckala, Assistant City Attorney

Ken Danner, Subdivision Development Manager FROM:

SUBJECT: Consent to Encroach No. 2425-1

Lot 5A, Block 4,

Fountain View Addition Section 1

4202 Farm Hill Road

Public Works/Engineering staff does not oppose the installation of a pedestrian sidewalk (steps) encroaching into a five-foot (5') utility easement to access the remainder of their lot. The utility companies should be held harmless in the course of maintaining their facilities if any are located within the utility easement. Letters received from the utility companies did not object to the encroachment. We have not received a response from AT&T and they have had sufficient time to respond.

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

Reviewed by: Scott Sturtz, Director of Public Works

cc: Brenda Hall, City Clerk

Chris Mattingly, Director of Utilities

## Ken Danner

From: Wes White <wwhite@okcoop.org>

Sent: Wednesday, November 20, 2024 8:09 AM

To: Ken Danner Cc: Jack Burdett

Subject: EXTERNAL EMAIL : RE: [External]Consent to Encroach request \_4202 Farm Hill Road

OEC has no objection to the consent to encroach request at 4202 Farm Hill Road. If you have any questions or need anything else, please let me know.

Thanks,

Wes

## **Wes White**

Manager of Field Design Oklahoma Electric

Cooperative

o: (405) 217-6617



www.okcoop.org

2520 Hemphill Dr | PO Box 1208

Norman, OK 73070













26 November 2024

City of Norman Development Center Public Works Dept., Engineering Div 225 N Webster Room 1500 Norman OK 73069 405-366-5458 Ken.danner@normanok.gov

Attn: Ken Danner

RE: Revocable Permit -Letter of No Objection for location at 4202 Farm Hill Rd, Norman, OK 73072.

Cox Communications has no objection to the City of Norman granting a revocable permit to construct and maintain retaining wall and steps that will impede into the utility easement. For the property located at 4202 Farm Hill Rd, Norman, OK 73072.

Please be advised that Cox Communications does have an underground and aerial 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 <u>ANY</u> 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 contact our office at 833-850-0590 or email OKCROW@cox.com.

Sincerely,

Mel Garner
Mel Garner

Mel Garner Cox Communications Land Use Agent 833-850-0590

Cox Communications, Inc., 2330 NW 10th St., Oklahoma City, Oklahoma 73107





Date:

January 2, 2025

To:

Brenda Hall, City Clerk

From:

Nathan Madenwald, Utilities Engineer

Subject:

Consent to Encroach 2425-01

(4202 Farm Hill Road – Block 4, Lot 5A, Fountain View Addition, Section I)

An existing platted utility easement lies along the south side of the subject property. The applicant is requesting encroachment into the east 10-foot utility easement for a stairway to the southern half of the property (formerly Lot 6).

An 8-inch waterline and an 8-inch sanitary sewer lines are located in the existing street right-of-way. No water or sewer facilities are located within the easement to be encroached upon.

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:

- 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

November 14, 2024 Consent to Encroachment No. 2425-1 Memo from City Clerk

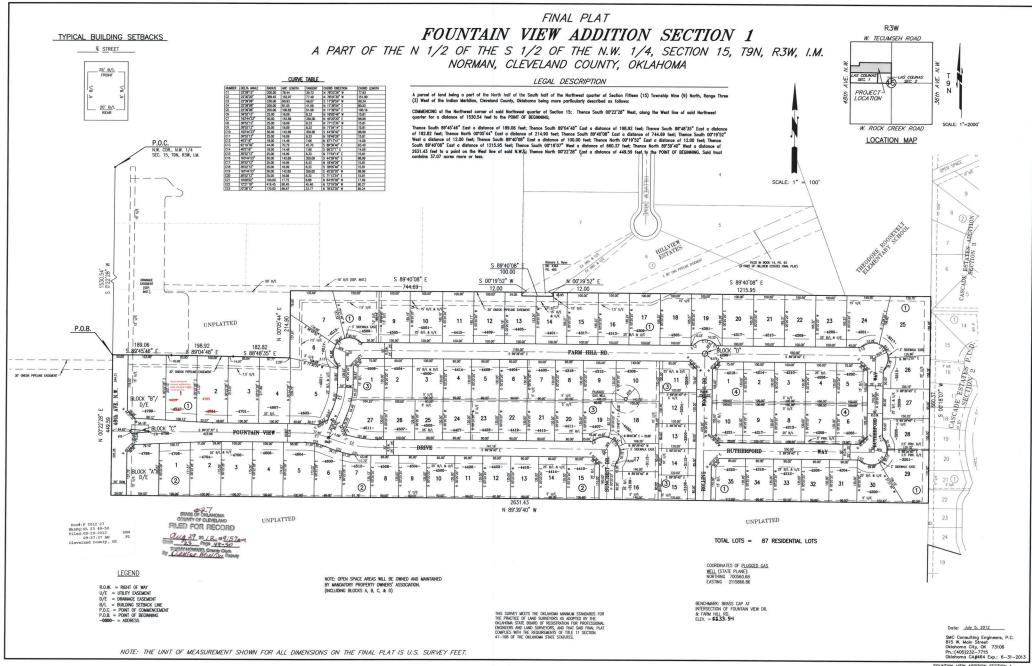
Final Plat - Fountain View Section I

CC:

Ken Danner Kathryn Walker Beth Muckala Sarah Encinias Chris Mattingly Utilities Folder







FOUNTAIN VIEW ADDITION SECTION 1
FINAL PLAT
SHEET 2 OF 2

## File Attachments for Item:

7. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-4 FINAL PLAT FOR SOONER KIA OF NORMAN, A SIMPLE PLANNED UNIT DEVELOPMENT, A REPLAT OF THE AMENDED PLAT FOR STIDHAM ADDITION NO. 1 (LOCATED AT 418 INTERSTATE DRIVE).



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 1/14/25

**REQUESTER:** Ken Danner, Subdivision Development Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-4 FINAL PLAT FOR SOONER KIA OF NORMAN, A SIMPLE PLANNED UNIT DEVELOPMENT, A REPLAT OF THE AMENDED PLAT FOR STIDHAM

ADDITION NO. 1 (LOCATED AT 418 INTERSTATE DRIVE).

### **BACKGROUND:**

This item is a final plat of Sooner Kia of Norman, a Simple Planned Unit Development, a Replat of the Amended Plat for Stidham Addition No. 1 located at 418 Interstate Drive.

City Council, at its meeting of April 28, 2024, approved Ordinance No. O-2324-49 placing this property in the SPUD, Simple Planned Unit Development and approved the preliminary plat of Sooner Kia of Norman, a Simple Planned Unit Development, a Replat of the Amended Plat for Stidham Addition No. 1. The owners are replatting to create one lot to construct a new Kia dealership.

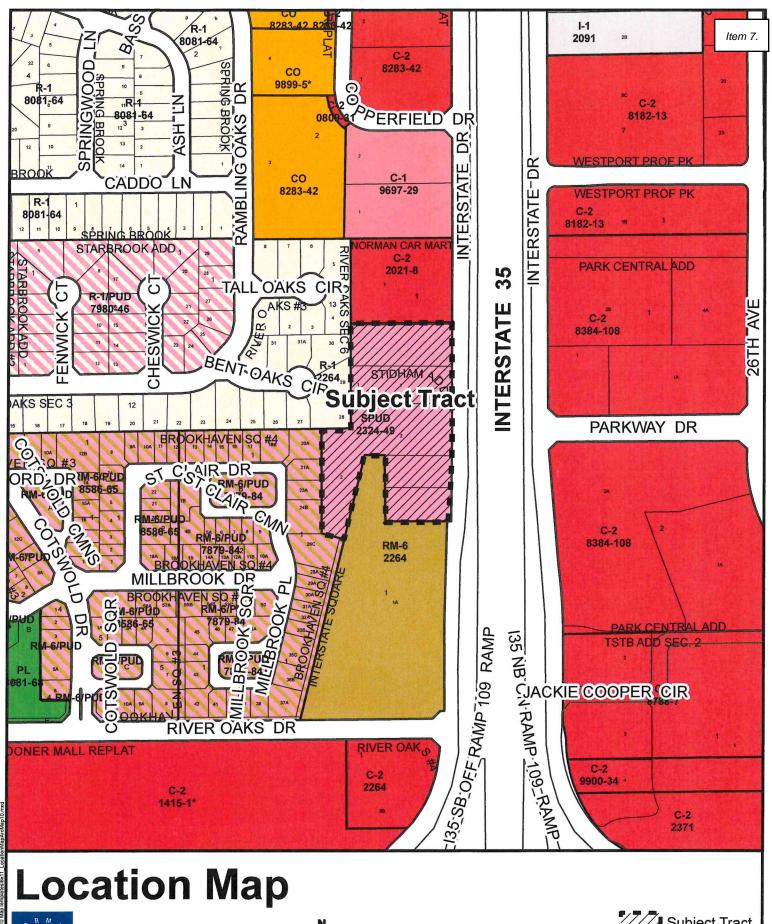
The Norman Development Committee, on December 20, 2024, reviewed and approved the program of public improvements, final site development plan and final plat of Sooner Kia of Norman, a Replat of the Amended Plat for Stidham Addition No. 1 and recommended submittal to City Council for consideration.

### **DISCUSSION:**

The owner has requested City Council approve the final site development plan and final plat of Sooner Kia of Norman, a Replat of the Amended Plat for Stidham Addition No. 1. Public improvements consist of sidewalks. Private improvements consist of a detention facility. The final plat is consistent with the approved preliminary plat.

### **RECOMMENDATION:**

Based upon the above information, staff recommends approval of the final plat and the filing of the final plat Sooner Kia of Norman, a Simple Planned Unit Development, a Replat of the Amended Plat for Stidham Addition No. 1 and authorize the Mayor to sign the final plat subject to bonding or installing sidewalks.





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

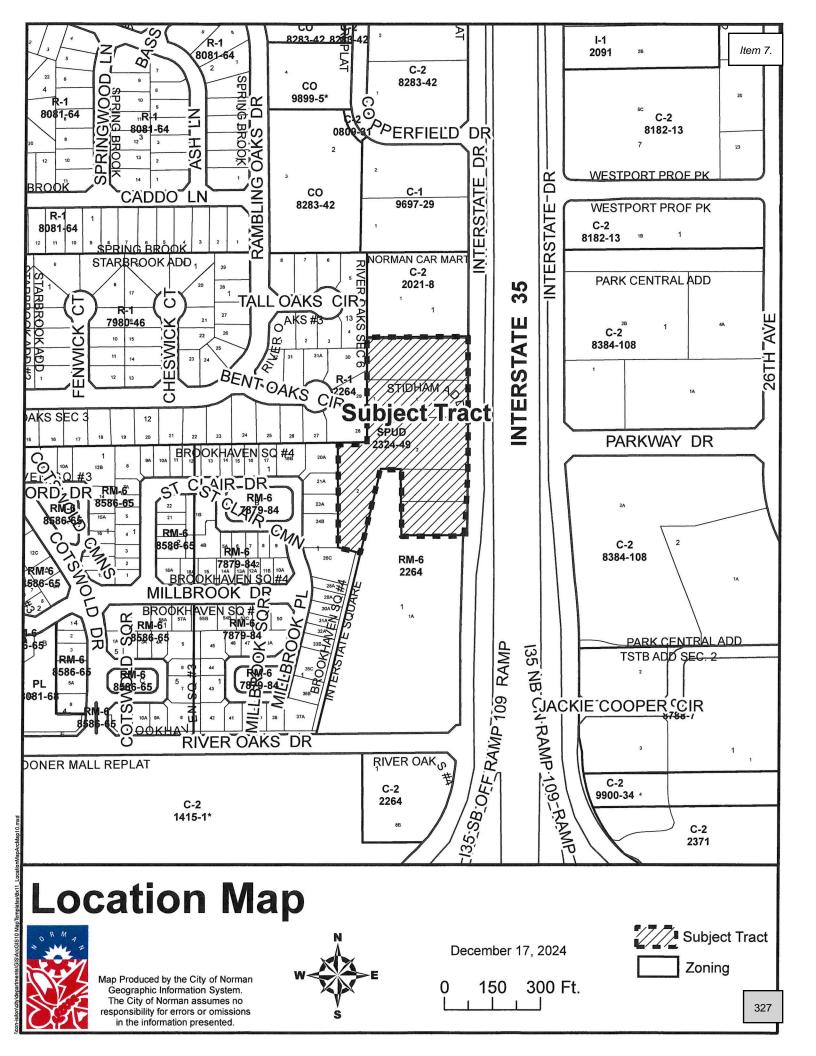


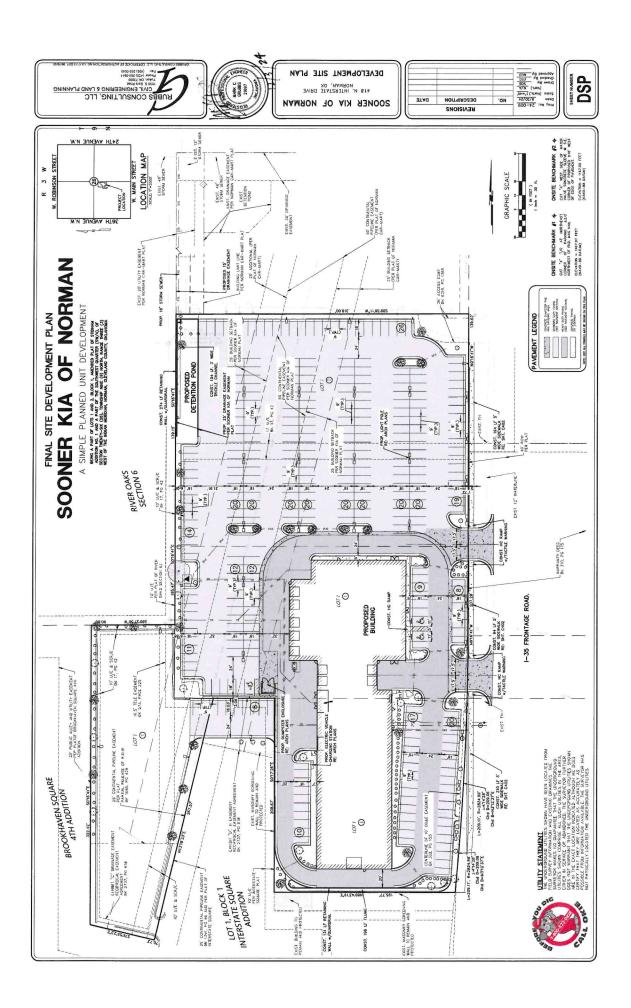
December 17, 2024

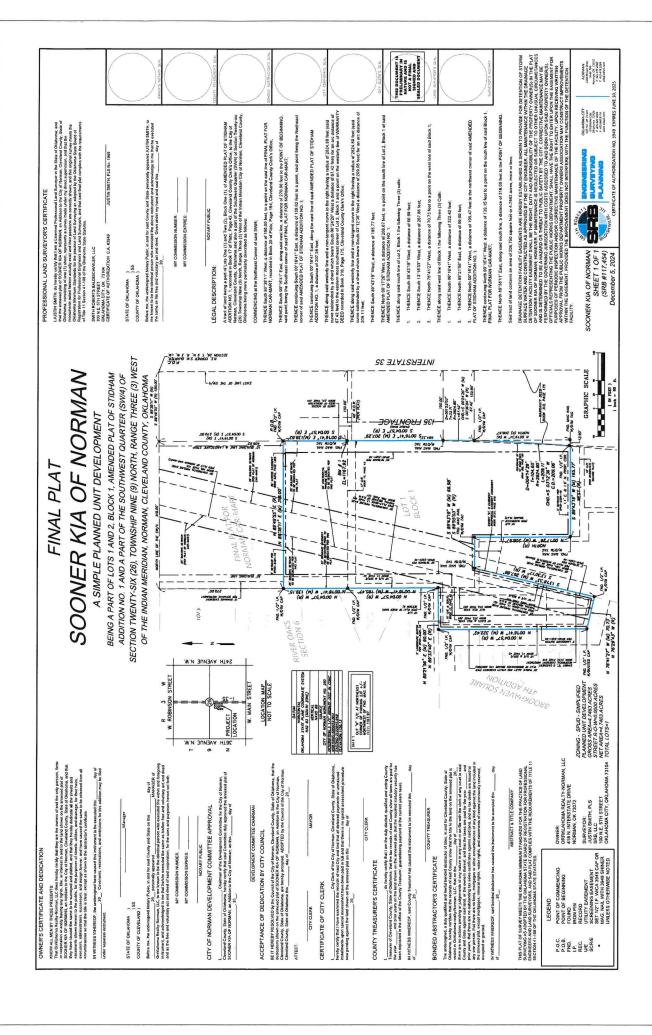
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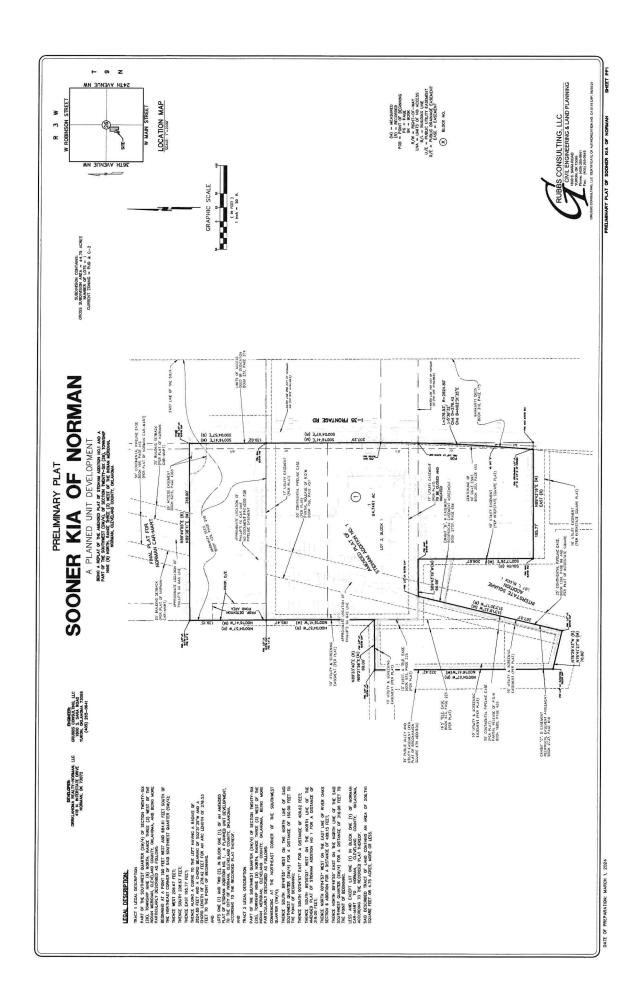


326









### **DEVELOPMENT COMMITTEE**

FINAL PLAT FP-2425-4 DATE:

December 20, 2024

### **STAFF REPORT**

ITEM: Consideration of a Final Plat for SOONER KIA NORMAN, A SIMPLE PLANNED UNIT DEVELOPMENT (A REPLAT OF AMENDED STIDHAM ADDITION NO. 1, A PLANNED UNIT DEVELOPMENT).

**LOCATION:** Located at 418 North Interstate Drive.

### **INFORMATION:**

- 1. Owner. Orrklahoma Reality-Norman, LLC.
- 2. <u>Developer</u>. Orrklahoma Reality-Norman, LLC.
- 3. Surveyor. SRB, Engineering Surveying and Planning.
- 4. Engineer. Grubbs Consulting, LLC.

### HISTORY:

- 1. October 21, 1961. City Council adopted Ordinance No. 1220 annexing this property into the Corporate City limits.
- 2. <u>January 23, 1962</u>. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
- 3. May 14, 1970. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in the C-2, General Commercial District and removed from A-2, Rural Agricultural District
- 4. May 14, 1970. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in RM-6, Medium Density Apartment District and removed from A-2, Rural Agricultural District.
- 5. <u>June 2, 1970</u>. City Council adopted Ordinance No. 2264 placing a portion of this property in the RM-6, Medium Apartment District and removing it from A-2, Rural Agricultural District.

- 6. <u>June 2, 1970</u>. City Council adopted Ordinance No. 2274 placing a portion of this property in C-2, General Commercial District and removing it from A-2, Rural Agricultural District.
- 7. <u>September 9, 1976</u>. Planning Commission, on a vote of 7-0, approved the preliminary plat for Stidham Addition No. 1.
- 8. <u>September 9, 1976</u>. Planning Commission, on a vote of 7-0, recommended to City Council that the final plat for Stidham Addition No. 1 be approved.
- 9. October 5, 1976. City Council approved the final plat for Sidham Addition, No. 1.
- 10. <u>February 2, 1977</u>. The final plat for Stidham Addition No. 1 was filed of record with the Cleveland County Clerk.
- 11. <u>June 14, 1979</u>. Planning Commission, on a vote of 9-0, recommended to the City Council that a portion of this property be placed in the RM-6 with Permissive Use for a Planned Unit Development and removed from RM-6, Medium Apartment District.
- 12. <u>June 14, 1979</u>. Planning Commission, on a vote of 9-0, approved the preliminary plat for Brookhaven Square Addition, a Planned Unit Development.
- 13. <u>July 3, 1979</u>. City Council adopted Ordinance No. O-7679-84 placing a portion of this property in the RM-6 with Permissive Use of a Planned Unit Development and removing it from RM-6, Medium Density Apartment District.
- 14. <u>June 8, 1995</u>. Planning Commission, on a vote of 4-2, recommended to City Council the placing of this property in the PUD, Planned Unit Development and removing it from C-2, General Commercial District and RM-6 with Permissive Use for a Planned Unit Development be denied.
- 15. <u>June 8, 1995</u>. Planning Commission, on a vote of 7-0, recommended to City Council that the Amended final plat for Stidham Addition No. 1 be rejected.
- 16. <u>July 13, 1995</u>. Planning Commission, on a vote of 8-0, recommended to City Council that the Amended final plat for Stidham Addition a Planned Unit Development be approved subject to City Council adopting Ordinance No. O-9495-56 placing this property in the Planned Unit Development and removing it from C-2, General Commercial District and RM-6 with Permissive Use for a Planned Unit Development.

- 17. <u>August 22, 1995</u>. City Council adopted Ordinance No. O-9495-56 placing this property in the PUD, Planned Unit Development and removing it from C-2, General Commercial District and RM-6, with Permissive Use for a Planned Unit Development..
- 18. <u>September 12, 1995</u>. City Council approved the Amended final plat for Stidham Addition, No. 1, a Planned Unit Development.
- 19. <u>December 11, 1995</u>. The Amended Plat of Stidham Addition No. 1, a Planned Unit Development was filed of record with the Cleveland County Clerk.
- 20. April 11, 2024. Planning Commission, on a vote of 8-0, recommended City Council approve a request to place this property in the SPUD, Simple Planned Unit Development and remove it from C-2, General Commercial District and PUD, Planned Unit Development.
- 21. April 11, 2024. Planning Commission, on a vote of 8-0, recommended to City Council closing a portion of a (17') seventeen-foot utility easement located in the southern portion of Lot 2, Block 1 of an Amended Plat of Stidham Addition No. 1, a Planned Unit Development.
- 22. <u>April 11, 2024</u>. Planning Commission, on a vote of 8-0 recommended to City Council that the preliminary plat for Sooner Kia Norman, a Simple Planned Unit Development (a Replat of Amended Stidham Addition, a Planned Unit Development) be approved.
- 23. May 28, 2024. City Council adopted Ordinance No. O-2324-49 placing this property in the SPUD, Simple Planned Unit Development and removing it from PUD, Planned Unit Development and C-2, General Commercial District.
- 24. May 28, 2024. City Council approved the preliminary plat of Sooner Kia of Norman, A Simple Planned Unit Development, a Replat of the Amended Plat for Stidham Addition No. 1.

### **IMPROVEMENT PROGRAM:**

- 1. Fire Hydrants. There are existing fire hydrants to serve the property.
- 2. <u>Permanent Markers</u>. Permanent markers will be installed prior to filing of the final plat.
- 3. <u>Sanitary Sewers</u>. There is an existing sanitary sewer main to serve the property.

- 4. Sidewalks will be constructed adjacent to Interstate Drive.
- 5. <u>Drainage</u>. A detention facility will be constructed on the western portion of the new parking lot.
- 6. Streets. Interstate Drive paving is existing.
- 7. Water Mains. Water main adjacent to Interstate Drive is existing.

### **PUBLIC DEDICATIONS:**

- 1. <u>Easements</u>. All required easements are dedicated to the City on the final plat.
- 2. Rights-of-Way. Right-of-way is existing.
- **SUPPLEMENTAL MATERIAL:** Copies of a location map, preliminary plat, final site development plan and final plat are attached.
- **ACTION NEEDED:** The engineer for the owner/developer has requested the Development Committee approve the program of public improvements, final site development plan and final plat and submit the final site development plan and final plat to City Council for consideration.

The property consist of 4.74 acres and one (1) lot.

The developer will construct a new automotive dealership structure on the property.

| DE             | PLICATION FOR Sooner Kia of Norman Date: VELOPMENT COMMITTEE TION  |                  | and the second s |            |
|----------------|--|------------------|--|------------|
| Par            | t I: To be Completed by Applicant:   |                  |  |            |
| 1.             | Applicant(s): Grubbs Consulting LLC  |                  |  |            |
|                | Signature of Applicant(s):   |                  |  | -          |
|                | Telephone Number and Address: 405-265-0641 1800 S. Sara Road Yukon, OK 73099   |                  |  |            |
| 2.             | Project Name and Legal Description: Sooner Kia of Norman Part of the SW/4, Section 26, T9N, R3W of the Indian Meridian, Cleveland County, Oklal  | ıoma             |  | -          |
| 3.             | Action Request of Development Committee: .It is requested that the Development Committee approve the program of public improvem and final plat for Sooner Kia of Norman and submit to the City Council for the approval o and final plat.  |                  |  | -          |
|                |  |                  |  | _          |
| Par            | t II: To Be Completed by Development Committee:  |                  |  |            |
| Dev            | velopment Committee Met on:  |                  |  |            |
| Th<br>th<br>p: | velopment Committee Findings:  ne engineer for the owners has requested the Development Come program of public improvements, final site development plat and submit the final site development plan and final plat and founcil for consideration. Public improvements consist of significant plan and final plan a | olan a<br>Lat to | nd fi<br>City  | inal<br>Z  |
| Dev            | velopment Committee Recommendations:   |                  |  | -          |
|                | Recommend to City Council the approval of the final site deand final plat.   | evelop           | ment   | _plan<br>- |
|                |  |                  |  | -          |
|                | Record of Acceptance:  | Yes              | No   |            |
| Dir            | ector of Public Works  Director of Planning  | _ 🏋              |  |            |
| Dir            | ector of Utilities  Dianning Services Manager  | _ <b>\</b>       |  |            |
| Cin            | Engineer Subdivision Development Manager   |                  |  |            |

### File Attachments for Item:

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY FOR CHANGE ORDER 1 AND FINAL ACCEPTANCE OF CONTRACT K-2324-4 AND FINAL PAYMENT OF \$23,003.28 FOR THE FYE 2024 BRIDGE MAINTENANCE PROGRAM.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT BY AND BETWEEN THE CITY OF NORMAN AND CIMARRON CONSTRUCTION COMPANY FOR CHANGE ORDER 1 AND FINAL ACCEPTANCE OF CONTRACT K-2324-4 AND FINAL PAYMENT OF \$23,003.28 FOR THE FYE 2024 BRIDGE

MAINTENANCE PROGRAM.

#### **BACKGROUND:**

In previous years, staff has bid out an annual project for maintenance on specific locations. Because of the success of the annual bridge maintenance program the average sufficiency rating of the City's bridge inventory has improved. As a result, staff has seen a proportional reduction in the scale of maintenance required at each individual location on most bridges in the City's inventory. In response, and with the intention to provide staff adequate flexibility to address maintenance issues city-wide, the FYE 2024 Bridge Maintenance Program bid was let as unit price contract modeled after other municipal bridge maintenance programs. Staff compiled a list of pay items, referenced the Oklahoma Department of Transportation (ODOT) average price index, and referenced the City's prior years' Bridge Maintenance unit prices to formulate a representative engineer's estimate. Contractors were asked to submit bids based on the pay items and quantities listed.

On June 22, 2023, the City of Norman received one (1) bid from Cimarron Construction Company in the amount of \$478,290.75. This bid was \$29,685.75 above the Engineer's Estimate of \$448,605. Staff carefully reviewed the bid and believed it to be competitive and represented a fair market price.

On July 25, 2023, City Council approved Contract K-2324-4 with Cimarron Construction Company for the FYE 2024 Bridge Maintenance Program in the amount of \$478,290.75 to perform routine bridge maintenance on various bridge locations in the City of Norman.

### **DISCUSSION:**

Cimarron Construction Company performed maintenance on the following eight (8) bridges located in various areas around the City:

| National Bridge Inventory (NBI) Number | LOCATION   |
|--|--|
| 30152                                  | 60 <sup>th</sup> Ave NW – 0.4 miles N of Tecumseh Road   |
| 20182                                  | Havenbrook St – 300' E of 36 <sup>th</sup> Ave NW        |
| 19584                                  | Willow Branch Rd – 0.1 miles N of West Main St           |
| 24966                                  | Crestmont St – 150' E of Merkle Drive                    |
| 12203                                  | W Brooks St – 0.1 miles E of Berry Road                  |
| 28743                                  | E. Rock Creek Rd – 0.4 miles E of Porter Avenue          |
| 25220                                  | E Constitution St – 0.3 miles W of US 77                 |
| 26487                                  | 48 <sup>th</sup> Ave NE – 0.3 miles E of Rock Creek Road |
| 20014                                  | 72 <sup>nd</sup> Ave SE – 0.6 miles N of SH9             |

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the thirty-two (32) bid items associated with the original bid, thirty (30) items have a quantity change. Ten (10) quantity changes resulted in increased cost, while twenty (20) quantity changes resulted in decreased cost for an overall decrease of \$18,225.07 or 3.81%. If approved, the overall contract will decrease from \$478,290.75 to \$460,065.68. Please see the attached Change Order 1 for a complete list of proposed bid item cost increases and decreases.

Funds for the final payment are available in the Capital Projects Fund, Bridge Maintenance Program, Construction (Account 50596687-46101; Project TC0254).

### **RECOMMENDATION 1:**

Staff recommends that Change Order 1, decreasing Contract K-2324-4 for the FYE 2024 Bridge Maintenance Program with Cimarron Construction Company, by \$18,225.07 (from \$478,290.75 to \$460,065.68) be approved.

### **RECOMMENDATION 2:**

Staff further recommends final acceptance of the FYE 2024 Bridge Maintenance Program, Contract K-2324-4, and final payment to Cimarron Construction Company be approved in the amount of \$23,003.28.

# CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: January 14, 2025

CONTRACT NO.: K-2324-4

SUBMITTED BY: Joseph Hill

PROJECT: Bridge Maintenance Program, FYE 2024 Locations

CONTRACTOR: Cimarron Construction Company.

3501 NE 63rd Street

Oklahoma City, Oklahoma 73121

Original Completion Date: June 30, 2024

Previous Completion Date: June 30, 2025

ORIGINAL CONTRACT AMOUNT \$ 478,290.75

(Decrease) this change order 216 Calendar Days

New Completion Date: November 26, 2024

PRESENT CONTRACT AMOUNT \$ 478,290.75

| DESCRIPTION              | INCREASE     | DECREASE       |
|--------------------------|--------------|----------------|
| Change in Pay Quantities | \$143,051.50 | (\$161,276.57) |

NET CHANGE

(\$18,225.07)

REVISED CONTRACT AMOUNT

\$460,065.68

See Detailed Quantity Change on Page 2 of 2:

|      |  | Chang    | ge Order   | No. 1                |                      |             |                  |                  |
|------|--|----------|------------|----------------------|----------------------|-------------|------------------|------------------|
| ITEM | DESCRIPTION                                    | UNIT     | QUANTITY   | QUANTITY<br>INCREASE | QUANTITY<br>DECREASE | UNIT PRICE  | COST<br>INCREASE | COST<br>DECREASE |
| 1    | Mobilization (1)                               | L.S.     | 1.00       |                      | -0.43                | \$22,775.75 |                  | -\$9,793.57      |
| 2    | Construction & Traffic Control (10,11,12)      | L.S.     | 1.00       | 8.50                 |                      | \$4,125.00  | \$35,062.50      |                  |
| 3    | Clear and Grub (2,3)                           | ACRE     | 1.00       | 1.00                 |                      | \$9,950.00  | \$9,950.00       |                  |
| 4    | Unclassified Excavation (2,3,8)                | C.Y      | 1000.00    | 215.00               |                      | \$46.00     | \$9,890.00       |                  |
| 5    | Borrow   | C.Y.     | 10.00      | 20.00                |                      | \$72.00     | \$1,440.00       |                  |
| 6    | Class A Concrete (9)                           | C.Y.     | 10.00      | 38.00                |                      | \$855.00    | \$32,490.00      |                  |
| 8    | Remove and Replace Curb and Gutter             | L.F.     | 120.00     |                      | -104.00              | \$77.00     |                  | -\$8,008.00      |
| 9    | Remove and Replace Sidewalk                    | S.Y.     | 50.00      | 4.00                 |                      | \$128.00    | \$512.00         |                  |
| 10   | Remove and Reconstruct Fence                   | L.F      | 50.00      |                      | -10.00               | \$84.00     |                  | -\$840.00        |
| 11   | Longitudinal Asphalt or Concrete Crack Sealing | L.F      | 300.00     | 693.00               |                      | \$34.00     | \$23,562.00      |                  |
| 12   | 5awcut Pavement                                | L.F.     | 150.00     | 110.00               |                      | \$6.00      | \$660.00         |                  |
| 13   | Concrete Flowable Fill                         | C.Y.     | 40.00      | 57.00                |                      | \$325.00    | \$18,525.00      |                  |
| 14   | Pneumatically Placed Concrete (Mortar)(15)     | S.Y.     | 10.00      |                      | -4.00                | \$780.00    |                  | -\$3,120.00      |
| 15   | Expansion Joint Repair                         | L.F.     | 100.00     |                      | -100.00              | \$535.00    |                  | -\$53,500.0      |
| 16   | Epoxy Resin Concrete Crack Sealing (16)        | L.F.     | 700.00     |                      | -446.00              | \$69.00     |                  | -\$30,774.0      |
| 17   | Concrete Repairs for Non-Driving Surfaces      | S.Y.     | 10.00      |                      | -10.00               | \$560.00    |                  | -\$5,600.00      |
| 18   | Remove and Reconstruct Guard Rail (2)          | L.F.     | 30.00      |                      | -25.00               | \$102.00    |                  | -\$2,550.00      |
| 19   | New Guardrail Extruder Terminal                | EA.      | 2,00       |                      | -2.00                | \$4,620.00  |                  | -\$9,240.00      |
| 20   | Type I Plain Rip Rap                           | Ton      | 1000.00    |                      | -47.00               | \$117.00    |                  | -\$5,499.00      |
| 21   | Type IA Filter Blanket                         | Ton      | 25.00      |                      | -25.00               | \$86.00     |                  | -\$2,150.00      |
| 22   | Filter Fabric (Rip Rap)                        | S.Y.     | 600.00     |                      | -57.00               | \$8.00      |                  | -\$456.00        |
| 23   | Slab Sod (4)                                   | S.Y      | 1500.00    |                      | -394.00              | \$9.00      |                  | -\$3,546.00      |
| 24   | Debris Removal (2,3)                           | Ton      | 60.00      | 137.00               |                      | \$80.00     | \$10,960.00      |                  |
| 26   | Sheet Piling                                   | S.F.     | 20.00      |                      | -20,00               | \$88.00     |                  | -\$1,760.00      |
| 27   | SP P.C. Beam Repairs                           | S.F.     | 5.00       |                      | -5.00                | \$140,00    |                  | -\$700.00        |
| 28   | 42 inch F Shaped Parapet (8-04E ODOT Detail)   | L.F.     | 30.00      |                      | -3.00                | \$169.00    |                  | -\$507.00        |
| 29   | Handrail Prep & Paint (14)                     | LF.      | 650.00     | 1                    | -52.00               | \$54.00     |                  | -\$2,808.00      |
| 30   | Bridge Deck Repair (Class A) (3,9)             | S.Y.     | 10.00      |                      | -10.00               | \$365,00    |                  | -\$3,650.00      |
| 31   | Bridge Deck Repair (Class B) (3,9)             | S.Y.     | 10.00      | 1                    | -9.00                | \$935.00    |                  | -\$8,415.0       |
| 32   | Dille D. L.D. L. (d) (d) (d)                   | . gyriii | 11114/dae. |                      | -8.00                | \$1,045.00  |                  |                  |
|      | Strage Sect Repair (E. 853 C) (5,5)            | 112/11   | RUCT "     | 4                    | -0.00                | \$1,043.00  |                  | -\$8,360.00      |
|      | Bridge Deck Repair (Class C) (3,9)             | ORPO     | RATE       | CO.                  | TOTALS               |             | \$143,051.50     | -\$161,276,5     |
|      |  | 1 280    | RAIG 3     | 8                    | DIFFERENCE           |             |                  | 25.07            |

| CONTRACTOR: Bon 9 Value IIII      | DATE: | 12/20/2  |
|-----------------------------------|-------|----------|
| ENGINEER: frank grang             | DATE: | - 1 - 1  |
| CITY ATTORNEY: Clisabeth Cluchala | DATE: | 12/20/20 |
| ACCEPTED BY; (Mayor)              | DATE: | <u> </u> |

### Signatory Notarization

| STATE OF Oklahoma, COUNTY OF Oklahoma, SS:   |
|--|
| Before me, the undersigned, a Notary Public in and for said Don E. Noble of the Cimarron       |
| Construction Co., its President, to me known to be the identical person(s) who executed        |
| the foregoing Change Order #1 for Contract K-2324-4 and acknowledged to me that they executed  |
| the same as their free and voluntary act and deed for the uses and purposes therein set forth. |

WITNESS my hand and seal this 20th day of December 2024.

My Commission Expires: 1-14-28

Notary Public:

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

### AFFIDAVIT

PO No.

2324-4

State of Oklahoma

1-14-28

| County of Oklahoma  | Invoice No. #6-Final Retainage  |
|---|---|
|   | Amount \$ <u>\$23,003.28</u>  |
|   | f the State of Oklahoma Title 62, Section 310.9, this form must by invoice over \$25,000.00 can be processed for payment.   |
| be completed and Submitted before an  | ly invoice over \$25,000.00 can be processed for payment.   |
| claim is true and correct and that (s)h<br>Contract. Affidavit further states tha<br>accordance with the plans, specification<br>has made no payment, given, or donate<br>to any elected official, officer or emp | lawful age, being duly sworn, on oath says that this invoice or se is authorized to submit the invoice pursuant to an approved at the work as shown by this invoice have been completed in ons furnished the Affidavit. Affidavit further states that (s)he ed or agreed to pay, give or donate, either directly or indirectly, sloyee of the City of Norman, or money or any other thing of the or procure award of this Contract order pursuant to which an |
| Cimarron Construction Company   | Company Name  |
| 1   | Company Name  |
| for Hickory   | Contractor  |
| 4   | By: Architect, Contractor, Supplier,  |
| Official  | Engineer or Supervisory   |
| Subscribed and sworn to before me thi   | day of December Mo 24  # 0800056  EXP. 01114128  Notary Public  |
|   | (or officer having power and minister oaths)  |
| My Commission Expires:  | THE OF OK MINING  |

### best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with Contract Documents, and 437,062.40 Application is made for Payment, as shown below, in connection with the Contract. The 478,290.75 478,290.75 460,065.68 460,065.68 23,003.28 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies to the City that to the amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 6 - Final Retainage present status of the account for this Contract is as follows: 69 TOTAL COMPLETED AND STORED TO DATE APPLICATION NO. LESS PREVIOUS CERTIFICATES FOR TOTAL EARNED LESS RETAINAGE TO: 12-5-24 ORIGINAL CONTRACT SUM CONTRACT SUM TO DATE Net Change by Change Orders ENGINEER/OWNER BID 2324-4 BRIDGE MAINTENANCE PROJECT, FYE 2024 LOCATIONS 12/5/24 RETAINAGE 0% **PAYMENT** CONTRACTOR: Cimarron Construction Company BY: Date: Change Orders approved in previous ADDITIONS \$ DEDUCTIONS \$ 23,003.28 APPLICATION DATE: 12-5-24 ENGINEER: City of Norman PERIOD FROM: 11-27-24 APPLICATION AND CERTIFICATE FOR PAYMENT <del>69</del> Thehules TOTALS TOTAL CHANGE ORDER SUMMARY Net change by Change Orders to payment of the AMOUNT TO: CITY OF NORMAN Subsequent Change Orders Approved shown herein is now due. CONTRACTOR: (Date) BN months by Owner INSPECTOR: LOCATION: Number BY:

To: Re:

CITY OF NORMAN STREETS DIV. BID 2324-4 BRIDGE MAINTENANCE PROJECT, FYE 2024 LOCATIONS

Location: Retainage- Final Invoice

Work Completed Through:

12/5/2024

#6 12/5/2024

PAY ESTIMATE: DATE:

APPLICATION AND CERTIFICATE FOR PAYMENT

| BAS<br>Mobi | Description                                 | Unit | Estimated<br>Quantity | Unit Price  | Estimated<br>Contract Value | Quantity This Estimate | Previous Estimated<br>Quantity | Quantity to Date | Percent<br>Complete | Value of Work this<br>Estimate | Value of Work to Date |
|-------------|---|------|-----------------------|-------------|-----------------------------|------------------------|--------------------------------|------------------|---------------------|--------------------------------|-----------------------|
|             | BASE BID                                    |      |                       |             |                             |                        |                                |                  |                     |                                |                       |
|             | Mobilization                                | sl   | *                     | \$22,775.75 | \$22,775,75                 | 0,15                   | 0 42                           | 0.57             | 21%                 | \$3,416.36                     | \$12,982.18           |
|             | Construction & Traffic Control              | s    | -                     | \$4,125.00  | \$4,125.00                  | 1.50                   | 8.00                           | 9:20             | 820%                | 86,187.50                      | \$39,187.50           |
| 3 Clean     | Clear and Grub                              | асте | 1                     | 00 056'68   | \$9,950,00                  | 0.75                   | 1.25                           | 2.00             | 200%                | \$7,462.50                     | \$19,900.00           |
| 4 Uncl      | Unclassified Excavation                     | ٥    | 10001                 | \$46.00     | \$46,000.00                 | 245,00                 | 00'026                         | 1215,00          | 122%                | \$11,270,00                    | \$55,890.00           |
| 5 Волом     | MO  | ò    | 01                    | \$72.00     | \$720,00                    | 25.00                  | 2.00                           | 30.00            | 300%                | 00.008,18                      | \$2,160.00            |
| 6 Class     | Class "A" Concrete (3500psi)                | ۵    | 01                    | \$855.00    | \$8,550.00                  |                        | 48.00                          | 48.00            | 480%                | 20.00                          | \$41,040.00           |
| 7 Class     | Class "C" Concrete                          | ò    | 10                    | \$460.00    | \$4,600.00                  | 5.00                   | 9.00                           | 10,00            | %0III               | \$2,300.00                     | \$4,600.00            |
| 8 Remo      | Remove and Replace Curb and Gutter          | JI.  | 120                   | \$77.00     | \$9,240.00                  |                        | 16.00                          | 16.00            | 13%                 | 80.00                          | \$1,232.00            |
| 9 Remo      | Remove and Replace Sidewalk                 | sy   | 50                    | \$128.00    | \$6,400,00                  | 00'81                  | 36.00                          | 54,00            | 108%                | \$2,304.00                     | \$6,912.00            |
| 10 Remo     | Remove and Reconstruct Fence                | JI.  | 50                    | \$84,00     | \$4,200,00                  |                        | 40.00                          | 40.00            | %08                 | 20.00                          | \$3,360.00            |
| 11 Long     | Longitudinal Asphalt or Concrete Crack Seal | 31   | 300                   | \$34,00     | \$10,200.00                 |                        | 993.00                         | 993.00           | 331%                | 00 08                          | \$33,762.00           |
| 12 Sawc     | Sawcai Pavement                             | If   | 150                   | \$6.00      | \$300.00                    | 37,00                  | 223,00                         | 260,00           | 173%                | \$222.00                       | \$1,560.00            |
| 13 Cond     | Concrete Flowable Fill                      | ςλ   | 40                    | \$325.00    | \$13,000.00                 | 24.00                  | 73,00                          | 00'26            | 243%                | 87,800.00                      | \$31,525.00           |
| 14 Poour    | Pocumatically Placed Concrete (Mortar)      | sy   | 10                    | \$780.00    | \$7,800.00                  |                        | 00'9                           | 00.9             | %09                 | \$0.00                         | \$4,680.00            |
| 15 Expa     | Expansion Joint Repair                      | Iſ   | 100                   | \$535.00    | \$53,500.00                 |                        | 00'0                           | 00'0             | %0                  | 80.00                          | \$0.00                |
| 16 Epox     | Epoxy Resin Concrete Crack Sealing          | JĮ.  | 700                   | \$69.00     | \$48,300.00                 | 100.00                 | 154,00                         | 254.00           | 36%                 | 00.006,98                      | \$17,526.00           |
| 17 Cond     | Concrete Repairs For Non-Driving Surfaces   | sy   | 10                    | \$560.00    | \$5,600.00                  |                        | 00'0                           | 00:0             | %0                  | 80.00                          | 80.00                 |
| 18 Remo     | Remove and Reconstruct Guard Rail           | IF.  | 30                    | \$102,00    | \$3,060.00                  |                        | 2.00                           | 2.00             | 17%                 | 00.00                          | \$510.00              |
| 19 New      | New Guardrail Extruder Terminal             | 8    | 2                     | \$4,620.00  | \$9,240.00                  |                        | 00'0                           | 00.00            | %0                  | 00.08                          | \$0.00                |
| 20 Type     | Type I Plain Rip Rap                        | ton  | 1000                  | \$117.00    | \$117,000.00                | 00'111                 | 842.00                         | 953.00           | %56                 | \$12,987.00                    | \$111,501.00          |
| 21 Type     | Type IA Filter Blanket                      | ton  | 25                    | 286.00      | \$2,150.00                  |                        | 00.0                           | 00:0             | %0                  | 80.00                          | 80.00                 |
| 22 Filter   | Filter Fabric (Rip Rap)                     | sy   | 009                   | \$8.00      | \$4,800.00                  | 75.00                  | 468.00                         | 543.00           | %16                 | \$600.00                       | \$4,344.00            |

Continued on Page #2

| 23   Slab Sod                   |                                       |              |      |                    | Contract value |                | Quantity |                         | Company   | Estimale    |               |
|---------------------------------|---------------------------------------|--------------|------|--------------------|----------------|----------------|----------|-------------------------|-----------|-------------|---------------|
|                                 |                                       |              |      |                    |                |                |          |                         |           |             |               |
|                                 |                                       | śs           | 1500 | 89.00              | \$13,500.00    | 358,00         | 748.00   | 1106.00                 | 74%       | \$3,222.00  | 59,954.00     |
|                                 | al                                    | ton          | 09   | \$80.00            | \$4,800.00     | 29.00          | 168.00   | 197.00                  | 328%      | \$2,320.00  | \$15,760.00   |
|                                 | Remove Debris From Inlets/Deck Drains | 8            | 9    | 8300.00            | \$1,800.00     |                | 00.9     | 00 9                    | 100%      | \$0.00      | 00 008'18     |
|                                 |                                       | Js.          | 20   | \$88.00            | \$1,760.00     |                | 00:00    | 00 0                    | %0        | \$0.00      | 80.00         |
|                                 | Repairs                               | Js.          | S    | \$140.00           | \$700.00       |                | 00:00    | 00.0                    | %0        | 80.00       | 80.00         |
|                                 | Parapet                               | J.           | 30   | \$169.00           | \$5,070,00     |                | 27,00    | 27.00                   | %06       | 00.08       | \$4,563.00    |
|                                 | & Paint                               | JI           | 650  | \$54.00            | \$35,100.00    | 192.00         | 406.00   | 598.00                  | 95%       | \$10,368.00 | \$32,292.00   |
|                                 | Bridge Deck Repair (Class A)          | sy           | 01   | 00'5988            | \$3,650.00     |                | 00 0     | 00'0                    | %0        | 20.08       | 80.00         |
|                                 | Bridge Deck Repair (Class B)          | ńs           | 10   | \$935.00           | \$9,350.00     |                | 1.00     | 1,00                    | %01       | 80.00       | \$935.00      |
| 32 Bridge Deck Repair (Class C) | epair (Class C)                       | έs           | 10   | \$1,045.00         | \$10,450.00    |                | 2.00     | 2,00                    | 20%       | 80.00       | \$2,090,00    |
|                                 |                                       |              |      |                    |                |                |          |                         |           |             |               |
|                                 |                                       |              |      | Total Base         | \$478,290.75   |                |          |                         | 96.19% \$ | s 79,159,36 | \$ 460,065.68 |
|                                 |                                       |              |      | M                  |                |                |          |                         |           |             |               |
|                                 |                                       | •            |      | Previous Estimates |                | Payment Amount | EA       | EARNING TO DATE         |           | 32,051,973  | \$460.065.68  |
|                                 | Original Contract Amount              | \$478,290,75 |      | Pay Estimate #1    |                | \$34,671.00    | LESS     | LESS 0.00% RETAINAGE    |           | \$0.00      | \$0.00        |
|                                 | Change Orders                         | 00'05        |      | Pay Estimate #2    |                | \$32,629.45    | LESS PI  | LESS PREVIOUS ESTIMATES | -c 1      |             | -\$437,062.40 |
|                                 | New Contract Amount                   | \$478,290.75 |      | Pay Estimate #3    |                | \$71,311.82    |          |                         |           |             |               |
|                                 | Contract Amendments                   | \$6.00       |      | Pay Estimate #4    |                | \$223,248.73   |          | Total Due this Estimate | timate    |             | \$23,003,28   |
|                                 | Current Contract Amount               | \$478,290.75 |      | Pay Estimate #5    |                | \$75,201.40    |          |                         | ,         |             |               |
|                                 |                                       |              |      | Total Due to Date  |                | \$437,062.40   |          |                         |           |             |               |

### File Attachments for Item:

9. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-27, CONTRACT K-2425-74 BY AND BETWEEN: THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$248,980, PERFORMANCE BOND B-2425-37, STATUTORY BOND B-2425-38, AND MAINTENANCE BOND MB-2425-25 FOR THE IMHOFF ROAD WIDENING — CRIMSON FLATS CONSTRUCTION PROJECT; RESOLUTION R-2425-73 GRANTING TAX EXEMPT STATUS; AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 1/14/2025

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

PRESENTER: Scott Sturtz, Public Works Director

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL,

ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2425-27, CONTRACT K-2425-74 BY AND BETWEEN: THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$248,980, PERFORMANCE BOND B-2425-37, STATUTORY BOND B-2425-38, AND MAINTENANCE BOND MB-2425-25 FOR THE IMHOFF ROAD WIDENING — CRIMSON FLATS CONSTRUCTION PROJECT; RESOLUTION R-2425-73 GRANTING TAX EXEMPT STATUS: AND BUDGET TRANSFER AS

OUTLINED IN THE STAFF REPORT.

### **BACKGROUND:**

On 11/14/23, Norman City Council entered into a Disposition and Development Agreement (DDA) with Milestone Property Development, LLC to sell real property located on the northeast corner of Imhoff Road and Oakhurst Avenue, to be developed as an affordable housing development ("Crimson Flats"). The City is utilizing both federal American Recovery Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) funds and local funds for the project. As part of the DDA, the City agreed to complete certain site work and public improvements to the property, in an amount not to exceed \$500,000. The City was able to re-allocate available local funding from a previously completed project for this purpose.

One of the public improvements identified to be completed using this funding was the widening of Imhoff Road, which abuts the development to the south. The City contracted with SMC Consulting Engineers, P.C. on April 23, 2024 (K-2324-175) to complete the engineering for the public infrastructure and improvements, which included professional services related to the Imhoff Road widening portion of the project.

#### DISCUSSION:

The proposed agenda item is a construction contract with Silver Star Construction, Inc. for the Imhoff Road Widening – Crimson Flats Project.

Bid documents and specifications for the construction of the Imhoff Road Widening – Crimson Flats Project were advertised in accordance with State Law. Nine (9) potential contractors and sub-contractors acquired plans and specifications. Three (3) bids were received on Thursday, December 12, 2024.

The low bidder is Silver Star Construction, Inc., of Moore, Oklahoma, with a total bid of \$248,980. This total bid is \$53,013.00 or 27.1% over the Engineer's Estimate. City staff and the design consultant, SMC, have performed a comparative analysis of these bids and believes the low bid is competitive and represents a fair bid. Silver Star Construction, Inc. has completed several similar construction projects in Norman and surrounding cities and has met the bidding requirements set forth in the bid documents. Therefore, SMC and City staff recommend accepting Silver Star's Bid of \$248,980.

This project will be the last remaining construction project needed to satisfy the City's contract requirement to complete \$500,000 of site work and public improvements. To ensure the City can meet its \$500,000 obligation without exceeding that amount, any remaining allocated funds will be used to offset permit or connection fees.

Funding is available for this portion of the project, but will require a transfer of \$248,980 from Imhoff & Oakhurst Property Preparation, Land (Account 50193365-46001; Project BG0091) to Imhoff & Oakhurst Property Preparation, Construction (Account 50193365-46101' Project BG0091).

If awarded, the construction project is expected to start in early 2025. Per the contract documents, the project has a 60 day construction duration.

### **RECOMMENDATION 1:**

City staff recommends the transfer of \$248,980 as noted above.

#### **RECOMMENDATION 2:**

City staff further recommends that Bid 2425-27 for the Imhoff Road Widening – Crimson Flats Project be awarded to the low bidder, Silver Star Construction, Inc. of Moore, Oklahoma in the amount of \$248,980.

### **RECOMMENDATION 3:**

City Staff further recommends that, upon approval of the award of Bid 2425-27, the following contracts and bonds be approved:

Contract K-2425-74
Performance Bond B-2425-37
Statutory Bond B-2425-38
Maintenance Bond MB-2425-25

### **RECOMMENDTION 4:**

City Staff further recommends that, upon approval of Bid 2425-27, Silver Star Construction, Inc. be authorized and appointed as Project Agent via Resolution R-2425-73 to avoid the payment of sales tax on materials purchases related to the project.

Reviewed by: Scott Sturtz, Director of Public Works

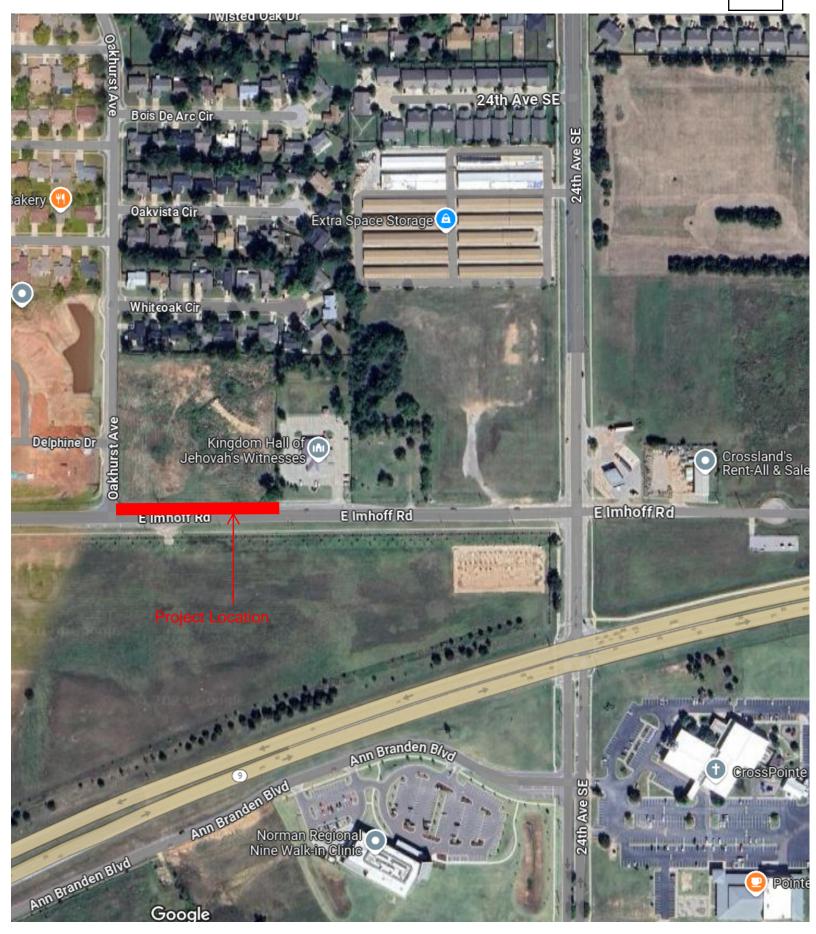
Clint Mercer, Chief Accountant

Anthony Francisco, Director of Finance

Jane Hudson, Dir. of Planning and Comm. Development

Rick Knighton, Interim City Attorney

Darrel Pyle, City Manager





Consulting Engineers, P.C. 815 West Main Oklahoma City, OK 73106 405-232-7715 FAX 405-232-7859 www.smcokc.com

Civil Engineering Land Development Storm Water Management

Terence L. Haynes Christopher D. Anderson Muhammad A. Khan December 17, 2024

Mr. Paul D'Andrea, P.E. Capital Projects Engineer City of Norman Development Center 225 North Webster Avenue Norman, OK 73069

RE: Bid 2425-27 Imhoff Road Widening - Crimson Flats

Dear Paul:

Enclosed is the Bid Tabulation from the bid letting held on December 12, 2024 for the above referenced project. The bids all appear to be in order and it is recommended to award the contract for this project to the low bidder, Silver Star Construction Company in the amount of \$248,980.00.

Please call if you have any questions or comments regarding the above.

Sincerely,

SMC Consulting Engineers, P.C.

Christopher D. Anderson, P.E.

### Bond No. 87C239431

### STATUTORY BOND

| Know all men by these presents that and The Ohio Casualty Insurance Company organized under the laws of the State of New Has State of Oklahoma, as Surety, are held and Two Hundred Forty-Eight Thousand Nind Hundred Eight payment of which sum PRINCIPAL and SUR successors and assigns jointly and severally.       | impshire , an firmly bound unto the nt and no/100 DOLLARS  | d authorized to transace<br>State of Oklahoma<br>(\$_248,980.00   | a corporation of business in the in the sum of                        |
|--|--|---|---|
| WHEREAS, the conditions of this obligate Bidder on the following PROJECT:  | tion are such, that the PR   | INCIPAL, being the l  | owest and best  |
| BID 2425-27– IMHOFF ROAD WIDEN<br>OAI  | NING – CRIMSON FLA<br>KHURST AVENUE  | ATS, IMHOFF ROA   | D EAST OF   |
| has entered into a written CONTRACT ( <u>K-242</u> , 20, for the erection are incorporated herein by reference as if fully set   | d construction of this   |   |   |
| NOW, THEREFORE, if the PRINCIPAL PROJECT in accordance with the CONTRAC labor and materials and repairs to and parts for incurred by the PRINCIPAL, his subcontract Otherwise this obligation shall remain in full for the same becomes due and payable, the person this Bond, subject to the provisions of 61 O.S. S. | equipment furnished in ors, or any material me ree and effect. If debts an firm, or corporation er | ruly pay all indebtedre<br>the making of the PRom, then this obligation<br>are not paid within thirt<br>titled thereto may such   | ness incurred for OJECT, whether in shall be void. by (30) days after |
| It is further expressly agreed and underst<br>CONTRACT and no deviations from the pla<br>releasing the SURETIES, or any of them, from  | n or mode of procedure   | herein fixed shall ha   |   |
| It is further expressly agreed that the Printhan the prevailing hourly rate of wages as estal and by the Secretary of the U.S. Department of   | olished by the Commission  | oner of Labor of the St   |   |
| IN WITNESS WHEREOF, the PRINCIPA corporate seal (where applicable) to be here 19th day of December, 2024, and the and its corporate seal to be hereunto affixed December, 2024.  (Corporate Seal) (where applicable)  ATTEST  Corporate Secretary (where applicable)   | unto affixed by its duly SURETY has caused the d by its authorized re  Principal Signed:  Title:   | authorized represents to be executed at a second represents to be executed at a second representation | tative(s), on the cuted in its name 9th day of                        |
|  | CAHOMIT OF THE   | Moore, OK 73160   |   |
| *au <sub>n</sub>   | Telephone Telephone  | 2:  | ***************************************                               |
| (Corporate Seal) (where applicable)  | Surety: _  | he Ohio Casualty Insuranc   | e Company   |
|  |  | Statutory Bond  | No. B-2425-38   |

| ATTEST:   | Signed: Representative  |
|---|---|
| Wiff -  | •   |
|   | Printed: Russell Hollingsworth  Authorized Representative             |
|   | *   |
|   | Title: Attorney-in-fact   |
|   | Address: 201 N Grand Ave., Ste. 100, Enid, OK 73701                   |
|   | Telephone: 580-233-2000   |
| CORPORATE ACKNOY  | VLEDGEMENT  |
| STATE OF Oklahoma )   |   |
| ) ss:   |   |
| COUNTY OF Cleveland )   |   |
| The foregoing instrument was acknowledged before 20, byTim Caudle President           | me this 23 <sup>ro</sup> day of <b>Clubbes</b> , (Name and Title), of |
| Silver Star Construction Company, Inc a(n) corporation, on behalf of the corporation. |   |
|   |   |
| WITNESS my hand and seal this 23rd day of   | elember, 20 24  |
|   | Omber Havis Notary Public   |
| My Commission Expires:  | AMBER HARRIS  |
|   | SEAL NOTARY PUBLIC  |
| INDIVIDUAL ACKNOV   | STATE OF UNLAHOWA   |
| STATE OF)   |   |
| COUNTY OF) ss   |   |
| The foregoing instrument was acknowledged before me by(Name and                       |   |
| a(n) corporation.   |   |
| WITNESS my hand and seal this day of _  | , 20  |
|   | Notary Public   |
| Mr. Commission Fundament  |   |
| My Commission Expires:  | Statutory Bond No. B-2425-38<br>Page 2 of 3                           |

### PARTNERSHIP ACKNOWLEDGEMENT

| STATE OF)  |                              |      |
|--|------------------------------|------|
| COUNTY OF) ss:   |                              | · ·  |
| The foregoing instrument was acknowledged before by (Name (partner/agent) on behalf of | me this day of<br>and Title) | , 20 |
| (partner/agent) on behalf of   | a partnership.               |      |
| WITNESS my hand and seal this day of   | , 20                         |      |
| M. Coming Francisco  | Notary Public                |      |
| My Commission Expires:   |                              |      |
| CITY OF NORMAN   |                              |      |
| Approved as to form and legality this day of   | , 20                         |      |
| Approved by the Council of the City of Norman this                                     | City Attorney                | 20   |
| Approved by the Council of the City of Norman this                                     | day or                       |      |
| ATTEST:  |                              |      |
| City Clerk   | Mayor                        |      |

Statutory Bond No. B-2425-38 Page 3 of 3

#### This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205605 - 986746

### POWER OF ATTORNEY

|   | KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos |  |  |  |  |
|---|--|--|--|--|--|
|   | all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance  |  |  |  |  |
|   | of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.   |  |  |  |  |
|   | IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May 2021.   |  |  |  |  |
|   | Liberty Mutual Insurance Company   |  |  |  |  |
|   | The Ohio Casualty Insurance Company  |  |  |  |  |
|   | West American Insurance Company  |  |  |  |  |
| ιά  |  | ωĒ   |  |  |  |
| ntees   | TO WOIAND TO BY:   | S G  |  |  |  |
| ant   | David M. Carey, Assistant Secretary  | Attorney (POA) verification inquiries or email HOSUR@libertymutual.com |  |  |  |
|   | State of PENNSYLVANIA SS   | 트  |  |  |  |
| ğ B   | County of MONTGOMERY 33  | <u>₹</u>   |  |  |  |
| alue  | On this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance   | <u> </u>   |  |  |  |
| letter of credit<br>lual value guar                                       | Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  | @ e.i.   |  |  |  |
| lett  | increase contained by signing on behalf of the corporations by nimsen as a duty additionated officer.  |  |  |  |  |
| ر<br>اقر  | N WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  |  |  |  |  |
| oal   | Commonwealth of Pennsylvania - Notary Seal   | 근  |  |  |  |
| o o   | Teresa Pastella, Notary Public   | 9.6  |  |  |  |
| te of   | Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025  By: Leresa Pastella   | tor  |  |  |  |
| , a   | Commission number 1126044  Member, Pennsylvania Association of Notaries  Teresa Pastella, Notary Public  | A S  |  |  |  |
| age<br>est  | DARY PUBLI   | P 04   |  |  |  |
| te di   | This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual  | ₹6   |  |  |  |
| ნ.⊑   | Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:  |  |  |  |  |
| # S   | ARTICLE IV - OFFICERS: Section 12. Power of Attorney.  | ٥٥   |  |  |  |
| ロ >   | Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety   | and/or Power of 11 610-832-8240  |  |  |  |
| Not valid for mortgage, note, loan, currency rate, interest rate or resid | any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall  | 7 0  |  |  |  |
| re<br>re  | have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such   | For bon  |  |  |  |
| ž 3   | have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  |  |  |  |  |
|   | provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  | 正言   |  |  |  |

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December







Renee C. Llewellyn, Assistant Secretary

### PERFORMANCE BOND Bond No. 87C239431

| Know all men by these presents, that Silver Star C                                    | onstruction Company, Inc       | _as PRINCIPAL,       |
|---|--------------------------------|----------------------|
| and The Ohio Casualty Insurance Company   | Corpo                          | oration organized    |
| under the laws of the State of New Hampshire  | and authorized to transact bu  | isiness in the State |
| of Oklahoma, as SURETY, are held and firmly bound                                     | nd unto THE CITY OF NORM       | MAN, a Municipal     |
| Corporation of the State of Oklahoma,   | herein called CITY, in         | the sum of           |
| Two Hundred Forty-Eight Thousand Nind Hundred Eight and no/100 $\underline{DOLLARS},$ | (\$_248,980.00), for the p     | payment of which     |
| sum PRINCIPAL and SURETY bind themselves, t   | heir heirs, executors, adminis | trators, successors  |
| and assigns jointly and severally.  |                                |                      |

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

### BID 2425-27- IMHOFF ROAD WIDENING - CRIMSON FLATS, IMHOFF ROAD EAST OF OAKHURST AVENUE

has entered into a written CONTRACT (<u>K-2425-74</u>) with THE CITY OF NORMAN, dated this day of \_\_\_\_\_\_, 20\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

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 19th day of December , 2024 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of December 19 , 2024 .

Performance Bond No. B-2425-37

Page 1 of 3

|  | nem   |
|--|---|
| (Corporate Seal) (where applicable)  | Principal 1   |
| ATTEST:  | Signed:   |
| Bot Craum) 18 MICANA   | Authorized Representative Title:Tim Caudle President  |
| Corporate Secretary (where applicable)   | Address: 2401 S. Broadway   |
| Thomas and the second of the s | Moore, OK 73160   |
|  | Telephone: 405-793-1725   |
| (Corporate Seal) (where applicable)  | Surety: The Ohio Casualty Insurance Company   |
| ATTEST:  | Signed:Authorized Representative  |
|  | Printed: Russell Hollingsworth  Authorized Representative   |
|  | Title: Attorney-in-fact   |
|  | Address: 201 N Grand Ave., Ste. 100, Enid, OK 73701   |
|  | Telephone: <u>580-233-2000</u>  |
| CORPORATE ACKNO  | WLEDGEMENT  |
| STATE OF Oklahoma )  |   |
| COUNTY OF Cleveland )  |   |
| The foregoing instrument was acknowledged befo 20, byTim Caudle PresidentSilver Star Construction Company, Inc corporation.  | re me this 23rd day of Wellber, (Name and Title), of, a(n) corporation, on behalf of the                    |
| WITNESS my hand and seal this 23rd day of Will   | ember , 20 <u>24</u> .  |
| My Commission Expires:   | Notary Public  AMBER HARRIS  SEAL  NOTARY PUBLIC  STATE OF OKLAHOMA  Commission # 22010586 Expires 08/04/26 |

Performance Bond No. B-2425-37 Page 2 of 3

### **INDIVIDUAL ACKNOWLEDGEMENT**

| STATE OF)   |                            |      |
|---|----------------------------|------|
| COUNTY OF) ss:  |                            |      |
| The foregoing instrument was acknowledged before me by(Name and                           | this day of<br>I Title) of | , 20 |
| a(n) corporation.   |                            |      |
| WITNESS my hand and seal this day of  | , 20                       |      |
| My Commission Expires:  | Notary Public              |      |
| PARTNERSHIP ACKNOV  | VLEDGEMENT                 |      |
| STATE OF )  |                            | *    |
| STATE OF  |                            |      |
| The foregoing instrument was acknowledged before 20, by (Nar (partner/agent) on behalf of |                            |      |
| (partner/agent) on behalf of  | , a partnership.           |      |
| WITNESS my hand and seal this day of  | , 20                       |      |
| My Commission Expires:  | Notary Public              |      |
| CITY OF NORMAN  |                            |      |
| Approved as to form and legality this day of _  | , 20                       |      |
|   | City Attorney              |      |
| Approved by the Council of the City of Norman this  | day of                     | , 20 |
| ATTEST:   |                            |      |
| City Clerk  | Mayor                      |      |

Performance Bond No. B-2425-37 Page 3 of 3 This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205605 - 986746

### POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that

|   | Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos  all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper   |  |  |  |  |  |
|---|--|--|--|--|--|--|
|   | persons.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May , 2021 .  |  |  |  |  |  |
| rtgage, note, loan, letter of credit, terest rate or residual value guarantees. | Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Cas | nd/or Power of Attorney (POA) verification inquiries.<br>610-832-8240 or email HOS/UR@libertymutual.com. |  |  |  |  |
|   | Company. The Ohio Casualty Company. and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  |  |  |  |  |  |
|   | Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries  This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:   | ower of Attorn<br>32-8240 or em  |  |  |  |  |
|   | ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver a any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorneys instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact up provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.   |  |  |  |  |  |
|   | ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.  |  |  |  |  |  |

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December , 2024 .







By: Renee C. Llewellyn, Assistant Secretary

Item 9.

Bond No. 87C239431

### CITY OF NORMAN MAINTENANCE BOND

| Know all men by these presents that <u>Silver Star Contruction Co</u><br>and The Ohio Casualty Insurance Company   | ompany, Inc, as Principal,<br>, a corporation                          |
|--|--|
|  | and authorized to transact   |
| business in the State of Oklahoma, as SURETY, are held and firm  |  |
| NORMAN, a Municipal Corporation of the State of Oklahoma, here   |  |
| wo Hundred Forty-Eight Thousand Nind Hundred Eight and no/100 DOLLARS (\$), such sum being equ   |  |
| in force for a period of one year from the date of the acceptance of the b the City Council, and thereafter for the sum of the date of the acceptance of the b | elow described improvements by gight and non-100 DOLLARS(\$). such sum |
| being not less than fifteen percent (15%) of the total contract price of sa  | aid improvements for a period of                                       |
| four years thereafter, for the payment of which sum PRINCIPAL and  |  |
| heirs, executors, administrators, successors and assigns, jointly and seve   | erally.  |

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

### BID2425-27 – IMHOFF ROAD WIDENING – CRIMSON FLATS, IMHOFF ROAD EAST OF OAKHURST AVENUE

| has entered | into a written Co | ONTRACT (K-23       | 24-59) with the  | CITY OF NO   | RMAN, da    | ated this | day   |
|-------------|-------------------|---------------------|------------------|--------------|-------------|-----------|-------|
| of          | , 20              | for the erection    | and construction | of this PROJ | ECT, that ( | CONTRACT  | being |
| incorporate | d herein by refer | ences as if fully s | et forth: and,   |              |             |           |       |

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year and then 15% of the contract amount for the following four (4) years. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2425-25

Page 1 of 3

| IN WITNESS WHEREOF, the said PRINCIPAL name and its corporate seal (where applicable) to representative(s), on the 19th day of   | be hereunto affixed by its duly authorized, 20 24 _, and the SURETY has caused these eal to be hereunto affixed by its authorized             |
|--|---|
| ATTEST:  Corporate Seal) (where applicable)  Corporate Secretary (where applicable)  | Principal Signed:  Authorized Representative Title: Tim Caudle President  Address: 2401 S. Broadway  Moore, OK 73160  Telephone: 405-793-1725 |
| (Corporate Seal) (where applicable)  | Surety: The Ohio Casualty Insurance Company   |
| ATTEST:  W,  | Signed: Authorized Representative  Printed: Russell Hollingsworth  Authorized Representative  |
|  | Title: Attorney-in-fact   |
|  | Address: 201 N Grand Ave., Ste. 100, Enid, OK 73701   |
|  | Telephone: 580-233-2000   |
| CORPORATE ACKNOY   | VLEDGEMENT  |
| STATE OF Oklahoma ) ss: COUNTY OF Cleveland )  |   |
| The foregoing instrument was acknowledged before my by Tim Caudle President (Narra(n) corporation, on behalf of the corporation.   | ne this 23rd day of Outmber, 2024 me and Title), of Silver Star Construction, Company, Inc  |
| WITNESS my hand and seal this 23rd day of 10   | <u>cembu</u> , 20 <u>24</u>   |
| My Commission Expires:  O8/04/24  Commission # 22010586 Expires  | Notary Public HOMA  |
| remonitation and proportion of the proportion in the consequence of th | Maintenance Bond No. MB-2425-25<br>Page 2 of 3  |

## INDIVIDUAL ACKNOWLEDGEMENT

| STATE OF)   |                                |
|---|--------------------------------|
| STATE OF) ss: COUNTY OF)  |                                |
| The foregoing instrument was acknowledged before meaning (Name and Ta(n) corporation. | e this day of, 20, by itle) of |
| a(n) corporation.   | *                              |
| WITNESS my hand and seal this day of _  | , 20                           |
| My Commission Expires:  | Notary Public                  |
| PARTNERSHIP ACKNO   | OWLEDGEMENT                    |
| STATE OF)   |                                |
| STATE OF) ss: COUNTY OF)  |                                |
| The foregoing instrument was acknowledged before(Name and Tit                         | me this day of, 20, by         |
| on behalf of, a par   | tnership. (partner/agent)      |
| WITNESS my hand and seal this day of  | , 20                           |
| My Commission Expires:  | Notary Public                  |
| CITY OF NORMAN  |                                |
| Approved as to form and legality this day of  | , 20                           |
| Approved by the Council of the City of Norman this                                    | City Attorney day of, 20       |
| ATTEST:   |                                |
| City Clerk  | Mayor                          |

Maintenance Bond No. MB-2425-25

## Liberty Mutual. SURETY

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205605 - 986746

#### POWER OF ATTORNEY

| IOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that erty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized der the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber  |                  |
|--|------------------|
| man; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos  |                  |
|  |                  |
| of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, each, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper resons.  |                  |
| WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed reto this 19th day of May . 2021 .  |                  |
| Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company   | Juli 100         |
| ate of PENNSYLVANIA unty of MONTGOMERY ss  | 1111             |
| this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance mpany. The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes rein contained by signing on behalf of the corporations by himself as a duly authorized officer.   | @libort          |
| WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  | 200              |
| ate of PENNSYLVANIA stripped of Montgomery and West American Insurance Company, and that he, as such, being authorized so to do. execute the foregoing instrument for the purposes rein contained by signing on behalf of the corporations by himself as a duly authorized officer.  WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  Commonwealth of Pennsylvania - Notary Seal Ieresa Pastella, Notary Public Monigomery County Monigome | 40 or omail Hos  |
| is Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual urance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:   | 120 B 2          |
| ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  | alone coll 610.8 |
| ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.  |                  |

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December , 2024







By: Renee C. Llewellyn, Assistant Secretary

363

#### CONTRACT

| THIS CONTRACT       | made and   | entered in | nto th | is      | day o    | of      |       | , 20         | _, by | and b  | etwee  |
|---------------------|------------|------------|--------|---------|----------|---------|-------|--------------|-------|--------|--------|
|                     |            |            | as     | Party   | of the   | First   | Part, | hereinafter  | desig | nated  | as the |
| CONTRACTOR, an      | d the City | of Norman  | n, a m | unicipa | al corpo | ration, | herei | nafter desig | nated | as the | CITY   |
| Party of the Second | Part.      |            |        |         |          |         |       |              |       |        |        |

#### WITNESSETH

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

## BID 2425-27 – IMHOFF ROAD WIDENING – CRIMSON FLATS, IMHOFF ROAD EAST OF OAKHURST AVENUE

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

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

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

(WRITTEN)Two Hundred & Forty-Eight Thousand Nine Hundred & Eighty Dollars & Zero Cents (DOLLARS);

#### (NUMERALS) (\$ 248,980.00

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

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

Contract No. K-2425-74 Page 1 of 4 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within <u>10</u> days following receipt of a NOTICE-TO-PROCEED and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:
  - a. 60 Calendar Days
    - 1. 60 Calendar Days does not include weather days
      - i) Weather days to be determined by the engineer or streets superintendent
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
  - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
  - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) Retainage shall be 5%, except where otherwise provided by applicable law.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2425-74

- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.
- 12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.
- 13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

| STATE OF Oklahoma                   | _)   |
|-------------------------------------|--|
|                                     | ) ss:  |
| COUNTY OF Cleveland                 | _)   |
|                                     |  |
|                                     | _, of lawful age, being first duly sworn, on oath says that (s)he is |
| the agent authorized by CONTRACT    | OR to submit the above CONTRACT to the CITY. Affiant further         |
| states that CONTRACTOR has not pa   | aid, given or donated or agreed to pay, give, or donate to any       |
| officer or employee of the CITY any | money or other thing of value, either directly or indirectly, in the |
| procuring of the CONTRACT           |  |

Contractor
Tim Caudle President
Contract No. K-2425-74

Page 3 of 4

| SEAL Sed   | NOTARY PUBLIC STATE OF OKLAHOMA  22010586 Expires 08/04/26  Notary Public   |
|--|---|
| IN WITNESS WHEREOF, the said parties of the hands and seals respectively the 23 day of day of the hands and seals respectively the 23 day of the hands and seals respectively the 23 day of the hands and seals respectively the 23 day of the hands and seals respectively the hands and seals respectively the hands are sealed by the hands are sea | ne First and Second Part have hereunto set their of <u>Vectors</u> 20 <u>24</u> , and the <u>23**</u> day of  |
| ATTEST: Authorized Representative Corporate Secretary (where applicable) Bob Crawley Secretary   | Principal Silver Star Construction Company, Inc Signed:  Title: Tim Caudle President  Address 2401 S. Broadway Moore, OK 73160  Telephone: 405-793-1725 |
| CITY OF NORMAN:  |   |
| Approved as to form and legality this  | day of20  |
|  | City Attorney   |
| Approved by the Council of the City of N   | Torman, this day of, 20   |
| ATTEST:  |   |
| City Clerk   | Mayor   |

Contract No. K-2425-74 Page 4 of 4

## **CONTRACT AFFIDAVIT**

| STATE OF Oklahoma )   |
|---|
| COUNTY OF Cleveland ) ss:   |
| Tim Caudle President, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Silver Star Construction Company, Inc_ to submit the above Contract to the City of Norman, Oklahoma.  |
| Affiant 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.  Silver Star Construction Company, Inc |
| Subscribed and sworn to before me this 23rd day of December, 2024.  Notary Public   |
| My Commission Expires:  |
| 08/04/26  |

## BID 2425-27 IMHOFF ROAD WIDENING - CRIMSON FLATS

Bid date: December 12, 2024

|      |                                      |        | 9    | Silver Star Cons | truction C | ompany       |      | Rudy Cons         | truction C | o.           |      | EMC Se      | rvices LLC | ;            |
|------|--------------------------------------|--------|------|------------------|------------|--------------|------|-------------------|------------|--------------|------|-------------|------------|--------------|
| Item | Description                          |        | Unit | Unit Price       | Qty        | Total Price  | Unit | <b>Unit Price</b> | Qty        | Total Price  | Unit | Unit Price  | Qty        | Total Price  |
| 1    | 5' Wide Sidewalk                     | (2)(4) | LF   | \$48.00          | 426        | \$20,448.00  | LF   | \$65.00           | 426        | \$27,690.00  | LF   | \$60.00     | 426        | \$25,560.00  |
| 2    | ADA Ramp (includes domes)            | (2)    | EA   | \$650.00         | 3          | \$1,950.00   | EA   | \$1,500.00        | 3          | \$4,500.00   | EA   | \$1,300.00  | 3          | \$3,900.00   |
| 3    | 6" Curb & Gutter                     |        | LF   | \$41.00          | 436        | \$17,876.00  | LF   | \$50.00           | 436        | \$21,800.00  | LF   | \$45.00     | 436        | \$19,620.00  |
| 4    | 2" Type 'S5" Asphaltic Concrete      |        | SY   | \$21.00          | 670        | \$14,070.00  | SY   | \$30.00           | 670        | \$20,100.00  | SY   | \$35.00     | 670        | \$23,450.00  |
| 5    | 4" Type 'S3' Asphaltic Concrete      |        | SY   | \$68.00          | 1504       | \$102,272.00 | SY   | \$40.00           | 1504       | \$60,160.00  | SY   | \$45.00     | 1504       | \$67,680.00  |
| 6    | 6" Modified Subgrade (14% CKD)       | (3)    | SY   | \$18.00          | 834        | \$15,012.00  | SY   | \$20.00           | 834        | \$16,680.00  | SY   | \$36.00     | 834        | \$30,024.00  |
| 7    | 2" Type 'S5' Mill & Overlay          |        | SY   | \$31.00          | 850        | \$26,350.00  | SY   | \$35.00           | 850        | \$29,750.00  | SY   | \$45.00     | 850        | \$38,250.00  |
| 8    | Tack Coat (0.08 Gal/SY)              |        | GAL  | \$8.00           | 200        | \$1,600.00   | GAL  | \$15.00           | 200        | \$3,000.00   | GAL  | \$12.00     | 200        | \$2,400.00   |
| 9    | Saw Cut & Remove Existing Pavement   |        | LF   | \$10.00          | 430        | \$4,300.00   | LF   | \$15.00           | 430        | \$6,450.00   | LF   | \$6.00      | 430        | \$2,580.00   |
| 10   | Traffic Control (including Striping) | (5)(6) | LS   | \$28,002.00      | 1          | \$28,002.00  | LS   | \$25,000.00       | 1          | \$25,000.00  | LS   | \$25,000.00 | 1          | \$25,000.00  |
| 11   | Erosion Control                      | (1)    | LS   | \$7,800.00       | 1          | \$7,800.00   | LS   | \$10,000.00       | 1          | \$10,000.00  | LS   | \$7,500.00  | 1          | \$7,500.00   |
| 12   | Excavation & Grading                 |        | LS   | \$9,300.00       | 1          | \$9,300.00   | LS   | \$25,000.00       | 1          | \$25,000.00  | LS   | \$25,000.00 | 1          | \$25,000.00  |
|      |                                      |        |      |                  |            | \$248,980.00 |      |                   |            | \$250,130.00 |      |             |            | \$270,964.00 |

## Resolution

R-2425-73

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING SILVER STAR CONSTRUCTION COMPANY, INC., AS PROJECT AGENT FOR THE IMHOFF ROAD WIDENING – CRIMSON FLATS CONSTRUCTION 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 Silver Star Construction Company, Inc., for the Imhoff Road Widening Crimson Flats Construction Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Silver Star Construction Company, 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, Silver Star Construction Company, Inc., to purchase materials which are in fact used for the for the Imhoff Road Widening Crimson Flats Construction Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Silver Star Construction Company, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the \_14th\_day of January, 2025, did appoint Silver Star Construction Company, Inc., who is involved with the Imhoff Road Widening - Crimson Flats Construction 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 Imhoff Road Widening - Crimson Flats Construction Project.

PASSED AND ADOPTED this 14th day of January, 2025.

|            | Mayor (Larry Heikkila) |
|------------|------------------------|
| ATTEST:    |                        |
|            |                        |
| City Clerk |                        |



#### File Attachments for Item:

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-79: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TFR ENTERPRISES INC. AWARDING PRE-POSITION AGREEMENT FOR DISASTER DEBRIS REMOVAL SERVICES.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

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

POSTPONEMENT OF CONTRACT K-2425-79: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TFR ENTERPRISES INC. AWARDING PRE-POSITION AGREEMENT FOR DISASTER DEBRIS

REMOVAL SERVICES.

#### **BACKGROUND:**

Natural disasters commonly occur in Oklahoma including wind storms, ice storms, flooding and tornados. Each event has its own unique debris removal and disposal requirements.

When faced with natural disasters, planning is the key to preparedness. A Debris Management Plan ensures a quicker and more thorough and calculated response to a disaster. It also establishes a strategic framework for providing debris removal assistance in support of a Presidentially-declared emergency or major disaster and helps qualify a city for additional Federal Emergency Management Agency (FEMA) dollars, in some cases. This additional assistance is explained in sections 403 (Essential Assistance) and 407 (Debris Removal) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (hereafter, the Stafford Act), 42 U.S.C. 5121-5206, and implementing regulations at 44 CFR Part 206.

The attached table, Attachment A, is a listing of all 18 of the major weather events in Norman since 2007. The total City expenditure for debris removal for all of the events is roughly \$15,404,395.00. Nine (9) of these events required contracting services to aid in the debris removal. Of these events, the City has received reimbursement of \$10,670,643 or 75% of the total \$13,586,270 from FEMA and the Oklahoma Department of Emergency Management (OEM).

On November 25, 2008, City Council approved Contract K-0809-101 with Beck Disaster Recovery, Inc. (BDR) in the amount of \$64,949 to prepare the City's first-ever Debris Management Plan. On September 8, 2009, City Council approved the plan.

On December 22, 2009, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, Crowder Disaster Recovery, and DRC Emergency Services for Disaster Debris Clearance and Removal Services.

On November 19, 2014, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, Ceres Environmental Services, Inc., and TAG Grinding Services, Inc., for Disaster Debris Clearance and Removal Services.

On January 28, 2020, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, D & J Enterprises, Inc., and Custom Tree Care, Inc., for Disaster Debris Clearance and Removal Services.

#### **DISCUSSION:**

The Debris Management Plan recommends that the City have a pre-positioned agreement with 3-5 debris removal companies. This is a FEMA requirement for reception of federal aid funds. These are stand-by agreements with no associated value. For bid purposes, a sample event was created with quantities for a standard debris removal event. The bid quantities listed in the bid schedule were approximately the same as the final quantities of the December 2007 ice storm. Some additional bid items were added which would be associated with a tornado event such as removal of white goods and abandoned vehicle removal. A bid item for drainage channel debris removal was also added. Using this sample event, bids are tabulated for comparison of the bidders. The agreement does not have a value until a work order is developed and a "Notice to Proceed" is issued by the City Manager, for an amount based on the estimated quantities of a specific disaster. Typically, at that point, the Mayor has officially declared the weather event to be a local emergency. The City of Norman will be prepared for the next disaster by having the executed agreements in place and will be able to start debris removal more efficiently.

The City of Norman executed agreements with three national companies in the first pre-position contracts awarded for Disaster Debris Clearance and Removal Services in December of 2009. These pre-position contracts were originally effective for three years with the option for two one-year extensions. It is important to have multiple pre-position contracts in the case of a particularly devastating disaster requiring more than one contractor, or the absorption of one company by another, or a company proposing drastic increases in their fees during the extension process.

The City of Norman advertised Bid Documents and Specifications in November, 2019 to once again establish pre-position contracts should a natural disaster occur. These contracts executed in 2020 and will expire on January 28, 2025.

The City of Norman once again advertised Bid Documents and Specifications in October and November, 2024 to again establish pre-position contracts should a natural disaster occur. On November 14, 2024, six (6) bids were received for "Disaster Debris Clearance and Removal Services" from nationwide providers. Staff has selected the three (3) lowest qualified bidders utilizing metrics for best overall value as follows:

- 2. Southern Disaster Recovery, LLC., Greer, SC. . . . . . . \$12,917,098
- 3. Looks Great Service of MS, Inc., Columbia, MS. . . . . . . \$13,228,601

Staff recommends that the City enter into a pre-positioned agreement with each of the three (3) lowest qualified bidders. In the event of a disaster, staff will call the lowest bidder and if they cannot respond within the time frame listed in the agreement, staff will call the second low bidder to respond and so on. The contractor shall attend a Debris Management Kickoff Meeting with the City Manager (City Debris Manager) and other City staff no later than 72 hours following the disaster (or at such time that it is safe to return to the city). The contractor shall mobilize at least 50% of the debris clearance fleet necessary for project completion within 72 hours of the Debris Management Kickoff meeting. One-hundred percent of the fleet necessary for project completion shall be present within seven (7) working days following the issuance of a Notice to Proceed from the City. The selected contractor will be required to post a Performance and Payment Bond in the amount of 100% of the estimated contract price within 10 days after the issuance of the Notice to Proceed by the City. The City reserves the right to adjust the estimated contract price at the time of the event based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period when the City Manager issues a Notice to Proceed, until such time as the scope of work contained in the contract is completed as determined by the City Manager.

The pre-positioned agreements will be effective for a period of three (3) years with the option for Council to extend the contract for two (2) additional one-year periods upon mutual agreement of both parties. If agreement renewal is agreed upon by both the City and the contractor, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the 12-months prior to renewal or 5%, whichever is less. Bid prices are locked in for a 3-year period. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

#### **RECOMMENDATION:**

Staff recommends approval of contract K-2425-79 with TFR Enterprises Inc. awarding preposition agreement for disaster debris removal services

## **Pre-Position Agreement for Disaster Debris Management**

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and TFR ENTERPRISES, INC. (hereinafter referred to as CONTRACTOR).

#### WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

#### ARTICLE 1 - EFFECTIVE DATE.

The effective date of this AGREEMENT shall be \_\_\_\_\_\_\_. 202\_. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

#### ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or "standby" AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

#### ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the "Request for Bid") and the CONTRACTOR'S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

#### ARTICLE 4 - COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR'S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

#### **ARTICLE 5- INSURANCE**

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid, which is hereby incorporated in its entirety by reference herein. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

#### ARTICLE 6 - SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

#### ARTICLE 7 - INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from and against all actions, claims, liability, loss, cost, damage or expense, of whatever kind and nature, including but not limited to those arising under Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of, arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, its officers, agents, employees and subcontractors, and anyone for whose acts any of them may be liable.

#### ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not

be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, no payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

#### ARTICLE 9 – CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information required by CONTRACTOR that is available in the files of the CITY to assist CONTRACTOR in completing any assigned tasks. CITY is responsible for assisting in obtaining any permits necessary for CONTRACTOR to complete any Task Order assigned.

#### ARTICLE 10 - TERMINATION OF AGREEMENT

This AGREEMENT may be terminated in accordance with the terms set forth in the Request for Bid and fully incorporated by reference herein.

#### ARTICLE 11 – NON-DISCRIMINATION

CONTRACTOR shall recruit, hire and treat all of its employees equally without regard to race, color, religion, sex, sexual preference/orientation, gender identity or expression, age, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status.

#### ARTICLE 12 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of the AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as

possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

#### ARTICLE 13 - ENTIRETY OF AGREEMENT

The CITY and CONTRACTOR agree that this AGREEMENT, including the Request for Bid and any supplemental or related materials, and CONTRACTOR's response to said request incorporated by reference and attached hereto, sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those state herein. This AGREEMENT supersedes all prior contracts, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this AGREEMENT may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

#### ARTICLE 14 - MODIFICATION

The AGREEMENT may only be modified in writing by mutually-agreeable amendment executed by both CITY and CONTRACTOR.

#### ARTICLE 15 – SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the CITY.

#### ARTICLE 16 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY CITY OF NORMAN, OKLAHOMA

P.O. Box 370

Norman, Oklahoma 73070

(Attn: Joseph Hill)

As To CONTRACTOR TFR Enterprises, Inc

Tipton F Rowland

601 Leander Drive

Leander, Texas 78641

ARTICLE 17 – GOVERNING LAW AND VENUE.

Item 10.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma and that any action brought to enforce the terms of this agreement shall be brought in the District Court for Cleveland County, Oklahoma.

ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

| IN WITNESS WHEREOF, OAGREEMENT.       | CITY and | CONTRACTOR | have | executed | this |
|---------------------------------------|----------|------------|------|----------|------|
| DATED this day of                     |          | , 202      |      |          |      |
| CITY OF NORMAN, OKLAHOMA              |          |            |      |          |      |
| By: Mayor Larry Heikkila              |          |            |      |          |      |
| ATTEST:                               |          |            |      |          |      |
| By:Brenda Hall, City Clerk            |          |            |      |          |      |
| Approved as to form and legality this | day of   | 21         | 02   |          |      |
| By:                                   |          |            |      |          |      |
| City Attorney's Office                |          |            |      |          |      |
| CONTRACTOR                            |          |            |      |          |      |
| By:                                   | -        |            |      |          |      |
| Title: Owner/CEO                      | -        |            |      |          |      |
| ATTEST:                               |          |            |      |          |      |
| Title: Secretary                      |          |            |      |          |      |

#### OFFICE OF THE SECRETARY OF STATE



# CERTIFICATE OF GOOD STANDING FOREIGN FOR PROFIT BUSINESS CORPORATION

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said State, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that <u>T.F.R. ENTERPRISES</u>, INC., a <u>Foreign For Profit Business Corporation</u> organized and existing by virtue of the laws of the state of <u>TN</u>, whose registered agent is <u>CORPORATION SERVICE COMPANY</u>, with its registered office at <u>10300 GREENBRIAR PLACE OKLAHOMA CITY 73159 USA</u> Oklahoma, is duly qualified as a <u>Foreign For Profit Business Corporation</u> to transact business within the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this <u>20th</u>, day of <u>August</u>, <u>2024</u>.

Secretary Of State

## MAJOR WEATHER EVENTS (Natural Disasters) IN NORMAN

Since January, 2007

|    | DATE                                       | TYPE              | GUBERNATORIAL DECLARATION | PRESIDENTIAL DECLARATION | CLEANUP<br>EXPENSES |
|----|--|-------------------|---------------------------|--------------------------|---------------------|
| 1  | January 12, 2007                           | Ice Storm         | Yes                       | Yes                      | \$150,000.00        |
| 2  | May 4, 2007                                | Flood             | Yes                       | Yes                      | \$120,000.00        |
| 3  | June 10, 2007                              | Flood             | Yes                       | Yes                      | \$120,000.00        |
| 4  | August 19, 2007                            | Flood             | Yes                       | Yes                      | \$450,000.00        |
| 5  | December 9, 2007                           | Ice Storm         | Yes                       | Yes                      | \$6,000,000.00      |
| 6  | December 23, 2009                          | Blizzard          | Yes                       | Yes                      | \$150,000.00        |
| 7  | January 28, 2010                           | Ice Storm         | Yes                       | Yes                      | \$150,000.00        |
| 8  | May 10, 2010                               | Tornado           | Yes                       | Yes                      | \$245,800.00        |
| 9  | January 31, 2011                           | Snow Storm        | Yes                       | No                       | \$150,000.00        |
| 10 | June 14, 2011                              | Microburst        | No                        | No                       | \$144,200.00        |
| 11 | April 13, 2012                             | Tornado           | No                        | No                       | \$408,075.00        |
| 12 | August 3, 2012                             | Wildfire          | Yes                       | No                       | \$150,000.00        |
| 13 | May 19, 2013                               | Tornado           | Yes                       | Yes                      | \$334,700.00        |
| 14 | December 20, 2013                          | Ice Storm         | No                        | No                       | \$420,000.00        |
| 15 | May 6, 2015                                | Tornado           | Yes                       | Yes                      | \$378,125.00        |
| 16 | July 12, 2020                              | Microburst        | No                        | No                       | \$150,910.00        |
| 17 | October 26, 2020                           | Ice Storm         | Yes                       | Yes                      | \$5,172,692.00      |
| 18 | February 26, 2023                          | Tornado           | No                        | No                       | \$709,893.00        |
|    |  |                   |                           | TOTAL                    | \$15,404,395.00     |
|    | Major debris removal services to supplemer |                   |                           |                          |                     |
|    | has received approxin                      | ately \$10,670,64 | 3 or nearly 75% in rein   | bursements from F        | EMA and OEM.        |
|    | Note: The cleanup coa                      |                   | 1                         |                          | uipment costs       |
|    |  |                   |                           |                          |                     |

#### File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-81: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LOOKS GREAT SERVICES OF MS, INC. AWARDING PREPOSITION AGREEMENT FOR DISASTER DEBRIS REMOVAL SERVICES.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Director of Public Works

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

POSTPONEMENT OF CONTRACT K-2425-81: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND LOOKS GREAT SERVICES OF MS. INC. AWARDING PRE-POSITION AGREEMENT FOR

DISASTER DEBRIS REMOVAL SERVICES.

#### **BACKGROUND:**

Natural disasters commonly occur in Oklahoma including wind storms, ice storms, flooding and tornados. Each event has its own unique debris removal and disposal requirements.

When faced with natural disasters, planning is the key to preparedness. A Debris Management Plan ensures a quicker and more thorough and calculated response to a disaster. It also establishes a strategic framework for providing debris removal assistance in support of a Presidentially-declared emergency or major disaster and helps qualify a city for additional Federal Emergency Management Agency (FEMA) dollars, in some cases. This additional assistance is explained in sections 403 (Essential Assistance) and 407 (Debris Removal) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (hereafter, the Stafford Act), 42 U.S.C. 5121-5206, and implementing regulations at 44 CFR Part 206.

The attached table, Attachment A, is a listing of all 18 of the major weather events in Norman since 2007. The total City expenditure for debris removal for all of the events is roughly \$15,404,395. Nine (9) of these events required contracting services to aid in the debris removal. Of these events, the City has received reimbursement of \$10,670,643 or 75% of the total \$13,586,270.00 from FEMA and the Oklahoma Department of Emergency Management (OEM).

On November 25, 2008, City Council approved Contract K-0809-101 with Beck Disaster Recovery, Inc. (BDR) in the amount of \$64,949 to prepare the City's first ever Debris Management Plan. On September 8, 2009, City Council approved the plan.

On December 22, 2009, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, Crowder Disaster Recovery, and DRC Emergency Services for Disaster Debris Clearance and Removal Services.

On November 19, 2014, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, Ceres Environmental Services, Inc., and TAG Grinding Services, Inc., for Disaster Debris Clearance and Removal Services.

On January 28, 2020, City Council awarded Pre-Position Contracts to T.F.R. Enterprises, D & J Enterprises, Inc., and Custom Tree Care, Inc., for Disaster Debris Clearance and Removal Services.

#### **DISCUSSION:**

The Debris Management Plan recommends that the City have a pre-positioned agreement with 3-5 debris removal companies. This is a FEMA requirement for reception of federal aid funds. These are stand-by agreements with no associated value. For bid purposes, a sample event was created with quantities for a standard debris removal event. The bid quantities listed in the bid schedule were approximately the same as the final quantities of the December 2007 ice storm. Some additional bid items were added which would be associated with a tornado event such as removal of white goods and abandoned vehicle removal. A bid item for drainage channel debris removal was also added. Using this sample event, bids are tabulated for comparison of the bidders. The agreement does not have a value until a work order is developed and a "Notice to Proceed" is issued by the City Manager, for an amount based on the estimated quantities of a specific disaster. Typically, at that point, the Mayor has officially declared the weather event to be a local emergency. The City of Norman will be prepared for the next disaster by having the executed agreements in place and will be able to start debris removal more efficiently.

The City of Norman executed agreements with three national companies in the first pre-position contracts awarded for Disaster Debris Clearance and Removal Services in December of 2009. These pre-position contracts were originally effective for three years with the option for two one-year extensions. It is important to have multiple pre-position contracts in the case of a particularly devastating disaster requiring more than one contractor, or the absorption of one company by another, or a company proposing drastic increases in their fees during the extension process.

The City of Norman advertised Bid Documents and Specifications in November, 2019 to once again establish pre-position contracts should a natural disaster occur. These contracts executed in 2020 and will expire on January 28, 2025.

The City of Norman once again advertised Bid Documents and Specifications in October and November, 2024 to again establish pre-position contracts should a natural disaster occur. On November 14, 2024, six (6) bids were received for "Disaster Debris Clearance and Removal Services" from nationwide providers. Staff has selected the three (3) lowest qualified bidders utilizing metrics for best overall value as follows:

- 2. Southern Disaster Recovery, LLC., Greer, SC. . . . . . . \$12,917,098
- 3. Looks Great Service of MS, Inc., Columbia, MS. . . . . . . \$13,228,601

Staff recommends that the City enter into a pre-positioned agreement with each of the three (3) lowest qualified bidders. In the event of a disaster, staff will call the lowest bidder and if they cannot respond within the time frame listed in the agreement, staff will call the second low bidder to respond and so on. The contractor shall attend a Debris Management Kickoff Meeting with the City Manager (City Debris Manager) and other City staff no later than 72 hours following the disaster (or at such time that it is safe to return to the city). The contractor shall mobilize at least 50% of the debris clearance fleet necessary for project completion within 72 hours of the Debris Management Kickoff meeting. One-hundred percent of the fleet necessary for project completion shall be present within seven (7) working days following the issuance of a Notice to Proceed from the City. The selected contractor will be required to post a Performance and Payment Bond in the amount of 100% of the estimated contract price within 10 days after the issuance of the Notice to Proceed by the City. The City reserves the right to adjust the estimated contract price at the time of the event based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period when the City Manager issues a Notice to Proceed, until such time as the scope of work contained in the contract is completed as determined by the City Manager.

The pre-positioned agreements will be effective for a period of three (3) years with the option for Council to extend the contract for two (2) additional one-year periods upon mutual agreement of both parties. If agreement renewal is agreed upon by both the City and the contractor, price adjustments for set rates will not exceed the average of the Construction Cost Index (CCI) during the 12-months prior to renewal or 5%, whichever is less. Bid prices are locked in for a 3-year period. All work set forth in the scope of work must be approved by personnel authorized by the City Manager.

#### **RECOMMENDATION:**

Staff recommends approval of contract K-2425-81 with Looks Great Services of MS, Inc. awarding pre-position agreement for disaster debris removal services

### **Pre-Position Agreement for Disaster Debris Management**

This AGREEMENT is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and LOOKS GREAT SERVICE OF MS, INC. (hereinafter referred to as CONTRACTOR).

#### WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the CITY hereby contracts for certain services, and CONTRACTOR is prepared to provide such services as are agreed to in this document.

The parties agree as follows:

#### ARTICLE 1 – EFFECTIVE DATE.

The effective date of this AGREEMENT shall be \_\_\_\_\_\_\_. 2024. The Agreement shall remain in effect for a three (3) year period, with the option to extend the AGREEMENT for two additional one-year periods upon mutual agreement of the parties, unless otherwise terminated as provided herein. Activation of this agreement shall be based on a Notice to Proceed (NTP) issued by the Mayor of the City of Norman.

#### ARTICLE 2 – NATURE OF AGREEMENT.

It is agreed and understood between the parties hereto that this is a pre-positioned or "standby" AGREEMENT. As such, there is no value associated with this AGREEMENT and actual quantities will vary based on the applicable disaster type and scope.

#### ARTICLE 3 - SERVICES TO BE PERFORMED.

CONTRACTOR shall perform the services as stated in the Request for Bid of Contractual Services for Disaster Debris Clearance and Removal Services (the "Request for Bid") and the CONTRACTOR'S Response attached hereto and incorporated by reference as part of this AGREEMENT, and as may be specifically authorized by the CITY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized.

#### ARTICLE 4 - COMPENSATION

CITY shall pay CONTRACTOR in accordance with the Hourly Equipment and Labor Price Schedule and Unit Rate Price Schedule included with CONTRACTOR'S Response, which is attached hereto and incorporated by reference as part of this AGREEMENT.

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered in accordance with the attached Request for Bid. Invoices must reference the Task Order number. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within twenty (20) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

Payment of CONTRACTOR by CITY is not contingent upon the CITY being reimbursed by any Federal or State agency. Payment to CONTRACTOR will be made for any work directed by the CITY.

In order for both parties to this AGREEMENT to close their books and records, CONTRACTOR will clearly state "Final Invoice" on CONTRACTOR'S final/last billing to the CITY.

#### **ARTICLE 5- INSURANCE**

CONTRACTOR shall maintain insurance limits in accordance with the Request for Bid, which is hereby incorporated in its entirety by reference herein. CONTRACTOR shall provide CITY six (6) original Certificates of Insurance evidencing such coverage prior to execution of this Agreement and again within twenty-four hours of receiving a Notice to Proceed under this Agreement.

#### ARTICLE 6 – SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this AGREEMENT shall survive.

#### ARTICLE 7 – INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from and against all actions, claims, liability, loss, cost, damage or expense, of whatever kind and nature, including but not limited to those arising under Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of, arising out of or resulting from the performance of the work, caused by any act or omission of CONTRACTOR, its officers, agents, employees and subcontractors, and anyone for whose acts any of them may be liable.

#### ARTICLE 8 – RELATIONSHIP OF PARTIES.

The CONTRACTOR shall operate as an independent contractor, and the CITY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not

be treated as an employee with respect to the services performed hereunder for Federal or State tax, unemployment, or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, no payroll tax of any kind shall be withheld or paid by the CITY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participating in, any employee pension, health, or other fringe benefit plan of the CITY. The CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing. The CONTRACTOR shall comply with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The CONTRACTOR shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement.

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#### ARTICLE 12 – SEVERABILITY

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The AGREEMENT may only be modified in writing by mutually-agreeable amendment executed by both CITY and CONTRACTOR.

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CITY and CONTRACTOR bind themselves and their partners, successors, assigns and legal representatives to this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT without the express written approval of the CITY.

#### ARTICLE 16 – NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY CITY OF NORMAN, OKLAHOMA

P.O. Box 370

Norman, Oklahoma 73070

(Attn: Joseph Hill)

As To CONTRACTOR Looks Great Services of MS, Inc.

1501 Highway 13 North

Columbia, Mississippi 39429

ARTICLE 17 – GOVERNING LAW AND VENUE.

Item 11.

The parties agree that this Agreement shall be governed by the laws of the State of Oklahoma and that any action brought to enforce the terms of this agreement shall be brought in the District Court for Cleveland County, Oklahoma.

#### ARTICLE 18 – BOND

Upon issuance of a Notice to Proceed or Task Order, CONTRACTOR will provide such bonds as described in the Request for Bid attached hereto.

| IN WITNESS<br>AGREEMENT.       | WHEREOF,        | CITY and | CONTRACTOR | have | executed | this |
|--------------------------------|-----------------|----------|------------|------|----------|------|
| DATED this                     | _ day of        |          | , 202      |      |          |      |
| CITY OF NORMAN, O              | KLAHOMA         |          |            |      |          |      |
| By:                            |                 |          |            |      |          |      |
| Mayor Larry Heikkila           |                 |          |            |      |          |      |
| ATTEST:                        |                 |          |            |      |          |      |
| By:                            |                 |          |            |      |          |      |
| Brenda Hall, City Cler         | rk              |          |            |      |          |      |
| Approved as to form and        | legality this _ | day of   | , 20       | )2   |          |      |
| By:                            |                 |          |            |      |          |      |
| City Attorney's Office         | e               |          |            |      |          |      |
| CONTRACTOR                     |                 |          |            |      |          |      |
| By: Kay                        |                 |          |            |      |          |      |
| Name: Kristian Agoglia         |                 |          |            |      |          |      |
| Title: Vice President          |                 |          |            |      |          |      |
| ATTEST:                        |                 |          |            |      |          |      |
| By: Mar Calina                 |                 | _        |            |      |          |      |
| Title: Director of Contracting | g               | _        |            |      |          |      |

#### OFFICE OF THE SECRETARY OF STATE



### CERTIFICATE OF AUTHORITY

#### WHEREAS, LOOKS GREAT SERVICES OF MS, INC.

incorporated under the laws of the State of <u>MISSISSIPPI</u> has filed in the office of the Secretary of State duly authenticated evidence of its incorporation and an application for Certificate of Authority to transact business in this State, as provided by the laws of the State of Oklahoma.

**NOW THEREFORE, I**, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate of Authority authorizing said Corporation to transact business in this state.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the city of Oklahoma City this <u>10th</u> day of <u>December</u>, <u>2024</u>.

Secretary of State

## MAJOR WEATHER EVENTS (Natural Disasters) IN NORMAN

Since January, 2007

|       | DATE   | TYPE               | GUBERNATORIAL DECLARATION | PRESIDENTIAL DECLARATION | CLEANUP<br>EXPENSES |
|-------|--|--------------------|---------------------------|--------------------------|---------------------|
| 1     | January 12, 2007   | Ice Storm          | Yes                       | Yes                      | \$150,000.00        |
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| 17    | October 26, 2020   | Ice Storm          | Yes                       | Yes                      | \$5,172,692.00      |
| 18    | February 26, 2023  | Tornado            | No                        | No                       | \$709,893.00        |
|       |  |                    |                           | TOTAL                    | \$15,404,395.00     |
| *     | Major debris removal  <br>services to supplemer<br>has received approxin | t City services. O | the \$13,586,270 in to    | tal costs for these S    | events, the City    |
|       | Note: The cleanup cos  | ts listed here may | not include all City lal  | oor, material and ec     |                     |
| epare | and do not include priv<br>d December 17, 2024                           | rate property cost | p associated with each    | weamer event.            |                     |
|       | 1  | 1                  | •                         |                          | Ī                   |

#### File Attachments for Item:

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL IN THE AMOUNT OF \$127,098 FOR DESIGN SERVICES FOR ONE MILE OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72nd AVENUE SE AND 84th AVENUE SE WITH BUDGET TRANSFER (\$127,098 FROM THE ASP AVENUE PARKING LOT) TO STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-83: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL IN THE AMOUNT OF \$127,098 FOR DESIGN SERVICES FOR ONE MILE OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72<sup>nd</sup> AVENUE SE AND 84<sup>th</sup> AVENUE SE WITH BUDGET TRANSFER (\$127,098 FROM THE ASP AVENUE PARKING LOT) TO

STATE HIGHWAY 9 MULTIMODAL PATH DESIGN.

### **BACKGROUND**:

For a number of years, the City Council has supported projects that have responded to citizens' desires for improved facilities to enhance their quality of life. High on the citizens' list have been the Legacy Trail sidewalks that are wide and long and safe, and intended to accommodate walkers, runners, bicyclists, skaters, strollers, and disabled individuals. The bicycling community has been particularly active in promoting projects such as bike lanes, shared traffic lanes, and separated bike paths that will provide safe routes for citizens desiring to participate in this active lifestyle. With the funding help of some federal grants, the City has been able to make significant improvements to the sidewalk systems in various areas of Norman, especially in neighborhoods adjacent to schools.

The proposed two-way multimodal path will be constructed to accommodate walkers, runners, bicyclists, skaters, strollers, and disabled individuals. The project is consistent with the City's strategy to become one of the better multimodal transportation cities in the state. The reasonable proximity of the Lake Thunderbird State Park offers an opportunity to link Norman recreationally to that very popular state facility, as well as to provide a safe corridor for non-motorized users of all skill levels to use and enjoy. The City secured funding in recent years for the first four segments (from 24<sup>th</sup> Avenue SE to 72<sup>nd</sup> Avenue SE) of the path. Construction of those first two segments is complete, and design of the second two segments is nearing completion. The path along State Highway 9 to Lake Thunderbird State Park is part of the City's adopted Comprehensive Transportation Plan.

On October 24, 2024, the City staff was able to obtain one more Transportation Alternative Project (TAP) grant to construct a one-mile long segment of a separated multimodal path going toward Lake Thunderbird State Park, a popular destination, along State Highway 9 from 72<sup>nd</sup>

Avenue SE to 84<sup>th</sup> Avenue SE. Recently, the Oklahoma Department of Transportation (ODOT) approved the use of Parkhill to prepare the plans from their approved list of design consultants. Parkhill was selected by staff because of their familiarity with designing paths along State Highway 9 (four prior miles between 24<sup>th</sup> Avenue SE and 72<sup>nd</sup> Avenue SE) as well as with their work in developing an estimate for the current mile of path. The TAP grant provides federal 80% funding for qualified projects (the rest of funding, 20%, will be local). The current grant awards provide \$969,777.96 for construction of one mile of State Highway 9 path with a \$204,944.49 in local match for the mile. All design fees are the responsibility of the City to provide (a location map is provided).

The total project cost breakdown for this TAP project is anticipated to be:

|         | Engineering Design | Construction   | Total          | Percent Share |
|---------|--------------------|----------------|----------------|---------------|
| City    | \$127,098          | \$204,944.49   | \$332,042.49   | 25.51%        |
| Federal | \$0                | \$969,777.96   | \$969,777.96   | 74.49%        |
| Total   | \$127,098          | \$1,174,722.45 | \$1,301,820.45 |               |

# **DISCUSSION:**

At the time that Parkhill prepared the preliminary construction cost estimate for the grant application, they also estimated the costs for designing this one mile of multi-modal path. The design estimates came in at \$127,098. Staff prepared a capital budget request for the FYE 2025 budget to set up this project for design and for future construction. The request for design funding was not granted. Based on more detailed estimated design costs, the current proposal from Parkhill is for \$127,098 and is included in Contract K-2425-83 that is attached.

With the knowledge that the design funding was not approved, staff began looking for options to fund this project from within the existing capital budget. A project was identified as a potential candidate. These include the Asp Avenue Parking Lot project (Project BG0255). The requested transfer of funds for design is summarized in the following table:

| Losing Accoun   | t            |              | Gaining Account  |              |                            |
|---|--------------|--------------|--|--------------|----------------------------|
| Account   | Beg. Balance | End. Balance | Account  | Beg. Balance | Cumulative<br>End. Balance |
| BG0255,<br>50594908-<br>46001 Land<br>(Asp Avenue<br>Parking Lot) | \$394,000    | \$266,902    | TR0127,<br>50596688-<br>46201<br>Design (SH 9<br>Multimodal<br>Path 72 <sup>nd</sup> to<br>84th) | \$0          | \$127,098                  |

The City share of the construction fees, previously identified as \$204,944.49, will be requested in the FYE 2026 Capital Budget as the design of the mile of path is expected to take up to a year to complete. If approved, the design would begin in February 2025 and work toward a letting in the summer of 2026. This would mean that the additional mile of path could be completed before the end of 2027.

# **RECOMMENDATION 1:**

Staff recommends approval of Contract K-2425-83, with Parkhill in the amount of \$127,098 for design services associated with one mile of multi-modal path along the north side of State Highway 9 between 72<sup>nd</sup> Avenue SE and 84<sup>th</sup> Avenue SE.

# **RECOMMENDATION 2:**

Staff recommends that \$127,098 be transferred within the Capital Projects Fund from Asp Avenue Parking Lot, Land (Account 50594908-46001; Project BG0255) to SH9 Multimodal Path 72<sup>nd</sup> Avenue SE to 84<sup>th</sup> Avenue SE, Design (Account 50596688-46201; Project TR0127).

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Parkhill, Smith & Cooper, Inc. (CONSULTANT) for the following reasons:

- 1. OWNER intends to construct a legacy trail path along S.H. 9 beginning near the intersection of 72<sup>nd</sup> Avenue and S.H. 9 near STA 455+00 of ODOT State Job No. 20266(04) and Job No. 20266(11). The PROJECT shall extend approximately 5,300' feet east (1.00 mile) past 84th Avenue SE to the End of PROJECT (EOP) near STA 508+00 of stated ODOT project (the PROJECT); and,
- 2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the PROJECT; and,
- 3. CONSULTANT is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONSULTANT agree as follows:

#### **ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 15th day of January, 2025.

#### **ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Oklahoma. The venue for any action under this AGREEMENT shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.

# **ARTICLE 3 - SCOPE OF SERVICES**

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

# **ARTICLE 4 - SCHEDULE**

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

#### ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable within thirty (30) days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

#### ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

# ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

# **ARTICLE 8 -INDEMNIFICATION AND LIABILITY**

Indemnification. To the extent permitted by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The indemnity provided by the CONSULTANT in this regard shall extend in favor of the OWNER to any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of any sub-consultant hired by CONSULTANT for the Project. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. This indemnity is not limited except as provided by applicable Oklahoma law. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this AGREEMENT to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

<u>Survival.</u> The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

# **ARTICLE 9 - INSURANCE**

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance:

- (a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of
- \$1,000,000 per claim and annual aggregate.

CONSULTANT shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER. OWNER shall require all PROJECT contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

#### ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or Scope of Services set forth in Attachment A; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to, or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least fifteen (15) days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase the CONSULTANT'S legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain.

# ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

# **ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by THE CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

# ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

#### ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination

notice to cure or to submit a plan for cure acceptable to the other party. OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the PROJECT schedule.

# **ARTICLE 15 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

# **ARTICLE 16 - NOTICES**

Any notice required by this Agreement shall be made in writing to the address specified below:

OWNER: CONSULTANT:

David R. Riesland, P.E.

City Transportation Engineer

City of Norman

Parkhill, Smith & Cooper, Inc.

225 N. Webster Avenue

Norman, OK 73070

Ben Sanchez, P.E.

Civil Engineer | Principal

Parkhill, Smith & Cooper, Inc.

14101 Wireless Way, Suite 350

Oklahoma City, OK 73134

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

# **ARTICLE 17 - DISPUTES**

In the event of a dispute between OWNER and CONSULTANT arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

# **ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY**

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable

laws and regulations. Including the City of Norman's policies and provisions. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity or expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

# **ARTICLE 19 - WAIVER**

A waiver by either OWNER or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

# **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

#### **ARTICLE 21 - INTEGRATION**

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

# **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

# **ARTICLE 23 - ASSIGNMENT**

Neither OWNER nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, CONSULTANT may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

#### **ARTICLE 24 - NO THIRD PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

City of Norman Contract No.: K-2425 | Item 12.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

| DATED this                  | _ day of              | , 2025.  |   |
|-----------------------------|-----------------------|----------|---|
| The City of Norm<br>(OWNER) | an                    |          | Parkhill, Smith & Cooper, Inc. (CONSULTANT) |
| Signature                   |                       | -        | Signature Bent Say, PE                      |
| Name                        |                       | _        | Name Ben Sanchez, PE                        |
| Title                       |                       | _        | Title <u>Civil Engineer   Principal</u>     |
| Date                        |                       | _        | Date 1/10/2025                              |
| Attest:                     |                       |          | Attest:                                     |
| City Clerk                  |                       | -        | Project Coordinator                         |
|                             |                       |          |   |
|                             |                       |          |   |
| Approved as to fo           | orm and legality this | day of _ | 2025.                                       |
|                             |                       |          |   |
| City Attorney               |                       |          |   |

# ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

#### **DESCRIPTION OF PROJECT**

Construction of a Legacy Trail Path along S.H. 9 beginning near 72<sup>nd</sup> Avenue and extending east along S.H. 9 terminating 84th Avenue SE.

## **DESIGN SERVICES**

#### **PROJECT Extents:**

The beginning of PROJECT (BOP) shall be near the intersection of 72<sup>nd</sup> Avenue and S.H. 9 near STA 455+00 of ODOT State Job No. 20266(04) and Job No. 20266(11). The PROJECT shall extend approximately 5,300' feet east (1.00 mile) past 84th Avenue SE to the End of PROJECT (EOP) near STA 508+00 of stated ODOT project.

# **PROJECT Exceptions:**

It is anticipated that the project will be entirely within the proposed ODOT right of way or existing right of way of City of Norman. Therefore, no right-of-way acquisition services are included in the scope of services. The environmental clearance for the PROJECT will be prepared by ODOT. Therefore, no environmental clearance services are included in the scope of services. It is anticipated that no utility relocations will be required. Therefore, no utility relocation services are included in the scope of services.

Traffic signal modification design and multi-modal path lighting design are not anticipated. Therefore, no traffic engineering or lighting designs are included in the scope of services.

Geotechnical services are excluded from the scope of services, but if required for the project, will be provided by the Owner.

Section 404 permitting or flood plain activity permitting is not included in the current scope of services.

The legacy trail path will be designed based on a design survey for the PROJECT that is included in the scope of services.

Limited Construction Administration has been included as follows: one pre-construction meeting, one mid and one final project site walk, and answering Requests for Information (RFI).

## **Incidental Construction:**

The PROJECT shall include grading, paving, drainage structures, and any other ancillary construction as required, tying the proposed construction to adjacent improvements.

# **Specific PROJECT Requirements:**

Design criteria and other requirements specific to this PROJECT include:

- The design shall meet the design requirements of the contributing funding mechanisms.
- The design shall meet appropriate PROWAG guidelines as required.

- The design shall meet City of Norman standards as desired and ODOT standards as required.
- The design of the project will include drainage analyses. The hydrologic drainage calculations provided in the recent ODOT State Job [20266(04) and 20266(11)] will be used for sizing drainage structures. In most instances, the existing ODOT structures will be simply extended.
- Engineering reports, bidding, construction, and supporting documents developed by CONSULTANT shall comply with the established requirements of OWNER, the Oklahoma Department of Transportation (ODOT), and Federal Highway Administration (FHWA) for the purpose of seeking/securing federal construction funds by OWNER. CONSULTANT makes no representations, warranties, or guarantees with regard to the success of OWNER in securing said funds.

In addition, PROJECT shall be designed in accordance with the general criteria identified in PART III – Design Criteria.

#### PART II – SERVICES PROVIDED BY OTHERS

Engineering and ancillary services including but not limited to those identified below, shall be the responsibility of others unless added to the scope of services by contract amendment:

- <u>Utility relocation design</u>
- Certificates of title and Right-of-Way Appraisals & Acquisitions
- Easement Acquisition Legal Descriptions and/or Right of Way Plans
- Environmental Clearance
- Construction Inspection & Construction Administration Services
- Geotechnical Services
- Wetlands & Flood Plain Permitting
- Traffic engineering and lighting design

# PART III - DESIGN CRITERIA

The design and plans shall conform to current State and AASHTO policies and standards (as modified under the direction of OWNER in writing) including:

- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, FHWA, 2009 Edition;
- Standard Specifications for Highway Construction, and Supplementals, Oklahoma Department of Transportation, 2019;
- Roadside Design Guide, American Association of State Highway and Transportation Officials, 2011 Edition;
- Right-of-way Specifications Manual for Preparation of Plans and Documents, Oklahoma Department of Transportation, (latest revision);

- Oklahoma Administrative Code (OAC), Title 730;
- Drainage Design Manual, Oklahoma Department of Transportation, 2020 Edition;
- Roadway Design Manual, Oklahoma Department of Transportation, 1992 Edition;

# PART IV – GENERAL PERFORMANCE REQUIREMENTS

CONSULTANT agrees to the following as appropriate and when applicable SERVICES included in this AGREEMENT:

- 1. To compute and place upon the construction plans, right-of-way ties to the survey line or a construction reference line, whichever is the most feasible, for the purpose of staking the right-of-way line for construction operations.
- 2. To prepare and furnish complete detailed final construction plans as called for in "DESCRIPTION OF PROJECT".
- 3. The design survey and available ODOT plans will be the basis of design of the Legacy Trail path. The construction documents will require the contractor to verify critical elevations and locations prior to construction.
- 4. The ODOT hydrologic drainage calculations for the S.H. 9 reconstruction project will be the basis for sizing drainage structures associated with the PROJECT. In most cases, the ODOT structure will simply be extended or slightly modified.
- 5. To furnish any additional plan sheets identified in the scope of services and as required by the OWNER.
- 6. To provide public involvement participation, coordination and support between the OWNER, the effected local business owners, residents, and community based organizations. Such services shall include, but not limited to, attendance and participation at meetings, gatherings, assemblies or hearings as requested by the OWNER.
- 7. To be available for such conferences as the OWNER may deem necessary in connection with the work. The OWNER shall have the right to inspect the work at all reasonable times at CONSULTANT's office.
- 8. To coordinate its CONSULTANT's work with other consultants on adjoining projects, if any, and to furnish and share survey and plan data identified in the scope of services in such a manner as to facilitate and expedite the completion of AGREEMENTS for adjacent work.
- 9. To prepare and/or update CONSULTANT's Opinion of Probable Cost at each submittal milestone (30%, 60%, 90%, 100%).
- 10. To furnish a legible copy of all computations used in developing cost estimates which are neatly arranged, bound and are properly identified and indexed. The computations shall be submitted when the documents are submitted to the OWNER.

# PART V – WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS

The following Work Breakdown Structure (WBS) and Work Product Requirement are an outline and understanding of the scope of services that supports CONSULTANT's fee and PROJECT schedule. The WBS is an expansion on the general requirements presented in PARTS I through IV. All requirements set forth in PARTS I through IV shall be met regardless of whether or not more specific requirements are stipulated herein. A list of the sizes and number of sets of plans included in the AGREEMENT is provided in PART VI – PLAN REQUIREMENTS.

## PHASE I – PRE-DESIGN SERVICES

The tasks to be performed by CONSULTANT include:

# Task 1 – Design Survey

All design documents are to be based on the design survey. The project is anticipated to be entirely within the existing ODOT right-of-way.

- a. CONSULTANT will use the design survey to identify horizontal and vertical control within PROJECT limits necessary to serve as survey control for construction staking by the Construction Contractor.
- b. CONSULTANT will obtain, or create, contours and a digital terrain model based on the design survey.
- c. CONSULTANT will coordinate construction plans with ODOT as required.

# **PHASE 2 – DESIGN SERVICES**

The following Design Services will be provided by the CONSULTANT as necessary to complete the PROJECT as defined above:

# Task 2A – Concept Design (30% Design)

The CONSULTANT shall conduct the following design functions during the Concept Design task:

- Review existing adopted trail master plans and City Standards.
- b. Site visit for photographic inventory.
- c. Meet with City as necessary to refine the concept, desires, and project preferences.
- d. Meet with ODOT to discuss coordination of projects and exchange of design files and data.
- e. Prepare preliminary horizontal & vertical alignments and set up associated Plan & Profile Sheets.
- f. Develop proposed typical sections and concept details for the path.
- g. Identify critical design issues.
- h. Develop alternatives to resolve critical design issues.
- i. Prepare a Preliminary Engineers Estimate of Probable Cost.
- j. Facilitate a 30% concept plan review with the City and ODOT.

# Task 2B – 60% Design

The CONSULTANT shall complete design analysis and prepare all design documents necessary to conduct a Plan-in-Hand PROJECT review with ODOT and the OWNER. These tasks are anticipated to include the following:

- a. General notes
- b. Confirm horizontal and vertical alignments
- c. Confirm Typical Sections
- d. Identify any permitting required.
- e. Identify outstanding issues
- f. Although not anticipated, identify any Right-of-Way needs and Utility Conflict
- g. Revise P & P Sheets
- h. Prepare Cross Section Sheets
- i. Prepare Drainage Structure Tables
- j. Prepare Summary Tables
- k. Prepare Driveway Schedules
- 1. Prepare Pay Items & Notes
- m. Prepare Signing & Striping Plan Sheets
- n. Prepare Detail Sheets
- o. Revise Engineer's Estimate of Probable Cost.
- p. Prepare Geometric Control Sheets.

# Task 2C - 90% Design

Upon receiving Plan-in-Hand comments from the OWNER and ODOT, the CONSULTANT shall prepare 90% design documents. These tasks are anticipated to include the following:

- a. Prepare P & P Sheets
- b. Prepare Cross Section Sheets
- c. Prepare Drainage Structure Tables
- d. Prepare Summary Tables
- e. Prepare Driveway Schedules
- f. Prepare Pay Items, Bid Quantities & Pay Notes
- g. Prepare any Special Provisions.
- h. Prepare Signing & Striping Plan Sheets
- i. Prepare Detail Sheets
- j. Prepare Construction Sequence Plans
- k. Prepare Engineer's Estimate of Probable Cost.

# Task 2D - Final Plans

Upon receiving 90% Design comments from the OWNER and ODOT, the CONSULTANT shall prepare final Construction Documents suitable for City Bidding. These tasks are anticipated to include the following:

- 1. Finalize P & P Sheets
- m. Finalize Cross Section Sheets
- n. Finalize Drainage Structure Tables
- o. Finalize Summary Tables
- p. Finalize Driveway Schedules
- q. Finalize Pay Items, Bid Quantities & Pay Notes
- r. Prepare any Special Provisions.
- s. Finalize Signing & Striping Plan Sheets
- t. Finalize Detail Sheets
- u. Finalize Construction Sequence Plans
- v. Finalize Engineer's Estimate of Probable Cost.

# PHASE 3 – CONSTRUCTION SERVICES

# Task 3A – Bid Administration

CONSULTANT will serve OWNER in a support role during the bidding/award process. CONSULTANT shall also provide the specific services outlined herein.

- a. CONSULTANT shall prepare a signed/sealed Engineer's Estimate based on the final construction documents, pay items, and quantities.
- b. CONSULTANT shall attend the Pre-Bid Conference conducted by OWNER to discuss the PROJECT and answer questions from possible contractors. CONSULTANT shall provide written responses to questions.
- c. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.

# Task 3B - Limited Construction Administration

CONSULTANT will serve OWNER/ODOT in a support role during the construction process. CONSULTANT shall also provide the specific services outlined herein..

- a. CONSULTANT shall attend three site walks (pre-construction, mid-construction, and final walk).
- b. CONSULTANT shall correspond with the contractor and OWNER for any necessary clarifications to the plan documents provided by the CONSULTANT.
- c. CONSULTANT shall respond to RFI's from the contractor.

# PART VI – PLAN REQUIREMENTS

Drawings shall conform to ordinary ODOT drafting standard and shall be 22 x 34-inches (full size) and 11 x 17-inches (half size) prints. CONSULTANT shall provide and submit the required number of plan sets to complete the PROJECT. It is currently unknown the exact number of full size and half size plan sets required. For purposes of this contract, the following numbers of submittal plan sets (Plan-in-Hand & Final Plans) are included in the base fees:

- a. Full Size 7
- b. Half-Size 30

Other required plan set copies will be provided as a reimbursed expense on a cost plus 15% basis. Work in progress sets and progress meeting sets will be half size and included in the base fees.

#### PART VII - MUTUAL AGREEMENTS

OWNER and CONSULTANT mutually agree:

- a. SERVICES to be performed by CONSULTANT shall include and encompass those services identified in "PART V WORK BREAKDOWN STRUCTURE & WORK PRODUCT REQUIREMENTS".
- b. CONSULTANT shall hold the OWNER as a confidential client. CONSULTANT shall make no statements or publish any materials regarding any investigations to any party on behalf of the OWNER without prior written authorization from the OWNER. CONSULTANT shall refer all questions regarding this AGREEMENT and the work defined herein to the OWNER.
- c. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, CONSULTANT'S Opinion of Probable Cost shall be made on the basis of its experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from CONSULTANT'S construction cost estimates.
- d. When the plans are completed to the field review stage, representatives of the OWNER will accompany CONSULTANT on a field review investigation to mutually determine design features to be incorporated in the final plans.
- e. All tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the AGREEMENT shall be delivered to and become the property of the OWNER. All basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available upon request to the OWNER without restriction or limitation on their use. When an AGREEMENT is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans
- f. CONSULTANT shall furnish all engineering services, labor, equipment, and incidentals as may be required to perform this AGREEMENT, except as may be otherwise specifically provided for herein or would otherwise not have been reasonably anticipated.
- g. CONSULTANT shall sign the final product of CONSULTANT'S efforts submitted to the OWNER and affix the appropriate Oklahoma seal as proof of Professional engineer registration in the State of Oklahoma.
- h. CONSULTANT and/or surveyor shall place his professional seal of endorsement and signature on all the documents, survey information and engineering data furnished to the OWNER when such

is required by the Level or Type of Service defined by this AGREEMENT and additionally, as may be required by State Law.

i. CONSULTANT and it's sub-consultants are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT, for inspection by the OWNER and copies thereof shall be furnished to the OWNER, and if required, to ODOT.

#### **DELIVERABLES**

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

# 1. <u>Design Plans – 30/60/90 Milestone Schedule</u>

#### a. Plan Requirements

Plans shall consist of one (1) 22 x 34-inches (full size) and 11 x 17-inches (half size) prints TO SCALE.

# b. Preliminary (30%) Plans and Design Analysis

The 30% Preliminary Design Submittal should include, but is not limited to, the following

- 30% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Plan and Profile Sheets
- Preliminary Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

#### c. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables
- Storm Water Management Plan
- Plan and Profile Sheets
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way

requirements)

- Opinion of Probable Cost
- Updated Design Schedule

#### d. (90%) Plans

The 90% Design Submittal should include, but is not limited to, the following:

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes (Provided to Parkhill as part of ODOT's environmental clearance)
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

# e. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes (Provided to Parkhill as part of ODOT's environmental clearance)
- Sequence of Construction & Traffic Control Plans
- Special Provisions Form
- Final Opinion of Probable Cost in required format
- Final Design Calculations shall be made available upon request

Item 12.

City of Norman

Contract No.: K-2425-83

# **ADDITIONAL SERVICES NOT INCLUDED**

Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting etc.

Full time construction inspection or observation.

Construction surveying or surveying for as-built conditions.

Property Acquisition

Appraisals -Negotiations & Acquisitions

404 permitting or flood plain activity permit.

Item 12.

City of Norman

Contract No.: K-2425-83

# ATTACHMENT B PROJECT SCHEDULE

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

#### TASK/MILESTONE

# ANTICIPATED COMPLETION DATE

| Notice to Proceed            | January 15, 2025   |
|------------------------------|--------------------|
| 30% Plans                    | 90 days after NTP  |
| 60% Plans                    | 150 days after NTP |
| 90% Plans                    | 210 days after NTP |
| Bid Plans and Specifications | 270 days after NTP |
|                              |                    |
|                              |                    |
|                              |                    |
|                              |                    |
|                              |                    |

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

# ATTACHMENT C COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount not to exceed \$ 127,098 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

| DESIGN TASK                                   | COMPENSATION |
|---|--------------|
| Task 1 – Design Survey                        | \$15,500     |
| Task 2A – Concept Design (30%)                | \$30,339     |
| Task 2B – 60% Design                          | \$31,298     |
| Task 2C – 90% Design                          | \$25,705     |
| Task 2D – Final Plans                         | \$10,000     |
| Task 3A – Bid Administration                  | \$9,117      |
| Task 3B – Limited Construction Administration | \$5,139      |
| TOTAL COMPENSATION                            | \$127,098    |

# ATTACHMENT D OWNER'S RESPONSIBILITIES

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

#### I. OWNER RESPONSIBILITIES

- Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
- 2. OWNER shall be responsible for all permit fees.
- 3. OWNER shall examine all studies, reports, sketches, estimate specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
- 4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- 5. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
- OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

#### II. SPECIAL RESPONSIBILITIES

- OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
- OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.



**Location Map** 

Proposed State Highway 9 Multi-modal Path

72<sup>nd</sup> Avenue SE to 84<sup>th</sup> Avenue SE

W E

Proposed Multi-modal Path

#### DESIGN FEE ESTIMATE LEGACY TRAIL - SH 9 - FROM 72ND AVENUE TO 84TH AVENUE

DAVID RIESLAND CITY OF NORMAN 11/20/2024

#### PHASE 1. PRE-DESIGN SERVICES

| 1       | Boundary and Topographic Survey                         |                      |          | Та           | sk 1B Sub-Total =          | \$15,500 |          |
|---------|---|----------------------|----------|--------------|----------------------------|----------|----------|
|         |   |                      | DUAG     | - 4 DD= D=   | SIGN TOTAL =               |          | \$15,500 |
|         |   |                      | PHAS     | E 1 - PRE-DE | SIGN TOTAL =               |          | \$15,500 |
| PHASE 2 | DESIGN SERVICES   |                      |          |              |                            |          |          |
| 2A      | Concept Design Services (30% Design)                    |                      |          |              |                            |          |          |
|         |   | RATE                 | UNIT     | # OF UNITS   | COST                       |          |          |
|         | Principal   | \$338.00             | hr       | 9            | \$3,042.00                 |          |          |
|         | Professional Engineer<br>Designer                       | \$283.00<br>\$117.00 | hr<br>hr | 27<br>168    | \$7,641.00<br>\$19.656.00  |          |          |
|         | g   |                      |          |              |                            |          |          |
|         |   |                      |          | Ta           | sk 2A Sub-Total =          | \$30,339 |          |
| 2B      | 60% Design (Plan in Hand)                               |                      |          |              |                            |          |          |
|         |   | RATE                 | UNIT     | # OF UNITS   | COST                       |          |          |
|         | Principal   | \$338.00             | hr       | 10           | \$3,380.00                 |          |          |
|         | Professional Engineer<br>Civil Designer                 | \$283.00<br>\$117.00 | hr<br>hr | 54<br>108    | \$15,282.00<br>\$12,636.00 |          |          |
|         | Civil Designer  | \$117.00             |          | 100          | \$12,030.00                |          |          |
|         |   |                      |          | Та           | sk 2B Sub-Total =          | \$31,298 |          |
| 2C      | 95% Design (Final Plans - not bid set for construction) |                      |          |              |                            |          |          |
|         |   | RATE                 | UNIT     | # OF UNITS   | COST                       |          |          |
|         | Principal   | \$338.00             | hr       | 9            | \$3,042.00                 |          |          |
|         | Professional Engineer<br>Civil Designer                 | \$283.00<br>\$117.00 | hr<br>hr | 69<br>108    | \$19,527.00<br>\$12,636.00 |          |          |
|         | Reproduction  | \$500.00             | L.S.     | 1            | \$500.00                   |          |          |
|         | Reproduction  | \$500.00             | L.S.     | '            | \$300.00                   |          |          |
|         |   |                      |          | Ta           | sk 2C Sub-Total =          | \$35,705 |          |
|         |   |                      |          |              |                            |          |          |
|         |   |                      | PHA      | SE 2 - DESIG | N SERVICES =               |          | \$97,342 |
| PHASE 3 | CONSTRUCTION SERVICES                                   |                      |          |              |                            |          |          |
| 3A      | Bid Administration                                      |                      |          |              |                            |          |          |
|         |   | RATE                 | UNIT     | # OF UNITS   | COST                       |          |          |
|         | Principal   | \$338.00             | hr       | 2            | \$676.00                   |          |          |
|         | Professional Engineer                                   | \$283.00             | hr       | 21           | \$5,943.00                 |          |          |
|         | Civil Designer<br>Clerical                              | \$117.00<br>\$45.00  | hr<br>hr | 14<br>8      | \$1,638.00<br>\$360.00     |          |          |
|         | Reproduction  | \$500.00             | L.S.     | 1            | \$500.00                   |          |          |
|         |   |                      |          | Та           | sk 3A Sub-Total =          | \$9,117  |          |
| 3B      | Limited Construction Administration                     |                      |          |              |                            |          |          |
|         |   | RATE                 |          | # OF UNITS   | COST                       |          |          |
|         | Principal<br>Professional Engineer                      | \$338.00<br>\$283.00 | hr<br>hr | 2            | \$676.00<br>\$3.113.00     |          |          |
|         | Civil Designer  | \$117.00             | hr       | 10           | \$1,170.00                 |          |          |
|         | Clerical  | \$45.00              | hr       | 4            | \$180.00                   |          |          |
|         |   |                      |          | Та           | sk 3A Sub-Total =          | \$5,139  |          |
|         |   |                      |          |              |                            |          |          |
|         |   | PHASE 3 - COM        | NSTRU    | CTION SERV   | ICES TOTAL =               |          | \$14,256 |
|         |   |                      |          |              |                            |          |          |

DESIGN FEE TOTAL\* =

\$127,098

Parkhill Cost Estimate for K-2425-83

<sup>\*</sup> Note: No Construction Administration or Construction Inspection Included To be determined upon development of Preliminary Plans & Report

The State of Texas §

County of Lubbock § RESOLUTION

At a meeting of the Board of Directors of Parkhill, Smith & Cooper, Inc. (dba Parkhill), on September 19, 2024, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

"BE IT RESOLVED that the following Principals and employees of the corporation, namely:

Isaac Aguilar(Wesley) Dean LackeyDaniel AlbusRobert (RJ) LopezJeffrey (Ryan) BaileyRyan KennerlyMike BakerSteven Lemke

Mike Baker
Toby Baker
Greg Billman

Joseph (Joe) Bradley Scott Nelson Jon Braudt Frank Pugsley Danny Cahill Michael Ramirez **Brent Clifford** Kreg Robertson Robert Rollo Nick Cooper Michael Crepeau Keith Rutherford Chad Davis Ben Sanchez Chad Dietz Mark Sanchez Hector De Santiago Scott Slagle

Jay Edwards (Jonathan) Michael Strain

Zane Edwards Brian Stephens
David Finley Todd Stiggins
Brian Griggs Mary Stills
Mark Haberer Kelby Sue
John Hamilton William R. Swain
Drew Hardin Marcy Trujillo

Dan HartBrandon Young(Exa) René HawkleeEric WestKelly HendersonRyan WilkensJacob HernandezDanny WinchesterJared HigginsClint WoffordKelly HillAllan WolfMichael HowardSamuel Wyatt

Michael Howard Samuel Wyatt
Brian Irlbeck Collin Zalesak
Kyle Jackson Jamie Zavodny

are hereby authorized to approve and sign contracts on behalf of the corporation."

I, Mark Haberer, Secretary of Parkhill, Smith & Cooper, Inc. (dba Parkhill), do hereby certify that the above and foregoing is a true and correct copy of a resolution passed by the Board of Directors of said corporation on September 19, 2024, and that the same has not been altered or amended, and that the same is in full force and effect.

Mark Haberer

Dawn Moore

Mike Moss

# File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-87: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT TAP3-8650(004)TP, STATE JOB 38650(04), TO PROVIDE TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72<sup>nd</sup> AVENUE SE AND 84<sup>th</sup> AVENUE SE WITH BUDGET TRANSFER (\$242,500 FROM THE ASP AVENUE PARKING LOT) AND ADOPTION OF RESOLUTION R-2425-79.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-87: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT TAP3-8650(004)TP, STATE JOB 38650(04), TO PROVIDE TWO MILES OF MULTIMODAL PATH ALONG STATE HIGHWAY 9 BETWEEN 72<sup>nd</sup> AVENUE SE AND 84<sup>th</sup> AVENUE SE WITH BUDGET TRANSFER (\$242,500 FROM THE ASP AVENUE PARKING LOT) AND

ADOPTION OF RESOLUTION R-2425-79.

# **BACKGROUND**:

The Oklahoma Department of Transportation (ODOT) Transportation Alternative Program has historically provided funding for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation an vegetation management activities; recreational trail programs; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. The Transportation Alternatives Programs continues to build upon the legacy of prior programs by providing funding opportunities for local projects that support additional transportation options, strengthen local economies, improve quality of life, protect the natural environment, and enhance transportation infrastructure.

Funds set aside for ODOT Transportation Alternatives Grant program include projects and activities encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through ODOT, closed on May 31, 2024. Awards were announced on October 24, 2024. Norman was awarded one mile of multi-

modal path along the north side of State Highway 9 between 72<sup>nd</sup> Avenue SE and 84<sup>th</sup> Avenue SE. A location map is attached.

# **DISCUSSION:**

The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by Resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney's Office. Based upon the preliminary cost estimates submitted with the grant application, the city's financial obligation in this agreement, shown on page 6 of the attached agreement, is \$242,500. These funds will have to be included in the FYE 2026 capital budget. In addition, the City is obligated to:

- Finance and prepare engineering design plans
- Finance and acquire any necessary right-of-way/easements
- Finance and relocate any potential utility conflicts
- Finance and prepare applicable NEPA environmental assessments

If approved, the new mile of multi-modal path should be let for construction in early fall of 2026. This would mean that the mile of path would be under construction in early 2027 with completion before the end of 2027.

# **RECOMMENDATION:**

Staff recommends approval of Contract K-2425-87 and Resolution R-2425-79 with ODOT for one mile of multimodal path along State Highway 9 between 72<sup>nd</sup> Avenue SE and 84<sup>th</sup> Avenue SE and budget transfer from Asp Avenue Parking Lot (BG0255) for path construction.

| Losing Accoun   | t            |              | Gaining Accou  | Gaining Account |                            |  |
|---|--------------|--------------|--|-----------------|----------------------------|--|
| Account   | Beg. Balance | End. Balance | Account  | Beg. Balance    | Cumulative<br>End. Balance |  |
| BG0255,<br>50594908-<br>46001 Land<br>(Asp Avenue<br>Parking Lot) | \$266,902    | \$24,402     | TR0127,<br>50596688-<br>46101 Const.<br>(SH 9<br>Multimodal<br>Path 72 <sup>nd</sup> to<br>84th) | \$0             | \$242,500                  |  |



**Location Map** 

Proposed State Highway 9 Multi-modal Path

72<sup>nd</sup> Avenue SE to 84<sup>th</sup> Avenue SE

W E

Proposed Multi-modal Path

# STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

NORMAN: TRAIL ON SH-9 FROM 72ND AVE EAST TO 84TH AVE EAST

Project No.: TAP3-8650(004)TP

State Job No.: 38650(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Norman**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

# **WITNESSETH**

**WHEREAS**, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

| Project Type | Div. | County    | JP No     | Project   | Work Type       | Description                              |
|--------------|------|-----------|-----------|-----------|-----------------|--|
|              |      |           |           | No.       |                 |  |
|              |      |           |           |           |                 |  |
|              |      |           |           |           |                 |  |
| ENHANCEMENT  | 03   | CLEVELAND | 38650(04) | TAP3-     | PEDESTRIAN/BIKE | NORMAN: TRAIL ON SH-9 FROM 72ND AVE EAST |
|              |      |           |           | 8650(004) | IMPROVEMENTS    | TO 84TH AVE EAST                         |
|              |      |           |           | TP        |                 |  |

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

**WHEREAS**, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

Item 13.

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

#### SECTION 1: PROJECT AGREEMENT

- 1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.
- 1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seg., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".
- 1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seg.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

# SECTION 2: ENGINEERING RESPONSIBILITIES

- 2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.
- 2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
- 2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
- 2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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- 2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and subrecipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.
- 2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.
- 2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.
- 2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

# SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

- 3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.
- 3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.
- 3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.
- 3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

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installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation Local Government Division 200 N.E. 21<sup>st</sup> Street Oklahoma City, Oklahoma 73105-3204

- 3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.
- 3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.
- 3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

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- 3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.
- 3.10 The Sponsor agrees to;
  - Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
  - Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
  - Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

# SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a <u>not-to-exceed</u>, TAP total estimated cost of **\$970,000**, as described below:

|                           | FUNDING SOURCE =>                      | Т                          | AP                     | Spon      | Sponsor   |           |
|---------------------------|--|----------------------------|------------------------|-----------|-----------|-----------|
| STATE<br>JOB PIECE<br>NO. | DESCRIPTION                            | TOTAL<br>ESTIMATED<br>COST | SHARE<br>(%)           | AMOUNT    | SHARE (%) | AMOUNT    |
| 38650(05)                 | Design -                               | \$0                        |                        | \$0       |           | \$0       |
| 38650(06)                 | Right-of-Way -                         | \$0                        |                        |           | 100       | \$0       |
| 38650(07)                 | Utilities -                            | \$0                        |                        |           | 100       | \$0       |
| 38650(04)                 | Construction -<br>(With 6% Inspection) | \$1,212,500                | 80 up to<br>a limit of | \$970,000 | Remainder | \$242,500 |
| Total                     |  | \$1,212,500                | Total=>                | \$970,000 | Total=>   | \$242,500 |

- 4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (JP 38650(04,05,06,07) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.
- 4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be

responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

#### SECTION 5: CONSTRUCTION RESPONSIBILITIES

- 5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
- 5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.
- 5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.
- 5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.
- 5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

- 5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.
- 5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
  - Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
  - Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
  - Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
  - Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
  - Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
  - Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
- 5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.

- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the rightof-way lines, and if no gutter exists, between the shoulder lines and the right-ofway lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
- 5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
  - 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

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- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.
- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

#### SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

#### 1) Compliance with Regulations:

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

#### 2) **Nondiscrimination**:

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

### 3) <u>Solicitations for Subcontracts, Including Procurement of Materials and</u> Equipment:

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

#### 4) Information and Reports:

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

#### 5) Sanctions for Noncompliance:

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

#### 6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

#### SECTION 7: TERMINATION

- 7.1 This Agreement may be terminated by any of the following conditions:
  - a) By mutual agreement and consent, in writing of both parties.
  - b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
  - c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
  - d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
  - e) By satisfactory completion of all services and obligations described herein.
- 7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

#### SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for

any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

#### SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

#### SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

#### SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

#### SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

#### SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

#### SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

#### SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

#### SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

| IN WITNESS WHEREOF, the authority vested in him by the subscribed his name as Direct has executed same pursuant to | State Trans<br>or of the De | portation Commission, has l<br>partment of Transportation | hereunto<br>and the Sponsor |
|--|-----------------------------|---|-----------------------------|
| The Sponsor, and the Department o  | n the                       | on this of<br>day of                                      | , 20                        |
|  | THE CITY                    | OF NORMAN   |                             |
| APPROVED AS TO FORM<br>AND LEGALITY  |                             |   |                             |
| By<br>City Attorney  |                             | By<br>Mayor   |                             |
| ByAttest: City Clerk   |                             | (SEAL): Appro<br>OF NORMAN                                | ved – THE CITY              |
| DEPAR  |                             | F OKLAHOMA<br>F TRANSPORTATION                            |                             |
| F  | Recommen                    | ded for Approval  |                             |
| Local Government Division<br>Engineer  | DATE                        | Director of Project Del                                   | livery DATE                 |
| APPROVED AS TO FORM<br>AND LEGALITY  |                             | APPROVED  |                             |
| General Counsel  | DATE                        | Deputy Director   | DATE                        |

#### **RESOLUTION NO. R-2425-79**

### BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project No. TAP3-8650(004)TP, State Job Number 38650(04), by and between the City of Norman and the Oklahoma Department of Transportation;

| ned by the Mayor on this day of     | , 2025.        |
|-------------------------------------|----------------|
|                                     | CITY OF NORMAN |
|                                     | Mayor          |
| TEST:                               |                |
| y Clerk                             |                |
| proved as to form and legality this | day of, 202    |

#### File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-142 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., DECREASING THE CONTRACT AMOUNT BY \$72,685.00, FOR A REVISED CONTRACT AMOUNT OF \$3,177,571.00, FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$152,565.75.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 12/10/2024

**REQUESTER:** Ken Giannone, Capital Projects Engineer

**PRESENTER:** Ken Giannone, Capital Projects Engineer

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

POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-142 BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., DECREASING THE CONTRACT AMOUNT BY \$72,685.00, FOR A REVISED CONTRACT AMOUNT OF \$3,177,571.00, FOR THE PARSONS ADDITION WATERLINE REPLACEMENT - PHASE II; FINAL ACCEPTANCE OF THE PROJECT.

AND FINAL PAYMENT IN THE AMOUNT OF \$152,565.75.

#### **BACKGROUND:**

Contract (K-1819-87) with Cabbiness Engineering, LLC (now part of Garver) was approved by Norman Utilities Authority (NUA) on December 11, 2018 to design the replacement of approximately 10,000 linear feet of water line in the Parsons Addition. Due to the project's close proximity to campus, the design process included public meetings to solicit input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords who could be impacted by the work on this project. Based on that input as well as discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. Phase I was scheduled and completed during the summer of 2019. Phase II was originally scheduled for the summer of 2020, but was eventually deferred until the summer of 2024.

Phase II of the Parsons Addition Waterline Replacement project was advertised on March 7, 2024, and bids were opened on March 28, 2024. The lowest and best bidder was determined to be Southwest Water Works, LLC (SWWW) of Oklahoma City, OK. A contract in the amount of \$3,250,256.00 was awarded by NUA at the April 9, 2024 City Council Meeting. Notice to Proceed on this project was issued as of May 13, 2024, and work commenced immediately thereafter.

#### **DISCUSSION:**

On July 30, 2024, SWWW advised that, in their opinion, the project was substantially complete. NUA staff performed an inspection later on that date and confirmed that project was substantially complete. NUA also prepared a punchlist that was transmitted to SWWW. On August 1, 2024, SWWW advised that all items on the punchlist had been addressed and requested a final inspection on the project. On August 6, 2024, representatives from NUA, Garver, and SWWW

completed a final inspection of the project, and all attendees agreed that the punchlist had been fully addressed and the Parsons Waterline Replacement – Phase II project was complete.

During the course of the project, minor adjustments in the quantities of the various contract line items were required in order to complete the work, which is typical on projects of this type. Change Order No. 1 is proposed in order to revise the quantities of contract line items to match the "as-built" quantities that were required to complete the work. If approved, Change Order No. 1 will result in a net decrease to the contract in the amount of \$72,685.00. This would result in a final contract price of \$3,177,571.00, a reduction of 2.2% over the original contract price. There is no change in Contract Time associated with this proposed change order.

As of this date, SWWW and SWWW's vendors have been paid a total of \$3,018,692.45 in progress payments on the project, and, as noted above, proposed Change Order No. 1, if approved, will decrease the total contract amount to \$3,177,571.00. In addition, a total of \$6,312.80 is being paid to vendors for remaining invoice on the project. As a result and as shown in the attached Final Invoice, a final payment in the amount of \$152,565.75 is still owed to SWWW for the project. This amount represents SWWW's remaining retainage.

#### **RECOMMENDATION NO. 1:**

Staff recommends that Final Acceptance of Contract K-2324-142, Project WA0246, Parsons Additional Waterline Replacement – Phase II, be approved.

#### **RECOMMENDATION NO. 2:**

Staff recommends that Change Order No. 1 to Contract K-2324-142, Project WA0246, Parsons Additional Waterline Replacement – Phase II, decreasing the contract amount by \$72,685.00 for a revised contract amount of \$3,177,571.00, be approved.

#### **RECOMMENDATION NO. 3:**

Staff recommends that Final Payment to Southwest Water Works, LLC in the amount of \$152,565.75, as detailed above and including release of all retainage, be authorized.



# NORMAN UTILITIES AUTHORITY MEMORANDUM

**DATE:** 8/6/2024

TO: File

FROM: Kenneth J. Giannone, PE, Capital Projects Engineer

**RE:** Project WA0246

Parsons Addition Waterline Replacement - Phase II

Recommendation of Final Acceptance

As of July 30, 2024, all new waterlines on the above-referenced project had been installed, tested, and placed into service (including appurtenant services, fire lines, etc.) and all restoration had been completed. For these reasons, the project was deemed substantially complete as of that date, which means the contract "clock" officially stopped prior to the Contract Completion Date of August 4. 2024.

A punchlist was generated by Norman Utilities Department staff as of the Substantial Completion Date. It was transmitted to the contractor, Southwest Water Works, LLC (SWWW) by the end of the day on July 30, 2024, and SWWW immediately commenced addressing the items listed. On August 2, 2024, SWWW advised that all punchlist items had been address and requested a final walkthrough, and on August 6, 2024 at 10:00 am, the final walkthrough convened with the following in attendance:

- Ken Giannone, PE Norman Utilities
- Terry Graven Norman Utilities
- Luke Cutsinger Norman Utilities (for part of walkthrough)
- Shane Smith Southwest Water Works
- Jackson Matthews, Southwest Water Works

Based on the observations of all attendees during the walkthrough, all work listed on the punchlist had been completed. Refer to attached document entitled "Partial Preliminary Punchlist as of 08/06/2024". It shows the original punchlist created on July 30, 2024 and confirms the results of the final walkthrough on August 6, 2024.

Based on the above, the writer hereby considers this project to be complete. Therefore, it is recommended that City of Norman approve Final Acceptance of this project and authorize payment of Final Payment (including release of all retainage) to the Contractor, Southwest Water Works, LLC.

## WA0246 - Parsons Addition Waterline Replacement - Phase II Partial Preliminary Punchlist as of 08/06/2024

| Item | Description   | Date           | Confirmed     |
|------|---|----------------|---------------|
| No.  |   | Completed      | by (Initials) |
| A.   | ELM STREET  | 2              |               |
| 1.   | Remove paving forms, clean up the NW and SW corners of the intersection, backfill and sod all disturbed areas.  | 8/6/24         | m             |
| 2.   | New fire hydrant at Brooks is too low and the valve box has dirt covering the valve nut.  | , b            | 96/10         |
| 3.   | The water meter at Zarrow Hall is too shallow.  | 1)             | EIM           |
|      | 720 Elm, fire hydrant od too low, must have center of steamer nozzle a minimum of 18" off the ground, but no more than 24".   | Ŋ              | 80m           |
|      | 744 Elm, level and sod disturbed area. Remove traffic signs.  | l <sub>j</sub> | DYO           |
| 6.   | NW corner of Elm and Parsons, remove lids and fill old valve boxes with concrete.   | Ŋ              | 2010          |
|      | 800 Elm, water meter is too shallow and not centered in box. Level and sod disturbed areas.   | 1/-            | 200           |
| 8.   | 808 Elm, water meter water is too shallow. Level and sod disturbed areas.   | ł)             | 201           |
| 9.   | 816 Elm, water meter box is too high. Make it level with existing ground, and place sod.  | b              | 992           |
| 10.  | 820 Elm, level area around meter box with top soil and place sod.   | 1)             | 206           |
|      | 824 Elm, water meters are not centered in meter boxes. Areas around meter boxes need top soil and leveled before placing sod. There are (2) broken irrigation lids to replace. New fire hydrant is too low.   | l)             | 200           |
| 12.  | 848 Elm, new fire hydrant is too low and the nut on the watch gate valve is covered with dirt. Clean up the NW corner of the intersection, replace broken valve box lid. Large meter box near ped pole has issues. The bricks have shifted and the water meter is almost completely buried. Need to correct thismake it easier to access and work on the meter. | t)             | 22            |
| 13.  | Intersection of Elm and Brooks, fill old valve boxes with concrete. Watch gate valve on new fire hydrant is covered with dirtclean out valve box. New fire hydrant is too low.  | vj             | 29r           |
|      |   |                | 447           |

| 3.       | COLLEGE AVENUE   | Charles and the                          |                     |
|----------|--|--|---------------------|
| 1.       | New valve box at far south end, valve installed north of the 16" mainis not straight or centered over nut. New fire hydrant  | alu z                                    |                     |
|          | is also too low. Level and sod all disturbed areas. Turn new FH steamer nozzle towards College Ave.                          | 8/6/24                                   | 6110                |
| 2.       | 828 College, water meter is not straight or centered in box.   |  | ~ V .               |
|          |  | <b>A)</b>                                | FIP                 |
| 3.       | 834 College, fire hydrant is too low.  | _  | 0                   |
|          |  | U  | MA                  |
| 4.       | Intersection of Parsons, the north, south and west valve boxes are not straight or centered above the new valve              | 1.                                       | Or in               |
|          | nutscorrect this.  |  |                     |
| 5.       | 730 College, new fire hydrant is too low, pour sidewalk repair and then clean up the area. Place top soil, level and sod all | ۸.                                       | ~ .                 |
|          | disturbed areas.   |  | 7-10                |
| 6.       | 700 College, level area and place sod.   |  | 9                   |
|          | Intersection of Brooks Street, remove old fire hydrant, new fire hydrant is too low, remove plastic covers on new ramps ( do | <u></u> :/                               | 1.4.)               |
| 7.       | this to all new ramps on the project), remove sand bags and signs, level and sod all disturbed areas.                        | Ь  | 2010                |
|          | 701 College, clean up the area, level and sod all disturbed areas, repair any damaged sprinklers.                            |  |                     |
| 0.       | 701 College, Clean up the area, level and sod an disturbed areas, repair any damaged sprinklers.                             | þ  | The                 |
| 9.       | 809 College, water meter is not centered in the box.   | ,  | Q                   |
|          |  | la l | LAR                 |
| 10       | 819 College, water meter is too shallow. Water meters must be at least 8" below lid to top of meter.                         | $V^k$                                    | 29~                 |
| <b>-</b> | CHAUTAUQUA AVENUE  | Marine 12                                | Control of the same |
| 1.       | 945 Chautauqua, replace water meter lid. The key hole is blocked.  | 86/24                                    | On                  |
|          |  | 00121                                    | TAN                 |
| 2.       | 943 Chautauqua, the sidewalk area is way too rough. Level area with topsoil and place new sod as needed to make it smooth    | 1.                                       | h/ N.               |
|          | and maintainable.  | U U                                      | A M                 |
| 3.       | 941 Chautauqua, water meters are not centered or straight inside the boxes. Drive steel bars into the ground to support the  | 1)                                       | CVIn                |
|          | meters.  | £/                                       | 119                 |
| 4.       | 925 Chautauqua, level and sod all disturbed areas.   | 1  | 9 NH                |
|          | 047 Charles and the Landau B. B. P. a. b. I.   |  | 1735                |
| ٥.       | 917 Chautauqua, level and sod all disturbed areas.   | 1.                                       | A BIM               |
| 6.       | 913 Chautauqua, level and sod all disturbed areas.   |  | 1/CDP               |
| 0.       | 515 Cilautauqua, level aliu sou ali disturbed areas.   | 11                                       | 210                 |
|          |  |  | +                   |
| 7.       | 903 Chautauqua, level area around meter box.   |  | A                   |

Waterline Replacement - Phase II

| 8 | 820 Chautauqua, remove all traffic signs.  | I        | <b>T</b> |
|---|--|----------|----------|
|   |  | 8/6/24   | 27       |
| 9 | Intersection of Brooks, clean up the entire area, repair any damaged sprinklers, remove sand bags, remove old fire hydrant, level and sod all disturbed areas.   | l h      | 200      |
| 1 | 0. 800 Chautauqua, level and sod all disturbed areas.  | 1)       | TID      |
|   | <ol> <li>820 Chautauqua, one valve box in street is full of dirt and the nut is completely covered. Clean out the valve box. Level and<br/>sod all disturbed areas.</li> </ol>   | Ŋ        | XYb      |
| 1 | 2. Across from 845 Chautauqua, level and sod all disturbed areas.  | 14       | SAM      |
| 1 | 3. Intersection of Parsons, clean up the entire area, level and place sod on all disturbed areas.  | <u>h</u> | 2/10     |
| 1 | 4. 910 Chautauqua, level and sod all disturbed areas. Clean up gravel from existing driveway.  | h.       | 276      |
| 1 | 5. 930 Chautauqua, repair all damaged sprinklers. Clean up the area, backfill, level and sod all disturbed areas. The first gate valve box in the street is not centered over the operating nut. Remove and replace valve box to make it centered. Water meter box is too low. | b        | 215      |
| 1 | 6. 944 Chautauqua, level and sod all disturbed areas.  | ji       | 910      |
| 1 | 7. 948 Chautauqua, water meter is not centered inside the box. Level and sod all disturbed areas.  | 'n       | 9410     |
| D | BROOKS STREET  |          |          |
| 1 | At the intersection of Elm, clean up the entire area, backfill, level and sod all disturbed areas. Repair any damaged sprinklers.  | 8624     | 210      |
| 2 | Pick up sign base at the north side of Zarrow Hall.  | Ŋ        | 910      |
| 3 | 701 College (along Brooks) clean up the area, repair any damaged sprinklers, level and sod all disturbed areas.  | l.       | 210      |
| 4 | Intersection of College, clean up the area, remove traffic signs, remove old fire hydrant, raise new fire hydrant, level and sod all disturbed areas.  | h        | 270      |
| 5 | 605 Brooks, level and sod all disturbed areas.   | 1,       | 220      |
| 6 | Area across from 605 Brooks, level and sod disturbed area.   | И        | 9)       |
|   |  |          | 449      |

Item 14.

| E  | PARSONS STREET   |        |      |
|----|--|--------|------|
| 1. | 845 Chautauqua (along Parsons)level and sod around water meter.  | 8/6/24 | 210  |
| 2. | New fire hydrant at corner of College Ave is too low. Level and sod all all disturbed areas. Repair any damaged sprinklers.          | h      | 200  |
| 3. | 801 College (along Parsons) water meter is not centered in meter box.  | u      | gju  |
| F  | GENERAL  |        |      |
| 1. | Remove all related traffic control outside the primary work area on side streets. Make sure all gravel is swept away on all streets. | 8/6/24 | LIB  |
| 2. | Clean up staging area  | 11     | 9675 |
| 3. | Return all salvaged materials to City of Norman Line Maintenance Facility.   | V      | JUJA |

#### FINAL INSPECTION ON 8/6/2024 AT 10 a.m.

**Attendees:** J. Gianore, C.o.d. Printed Signature Signature date 8/1/2024 Signature **Printed** date (12024 Signature Printed date Signature Printed dat

### APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 5

| Owner:                  | Norman Utilities Authority, 225                        |              |                         | 0                  |
|-------------------------|--|--------------|-------------------------|--------------------|
| Project Name:           | WA0246, Parsons Addition W                             | aterline Rep | lacement - Phase II     |                    |
| Contract No.            | K-2324-142   |              | PO No.                  | 24011513           |
| Start Date:             | May 13, 2024   |              | End Date:               | August 4, 2024     |
| Contractor:<br>Address: | Southwest Water Works, LLC 201 NW 132nd Street, Oklaho |              | ( 73114                 |                    |
| Application No.         | 4 - Final  |              | Application Date:       | September 20, 2024 |
| For the period:         | August 1, 2024   | thru Se      | eptember 20, 2024 , inc | lusive.            |

#### CONTRACTOR'S APPLICATION FOR PAYMENT

| 1<br>2<br>3 | Original Contract Amount<br>Net Change by Change Order(s)<br>Revised Contract Amount ( Line 1 +   | Line 2                 | )                      | \$3,250,256.00<br>-\$72,685.00<br>\$3,177,571.00 |
|-------------|---|------------------------|------------------------|--|
| 4<br>5<br>6 | Total Completed To Date<br>Stored Materials This Date<br>Total Completed and Stored (Line 4   | + Line                 | 5)                     | \$3,177,571.00<br>\$0.00<br>\$3,177,571.00       |
| 7           | Retainage: a Completed Work at b Stored Materials at Total Retainage (Lines 7a + 7b)  | <u>5%</u><br><u>5%</u> | of Line 4<br>of Line 5 | \$0.00<br>\$0.00<br>\$0.00                       |
| 8           | Total Earned Less Retainage (Line   | 6 less Li              | ine 7)                 | \$3,177,571.00                                   |
| 9           | Previous Payments: a Previously Paid to Contractor b Previously Paid to Vendors Total Previously Paid (Lines 9a + 9b)                   | <b>)</b> )             |                        | \$2,295,072.46<br>\$723,619.99<br>\$3,018,692.45 |
| 10          | Amount Due This Estimate a Invoices to be Paid by NUA (new many that the Amount Due to Contractor Total Amount Due This Estimate (Line) |                        |                        | \$6,312.80<br>\$152,565.75<br>\$158,878.55       |
| 11          | Balance to Complete, Including Reta   | ainage                 |                        | \$0.00   |

#### Page 2 of 5

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

| Notary Public: Notary Public Name, # 00000000000000000000000000000000000              |  |  |
|---|--|--|
| State of: Oklahoma  |  |  |
| County of: Oklahoma   |  |  |
| Subscribed and sworn to before me this  |  |  |
| Notary Public Name, # 00000522  | The state of the s | SCHINIFER EBERHARI                             |
| ENGINEER'S CERTIFICATE FO   | OR PAYI  | MENT   |
| the Owner that to the best of the Engineer's knowledge, information and belief the Wi | ork has prog   | ressed as indicated, the quality of Work is in |
| AMOUNT CERTIFIED: \$152,565.75  |  |  |
| Ву:   | Date:  | 9/27/2024                                      |
|   | f the Owner o  | or Contractor under this contract.             |
|   |  |  |
| Owner: Norman Municipal Utilities Authority   |  |  |
| By: Nen Giannone, Papital Proj. Engr.   | Date: _  | 9/27/2024                                      |

Page 3 of 5

#### **INVOICE AFFIDAVIT**

| State of: Oklahoma  | P. O. No   | 24011513     | _ |
|---------------------|------------|--------------|---|
| County of: Oklahoma | Invoice No | 4 - Final    |   |
|                     | Amount     | \$152,565.75 |   |

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Southwest Water Works, LLC

By:

Southwest Water Works, LLC Project Manager

Subscribed and sworn to before me this

Notary Public:

Crossland Notally Public Name, # 0000853 My Commission expires: 8 - 39 - 30 NOTARY PUBLIC STATE OF OKLAHOMA

Commission # 06008522 Expires 08/29/26

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

WA0246, Parsons Addition Waterline Replacement - Phase II Southwest Water Works, LLC 201 NW 132nd Street, Oklahoma City, OK 73114 Payment Request No. 4 Final Work Completed

| 100 000%      |                   |                       |                  |                 | 200                   |                  |                |               |                          | _          | _               |            |  |          |
|---------------|-------------------|-----------------------|------------------|-----------------|-----------------------|------------------|----------------|---------------|--------------------------|------------|-----------------|------------|--|----------|
| 100.000%      | \$3,177,571.00    | \$3,177,571.00        | \$0.00           |                 | 1.000                 | 0.000            | \$3,177,571.00 |               |                          | -          |                 |            | Original Contract Totals                             |          |
|               |                   |                       |                  |                 |                       |                  |                |               |                          |            |                 |            |  |          |
|               |                   | 10,550.00             |                  |                 | _                     | -747.00          | \$3,080.00     | 10            |                          | 308        | 58              | 250        |  | A9       |
| 100.000%      | I.                | 57,250.00             | (32,250.00) \$   | 0.00            |                       |                  | \$25,000.00    | 125           |                          | 200        | 50              | 150        |  | A8       |
| 100.000%      |                   | 237,600.00            |                  |                 |                       |                  | \$289,920.00   | 240           |                          | 1,208      | +               | 1,310      |  | A S      |
| 100.000%      | 50                | 414.630.00            | _                |                 |                       | ယ္က              | \$506.175.00   | 255           | _                        | 1.985      | +               | 2.234      |  | A6       |
| 100.000%      |                   | 4 300 00              | 1 935 00 \$      |                 |                       | 900              | \$6,235,00     | 215           | -                        | 1 8        | 41              | 70 0       | A5 Remove & Renlace Driveway (HES Concrete)          | A 4      |
| 100.000%      | \$ 1,650.00       | 34 675 00             | -<br>-           | 14100           | 141.00                |                  | \$1,650.00     | 175           | 0<br>7<br>8              | 1/1        | <u> </u>        | 100        |  | <u>.</u> |
| 100.000%      | . 2               | 48,280.00             | (24,480.00) \$   |                 | 2                     | -144.00          | \$23,800.00    | 170           | _                        | 140        | 40              | 100        |  | 3 23     |
| 100.000%      | 9                 | 994,336.00            |                  | 5404.00 \$      | 5                     |                  | \$994,336.00   | 184           | _                        | 5,404      | -               | 5,404      | A1 (8-Inch) Polyvinyl Chloride Pipe (DR-18)          | )<br>A1  |
| 100.000%      |                   | 49,500.00             | '<br>• •         | 11.00           | 11.00                 |                  | \$49,500.00    | 4,500         |                          | 1          |                 | 111        |  | 039      |
| 100.000%      |                   | 21,000.00             |                  |                 | 6.00                  |                  | \$21,000.00    | 3,500         | _                        | 6          | , _             | 5          |  | 038      |
| 100.000%      |                   | 7,500.00              | -<br>-           |                 | 3.00                  |                  | \$7,500.00     | 2,500         |                          | ယ          |                 | 2          |  | 037      |
| 100.000%      |                   | 20,000.00             | (7,500.00) \$    |                 |                       |                  | \$12,500.00    | 2,500         | -                        | 5          | 4               | _          |  | 036      |
| 100.000%      |                   | 150,000.00            |                  |                 |                       | 1.00             | \$175,000.00   | 25,000        | EA \$                    | 7          | -               | 8          | 35 Furnish & Install 6-Inch Single Check Valve in MH | 035      |
| 100.000%      | \$ 5,000.00       | 2,500.00              | 2,500.00 \$      | 20.00 \$        |                       | ,                | \$5,000.00     | 250           | LF \$                    | 20         | 0               | 20         |  | 034      |
| 100.000%      |                   | 25,000.00             | - \$             | 1.00 \$         | 1.00                  | )                | \$25,000.00    | 25,000        | LS<br>\$                 | _          | 0               | _          |  | 033      |
| 100.000%      | _                 | 165,000.00            | - \$             |                 | 1.00                  |                  | \$165,000.00   | 165,000       | _                        | _          | 0               | _          |  | 032      |
| 100.000%      | ١.                | 10.000.00             | ·                |                 | 1.00                  |                  | \$10,000.00    | 10.000        | _                        | <u> </u>   | 0               |            |  | G2 1     |
| 100.000%      | <u></u>           | 185.000.00            | _                |                 | 1.00                  |                  | \$185,000.00   | 185.000       | _                        | -          | 0               | _          | _  | 030      |
| 100 000%      |                   | 10 000 00             |                  |                 | 1 00                  |                  | \$10,000,00    | 10,000        |                          | <u>-</u>   | 0               | ٠.         |  | 029      |
| 100.000%      |                   | 25,000.00             | · · ·            |                 | 1.00                  |                  | \$25,000.00    | 25,000        | _                        |            | 0               |            | 4  | 028      |
| 100.000%      |                   | 7,000.00              | - I              |                 | 7 00                  |                  | \$2,000.00     | 1,000         |                          | 7          | 0               | 7          | 20 Water Neter Netocation                            | 020      |
| 100.000%      | \$ 3,750.00       | 32,000,00             | (2,500.00) \$    | 3.00            | 11 00                 | -2.00            | \$3,750.00     | 3,000         | п<br>Х<br>Ф <del>Ф</del> | 1 0        | > -             | 11         | Ļ  | 025      |
| 100.000%      |                   | 8,500.00              | -                |                 |                       |                  | \$8,500.00     | 8,500         | _                        | ) _        | 0               | ) <u> </u> |  | 024      |
| 100.000%      | 6                 | 69,000.00             | -                |                 | 23.00                 |                  | \$69,000.00    | 3,000         |                          | 23         | 2               | 21         |  | 023      |
| 100.000%      | \$ 32,000.00      | 32,000.00             | - \$             | 4.00 \$         | 4.00                  | )                | \$32,000.00    | 8,000         | EA \$                    | 4          | -1              | 5          |  | 022      |
| 100.000%      | \$ 16,500.00      | 27,500.00             | (11,000.00) \$   |                 |                       |                  | \$16,500.00    | 5,500         | EA \$                    | 3          | 1               | 2          |  | 021      |
| 100.000%      |                   | 99,000.00             |                  |                 | 33.00                 |                  | \$12,000.00    | 3,000         |                          | 4          | 0               | 4          |  | 020      |
| 100.000%      | \$ 46,000.00      |                       | 46,000.00 \$     |                 |                       | 23.00            | \$46,000.00    | 2,000         |                          | 23         | 0               | 23         |  | 019      |
| 100.000%      |                   | -                     | _                |                 |                       |                  | \$0.00         | 1,750         |                          | 0          | -               | _          | _  | 018      |
| 100.000%      | N                 | 34,000.00             | (6,000.00) \$    |                 |                       | -3.00            | \$28,000.00    | 2,000         |                          | 14         | ω,              | 1          |  | 017      |
| 100.000%      |                   | 4.500.00              | · ·              |                 | 2.00                  |                  | \$4.500.00     | 2.250         | _                        | 2 +        | ٠ د             | ω .        |  | 016      |
| 100.000%      | \$ 10,000,00      | 10 000 00             | (1,230.00) \$    | 400 \$          | 4.00                  | -1.00            | \$10,000,00    | 2 500         | Π [<br>Δ ]               | Δ 0        | <b>-</b>        | 4          | 115 8" x 8" Cross (MI)                               | 015      |
| 100.000%      | \$ 7,250.00       | 7,250.00              | (4 350 00) 6     | 5.00            |                       |                  | \$7,250.00     | 1,450         | _                        | ა თ        | ٥ د             | ა თ        |  | 013      |
| 100.000%      |                   |                       | -                |                 |                       |                  | \$0.00         | 1,750         |                          | 0          | -               | _          |  | 012      |
| 100.000%      | \$ 6,000.00       | 9,000.00              | (3,000.00) \$    |                 | 6.00                  | -2.00            | \$6,000.00     | 1,500         |                          | 4          |                 | . ω        | <u> </u>   | 011      |
| 100.000%      | \$ 10,000.00      | 14,000.00             | (4,000.00) \$    | 10.00 \$        |                       |                  | \$10,000.00    | 1,000         | EA \$                    | 10         | 2               | 8          |  | 010      |
| 100.00        | \$ 4,400.00       | 6,600.00              | $\sim$           |                 |                       |                  | \$4,400.00     | 1,100         | EA \$                    | 4          | _               | ω          | 009 8" x 11.25-Degree Bend (MJ)                      | 000      |
| 100.000%      | \$ 3,500.00       | 3,500.00              | - \$             | 2.00 \$         | 2.00                  | )                | \$3,500.00     | 1,750         | EA \$                    | 2          | -3              | 5          |  | 008      |
| 100.000%      | \$ 28,000.00      | 28,000.00             | - \$             | 16.00 \$        | ,                     |                  | \$28,000.00    | 1,750         | EA \$                    | 16         | 4               | 12         |  | 007      |
| 100.000%      | \$ 7,000.00       | 16,000.00             | (9,000.00) \$    | 7.00 \$         | ,                     |                  | \$7,000.00     | 1,000         | EA \$                    | 7          | _               | 6          |  | 900      |
| 100.000%      | \$ 1,950.00       | 2,600.00              | (650.00) \$      | 3.00 \$         | 4.00                  | -1.00            | \$1,950.00     | 650           | EA \$                    | ω          | _               | 2          |  | 005      |
| 100.000%      |                   |                       | _                |                 |                       |                  | \$0.00         | 3,500         | EA \$                    | 0          | <u>-</u>        | 1          |  | 00       |
| 100.000%      |                   | 54,600.00             | (21,000.00) \$   |                 |                       | -5.00            | \$33,600.00    | 4,200         | EA !                     | 8 5        | 2 .             | 6 !        |  | 003      |
| 100.000%      |                   | 126.500.00            | -                |                 | 23.00                 |                  | \$126.500.00   | 5.500         |                          | 23 :       | ٠ د             | 24         | 002 8-Inch Gate Valve and Box (MJ)                   | 002      |
| 100 000%      | \$ 121,000,00     | 121 000 00            | -                | 1100 \$         | 11 00                 |                  | \$121,000,00   | 11 000        | EΔ                       | 1          | 0               | 11         |  | 301      |
|               |                   |                       |                  |                 |                       |                  |                |               |                          | ╟          |                 | 1          | BASE BID ITEMS                                       | _        |
| %<br>Complete | Amount<br>To Date | Previous<br>Estimates | This<br>Estimate | Qty.<br>To Date | Previous<br>Estimates | This<br>Estimate | Total<br>Price | Unit<br>Price | Units                    | < <u>a</u> | Qty<br>Revision | Q Origi    | lem Description                                      | ltem     |
|               |                   |                       |                  | -               | 3                     |                  |                |               |                          | Ĺ          | 1               |            |  | ,        |

|      | 240 Parsons Addition sys   | nenine Kepiacen  | ient - Phase fi  | k.   |                       | Mat   | erials Summan                                  | ¥                                    |  |                      |                      |   |  | •  | Page 5 of                                      | . 0   |
|------|--|--|--|--|-----------------------|---|--|--------------------------------------|--|----------------------|----------------------|---|--|--|--|-------|
|      |  | Invoice  | Invoice  |  | Pay                   | Invoice   | Total<br>Amount                                | %                                    | Invoice  | Est, #1<br>Materials | Est. #2<br>Materials | Est. #3   | Est. #4  | Manufata   |  |       |
| Iten | Supplier Core & Main   | Number   | Date   | Description  | Estimate              | Total   | Paid   | Paid*                                | Balance  | Installed            | Installed            | Materials<br>Installed  | Materials<br>Installed                         | Materials<br>Installed   | Materials<br>Remaining                         | Ren   |
| -    | 2 Core & Main  | U927290<br>U927309   | 05/20/24   |  | 1                     | \$85,468.56   | 400,100,0                                      |                                      | 0.00   | \$85,468.56          | 0.0                  | 0.00  | 0.0  | 85,468.56  |  |       |
| -    | 3 Core & Main  | U927315  |  |  | 1                     | \$1,590.00  | -  |                                      | 0.00   | 1,590.00             | 0.00                 |   |  | -  |  |       |
| -    | 4 Core & Main  |  | 05/20/24   | Pipe and Fittings  | 1                     | \$6,801.09  | -  |                                      | 0.00   | 6801.09              | 0.00                 |   |  |  |  |       |
| _    |  | U927334  | 05/20/24   | Pipe and Fittings  | 1                     | \$1,430.54  |  | 4 100%                               | 0.00   | 1430,54              | 0.00                 |   |  |  | -  |       |
| -    | 5 Core & Main  | U927341  | 05/20/24   |  | 1                     | \$1,628.19  | \$1,628.19                                     |                                      | 0.00   | 1628,19              | 0,00                 |   |  |  | _  | -     |
|      | 6 Core & Main  | U935839  | 05/22/24   | Pipe and Fittings  | 1                     | \$75.00   | \$75.00  |                                      | 0.03   | 75,00                | 0.00                 |   |  |  |  |       |
|      | 7 Core & Main  | U940454  | 05/22/24   | Pipe and Fittings  | 1                     | \$1,920.00  |  |                                      | 0.00   | 1920.00              | 0.00                 |   | _  |  |  |       |
|      | 8 Core & Main  | U961057  | 05/24/24   | Pipe and Fittings  | 1                     | \$1,400.00  |  |                                      | 0.00   | 1400.00              |                      |   |  |  | -  | -     |
|      | 9 Core & Main  | U962093  | 05/24/24   | Pipe and Fittings  | 1                     | \$2,417.98  |  |                                      |  |                      | 0,00                 | -   |  |  |  | -     |
| 1    | O Core & Main  | U962194  | 05/24/24   | Pipe and Fittings  | 1                     | \$3,473.86  |  | 10070                                | 0.00   | 2417.98              | 0.00                 |   |  |  |  |       |
| 1    | 1 Core & Main  | U965279  | 05/29/24   | Pipe and Fittings  | 1 1                   | \$278.95  |  | 10070                                | 0.00   | 3473,86              | 0.00                 |   |  |  | 0.00   |       |
|      | 2 Core & Main  | U974507  | 05/29/24   | Pipe and Fittings  |                       | -   |  | 10010                                | 0.00   | 278.95               | 0.00                 | 0.00  | 0.00   | 278.95   | 0.00   |       |
|      | 3 Core & Main  | U990576  | 05/31/24   |  | 1                     | \$2,025.00  |  |                                      | 0.00   | 2025.00              | 0.00                 | 0.00  | 0.00   | 2025.00  | 0,00   |       |
|      | 4 Core & Main  | U991163  |  | Pipe and Fittings  | 1                     | \$33,873.23   |  | 10070                                | 0.00   | 33873,23             | 0.00                 | 0.00  | 0.00   | 33873,23   | 0.00   |       |
|      | 5 Core & Main  |  | 05/31/24   | Pipe and Fittings  | 1                     | \$72.00   |  |                                      | 0.00   | 72,00                | 0.00                 | 0.00  | 0.00   |  |  |       |
|      |  | V000273  | 06/03/24   | Pipe and Fittings  | 1                     | \$1,530.53  |  |                                      | 0.00   | 1530.53              | 0.00                 |   |  |  |  | -     |
|      | 6 Core & Main  | V000287  | 06/03/24   | Pipe and Fittings  | 1                     | \$1,400.00  | \$1,400.00                                     | 100%                                 | 0.00   | 1400.00              | 0.00                 | -   | 0.00   |  |  |       |
|      | 7 KRCC LLC   | C-240407   | 5/30/2024  | Concrete   | 1                     | \$242.00  | \$242.00                                       |                                      | 0.00   | 242.00               | 0.00                 |   |  |  |  | _     |
| 1    | 8 Vickers Sand & Gravel  | 74080  | 5/21/2024  | Gravel   | 1 1                   | \$375,20  |  |                                      | 0.00   |                      |                      |   | 0.00   |  | 0.00   |       |
| 11   | Vickers Sand & Gravel  | 74081  | 5/21/2024  |  | 1                     | \$10,262.30   | 4  |                                      | 0.03   | 375.20               | 0.00                 |   | 0.00   |  | 0.00   | _     |
| 21   | Vickers Sand & Gravel  | 74283  | 5/30/2024  |  | 1                     | \$19,593.80   |  | 10070                                | -  | 10262.30             | 0,00                 |   | 0.00   |  | 0,00   | _     |
| 2    | Core & Main  | V009585  | 6/5/2024   | Pipe and Fittings  | 2                     | \$7,567.80  | \$7,567.80                                     | 10070                                | 0.01   | 19593,80             | 0,00                 |   | 0.00   |  | 0.00   |       |
| 2    | Core & Main  | V023059  |  |  | 2                     |   |  | 100%                                 | 0.00   |                      | 7567.80              | 0.00  | D.00   | 7567.80  | 0.00   |       |
| 23   |  | U995307  | 6/6/2024   | Pipe and Fittings  |                       | \$1,268.06  | \$1,268.06                                     | 100%                                 | 0.00   |                      | 1268.06              | 0.00  | 0.00   | 1268,06  | 0.00   |       |
| -    |  |  | 6/6/2024   | Pipe and Fittings  | 2                     | \$12,438.16   |  | 100%                                 | 0.00   |                      | 12438.16             | 0.00  | 0.00   | 12438.16   | 0.00   |       |
| 24   |  | V027059  | 6/7/2024   | Pipe and Fittings  | 2                     | \$1,440.00  | \$1,440.00                                     | 100%                                 | 0.00   |                      | 1440.00              | 0.00  | 0.00   | 1440.00  | 0.00   |       |
| ł    |  | V019080  | 6/7/2024   | Pipe and Fittings  | 2                     | \$1,890.00  | \$1,890.00                                     | 100%                                 | 0.00   |                      | 1,890.00             | 0.00  | 0,00   | 1,890.00   |  |       |
| 26   |  | V077350  | 6/17/2024  |  | 2                     | \$18,800.00   | \$18,800.00                                    | 100%                                 | 0.00   |                      | 18,800.00            | 0.00  | 0.00   |  | 0.00   | -     |
| 27   |  | V081163  | 6/17/2024  | Pipe and Fittings  | 2                     | \$190.50  | \$190.50                                       | 100%                                 | 0.03   |                      |                      | 0.00  |  | 18,800.00  | 0.00   | -     |
| 28   | Core & Main  | V072008  | 6/14/2024  |  | 2                     | \$36,324.41   | \$36,324,41                                    | 100%                                 |  |                      | 190.50               | 0.00  | 0.00   | 190.50   | 0.00   |       |
| 25   | Core & Main  | V098587  |  | Pipe and Fittings  | 2                     | \$11,400.66   | \$11,400.66                                    | -                                    | 0.00   |                      | 36,324.41            |   | 0.00   | 36,324.41  | 0.00   |       |
|      | Core & Main  | V072429  | 6/14/2024  |  | 2                     | \$7,771.20  | \$7,771.20                                     | 100%                                 | 0.00   |                      | 11,400.66            | 0,00  | 0.00   | 11,400.66  | 0.00   |       |
|      | Core & Main  | V078347  | 6/14/2024  |  | 2                     | \$935.00  | \$935.00                                       | 100%                                 | 0.01   |                      | 7,771.20             | 0.00  | 0.00   | 7,771.20   | 0.00   |       |
| 32   |  | V078714  | 6/14/2024  | Pipe and Fittings  | 2                     | \$24,805.00   |  | 100%                                 | 0.00   |                      | 935.00               | 0.00  | 0.00   | 935.00   | 0.00   |       |
| 33   |  | V082861  |  | Pipe and Fittings  | 2                     |   | \$24,805.00                                    | 100%                                 | 0.03   |                      | 24,805.00            | 0.00  | 0.00   | 24,805.00  | 0.00   |       |
|      | Core & Main  | U974665  | 6/14/2024  |  |                       | \$1,070.35  | \$1,070.35                                     | 100%                                 | 0.00   |                      | 1,070.35             | 0.00  | 0.00   | 1,070.35   | 0.00   |       |
| 5    |  | V099048  | 6/20/2024  | Pipe and Fittings  | 2                     | \$34,540.00   | \$34,540.00                                    | 100%                                 | 0.03   |                      | 34,540.00            | 0.00  | 0.00   | 34,540.00  | 0.00   |       |
|      | Core & Main  | V093048<br>V083730   | 6/19/2024  | Pipe and Fittings  | 2                     | \$4,309.30  | \$4,309.30                                     | 100%                                 | 0.00   |                      | 4,309.30             | 0,00  | 0.00   | 4,309.30   | 0.00   |       |
|      |  |  | 6/19/2024  | Pipe and Fittings  | 2                     | \$939.04  | \$939.04                                       | 100%                                 | 0.03   |                      | 939.04               | 0.00  | 0.00   | 939.04   | 0.00   |       |
|      | Core & Main  | V105800  | 6/21/2024  | Pipe and Fittings  | 2                     | \$390.00  | \$390.00                                       | 100%                                 | 0.00   |                      | 390.00               | 0.00  | 0.00   | 390.00   | 0.00   | -     |
| -    | Core & Main  | V119562  | 6/21/2024  | Pipe and Fittings  | 2                     | \$1,537.57  | \$1,537.57                                     | 100%                                 | 0.03   |                      | 1,537.57             | 0.00  | 0.00   | 1,537.57   | 0.00   |       |
| 9    |  | V121118  | 6/21/2024  | Pipe and Fittings  | 2                     | \$1,640.40  | \$1,640.40                                     | 100%                                 | 0.00   |                      | 1,640.40             | 0.00  | 0.00   |  |  | -     |
| 0    | Core & Main  | V110141  | 6/20/2024  | Pipe and Fittings  | 2                     | \$8,927.50  | \$8,927.50                                     | 100%                                 | 0.00   |                      | 8,927.50             | 0.00  |  | 1,640.40   | 0.00   | _     |
| 1    | Core & Main  | V099090  | 6/18/2024  | Pipe and Fittings  | 2                     | \$376.53  | \$376.53                                       |                                      |  |                      |                      | 0.00  | 0.00   | 8,927.50   | 0.00   |       |
| 2    | Core & Main  | V092989  |  | Pipe and Fittings  | 2                     | \$1,495.00  | \$1,495.00                                     | 100%                                 | 0.00   |                      | 376.53               |   | 0,00   | 376.53   | 0.00   |       |
|      | Core & Main  | V089251  |  |  | 2                     |   |  | 100%                                 | 0.00   |                      | 1,495.00             | 0.00  | 0.00   | 1,495.00   | 0.00   |       |
|      | Core & Main  | V060254  | 6/18/2024  | Pipe and Fittings  | 2                     | \$140.00  | \$140.00                                       | 100%                                 | 0.00   |                      | 140.00               | 0.00  | 0.00   | 140.00   | 0.00   |       |
|      | Core & Main  | V110262  | 6/12/2024  | Pipe and Fittings  | 2                     | \$5,718.16  | \$5,718.16                                     | 100%                                 | 0.00   |                      | 5,718.16             | 0.00  | 0.00   | 5,718.16   | 0.00   |       |
|      | Core & Main  | V112182  | 6/20/2024  | Pipe and Fittings  |                       | \$6,800.00  | \$6,800.00                                     | 100%                                 | 0.00   |                      | 6,800.00             | 0,00  | 0.00   | 6,800.00   | 0.00   |       |
|      | Core & Main  | V100887  | 6/20/2024  | Pipe and Fittings  | 2                     | \$865.60  | \$865.60                                       | 100%                                 | 0.00   |                      | 865.60               | 0.00  | 0.00   | 865.60   | 0.00   |       |
|      |  |  | 6/19/2024  | Pipe and Fittings  | 2                     | \$21,200.00   | \$21,200.00                                    | 100%                                 | 0.00   |                      | 21,200.00            | 0.00  | 0.00   | 21,200.00  | 0.00   |       |
|      | Core & Main  | V105300  | 6/19/2024  | Pipe and Fittings  | 2                     | \$3,800.00  | \$3,800.00                                     | 100%                                 | 0.00   |                      | 3,800.00             | 0.00  | 0.00   | 3,800.00   | 0.00   |       |
|      | Core & Main  | V145151  | 6/27/2024  | Pipe and Fittings  | 2                     | \$101.63  | \$101.63                                       | 100%                                 | 0.00   |                      | 101.63               | 0.00  | 0.00   | 101.63   | 0.00   |       |
|      | Core & Main  | V159625  | 6/27/2024  | Pipe and Fittings  | 2                     | \$269.07  | \$269.07                                       | 100%                                 | 0.00   |                      | 269.07               | 0,00  | 0.00   | 269.07   | 0.00   |       |
|      | Core & Main  | V155641  | 6/27/2024  | Pipe and Fittings  | 2                     | \$245.79  | \$245.79                                       | 100%                                 | 0.00   |                      | 245.79               | 0.00  | 0.00   | 245.79   | 0.00   |       |
|      | Core & Main  | V139943  | 6/25/2024  | Pipe and Fittings  | 2                     | \$6,070.00  | \$6,070.00                                     | 100%                                 | 0.00   |                      | 6,070.00             | 0.00  | 0.00   | 6,070.00   | 0.00   | -     |
|      | Core & Main  | V138963  | 6/25/2024  | Pipe and Fittings  | 2                     | \$3,044.39  | \$3,044.39                                     | 100%                                 | 0.00   |                      | 3,044.39             | 0,00  |  |  | -  |       |
| 54   | Core & Main  | V137513  |  | Pipe and Fittings  | 2                     | \$30.00   | \$30.00  | 100%                                 | -  |                      |                      | 0.00  | 0.00   | 3,044.39   | 0.00   |       |
| 5    | Core & Main  | V121111  | 6/25/2024  | Pipe and Fittings  | 2                     | \$210.00  | \$210.00                                       |                                      | 0.01   |                      | 30.00                | 0.00  | 0.00   | 30,00  | 0.00   |       |
|      | Core & Main  | V170019  | 6/28/2024  |  | 2                     | \$54.50   | \$54.50  | 100%                                 | 0.00   |                      | 210.00               |   | 0.00   | 210.00   | 0.00   |       |
|      | Dolese   | RM24033840   | Contract Con | Pipe and Fittings  | 2                     |   |  | 100%                                 | 0.00   |                      | 54.50                | 0,00  | 0.00   | 54.50  | 0.00   |       |
|      | KRCC, LLC  | C-240468   |  | Concrete   | -                     | \$32,130.00   | \$32,130.00                                    | 100%                                 | 0.03   |                      | 32,130.00            | 0.00  | 0.00   | 32,130.00  | 0.00   |       |
|      | KRCC, LLC  |  | 6/28/2024  | Concrete   | 2                     | \$242.00  | \$242.00                                       | 100%                                 | 0.00   |                      | 242.00               | 0.00  | 0.00   | 242.00   | 0.00   |       |
|      | KRCC, LLC - DUPLICAT   | C-240448   | 6/19/2024  | Concrete   | 2                     | \$356.00  | \$356.00                                       | 100%                                 | 0.03   |                      | 356.00               | 0.00  | 0.00   | 356.00   | 0.00   |       |
| ч    |  |  | 6/1/2024   | Concrete   | 2                     | \$0.00  | \$0.00   | 100%                                 | 0.03   |                      | 0.00                 |   |  | 0.00   | 0.00   | i eya |
|      | Maxwell Supply Co.   | 158156   | 6/19/2024  | Construction Materials   | 2                     | \$1,187.30  | \$1,187.30                                     | 100%                                 | 0.00   |                      | 1,187.30             | 0.00  | 0.00   | 1,187.30   | 0.00   |       |
|      | Mexwell Supply Co.   | 157993   | 6/19/2024  | Construction Materials   | 2                     | \$225.85  | \$225.85                                       | 100%                                 | 0.00   |                      | 225.85               | 0.00  | 0.00   | 225.85   | 0.00   |       |
|      | Maxwell Supply Co.   | 159171   |  | Construction Materials   | 2                     | \$825.97  | \$825.97                                       | 100%                                 | 0.00   |                      | 825.97               | 0.00  | 0.00   |  |  |       |
| I    | Maxwell Supply Co.   | 159949   |  | Construction Materials   | 2                     | \$90.31   | \$90.31  | 100%                                 | 0.00   |                      |                      | 0.00  |  | 825.97   | 0.00   | -     |
|      | Mexwell Supply Co.   | 158759   |  | Construction Materials   | 2                     | \$673.37  | \$673.37                                       | 100%                                 |  |                      | 90.31                | 0.00  | 0.00   | 90.31  | 0.00   | -     |
|      | OKC Winwater Works   | 078288-01  | 6/19/2024  |  | 2                     | \$465.08  | \$465.08                                       | 100%                                 | 0.00   | -                    | 673.37               | 0.00  | 0.00   | 673.37   | 0.00   |       |
|      | Pioneer Supply   | INV67869   | 6/7/2024   | Pipe and Fittings  | 2                     | \$238.75  | \$238.75                                       | -                                    | 0.00   |                      | 465.08               | 0.00  | 0.00   | 465.08   | 0.00   |       |
|      | Pioneer Supply   | INV67801   | 6/7/2024   | Pipe and Fittings  | 2                     | \$1,328.75  | \$1,328.75                                     | 100%                                 | 0.00   |                      | 238.75               |   | 0.00   | 238.75   | 0.00   |       |
|      | Pioneer Supply   | INV68762   | -  |  | 2                     | \$238.75  |  | 100%                                 | 0.00   |                      | 1328.75              | 0.00  | 0.00   | 1,328.75   | 0.00   |       |
|      | Pioneer Supply   | INV68556   |  | Pipe and Fittings  | 2                     |   | \$238.75                                       | 100%                                 | 0.00   |                      | 238.75               | 0.00  | 0.00   | 238.75   | 0.00   |       |
|      | Pioneer Supply   | INV68769   |  | Pipe and Fittings  |                       | \$642.29  | \$642.29                                       | 100%                                 | 0.00   |                      | 642.29               | 0.00  | 0.00   | 642.29   | 0.00   |       |
| t    |  |  |  | Pipe and Fittings  | 2                     | \$1,328.75  | \$1,328.75                                     | 100%                                 | 0.00   |                      | 1328.75              | 0.00  | 0.00   | 1,328.75   | 0.00   |       |
|      | Primary Structure Inc  |  |  | Precast Materials  | 2                     | \$1,441.00  | \$1,441.00                                     | 100%                                 | 0.00   |                      | 1441                 | 0.00  | 0.00   | 1,441.00   | 0.00   |       |
|      | Primary Structure Inc  |  |  | Precast Materials  | 2                     | \$84.00   | \$84.00  | 100%                                 | 0.00   |                      | 84                   | 0.00  | 0.00   | 84.00  | 0.00   |       |
|      | Primary Structure Inc  |  |  | Precast Materials  | 2                     | \$477.00  | \$477.00                                       | 100%                                 | 0.00   |                      | 477                  | 0.00  | 0.00   | 477.00   | 0.00   |       |
|      | Primary Structure Inc  |  |  | Precast Materials  | 2                     | \$880.00  | \$880.00                                       | 100%                                 | 0.00   |                      | 088                  | 0.00  | 0.00   | 880.00   | 0.00   |       |
|      | Vickers Sand & Gravel  | 74373  | 6/7/2024   |  | 2                     | \$7,796.20  | \$7,796.20                                     | 100%                                 | 0.03   |                      | 7796.2               | 0.00  | 0.00   | 7,796.20   | 0.00   | -     |
|      | Vickers Sand & Gravel  |  | 6/18/2024  | Gravel   | 2                     | \$26,702.20   | \$26,702.20                                    | 100%                                 | 0.03   |                      | 26702.2              | 0,00  | 0.00   | 26,702.20  | 0.00   |       |
|      | Vickers Sand & Gravel  |  | 6/25/2024  |  | 2                     | \$32,780.70   | \$32,780.70                                    | 100%                                 | 0.03   |                      | 32780.7              | 0.00  | 0.00   | 32,780.70  | 0.00   | -     |
|      | NOT USED   |  |  |  | 2                     | \$0.00  | \$0.00   | 100%                                 | 0.00   |                      | -21.00.1             | 0   | 0,00   | 0.00   | 0.00   |       |
| į    | Bishop Construcction LLC   | A2418.1  | 7/10/2024  | Asphalt  | 3                     | \$17,262.12   | 17262.12                                       | 100%                                 | \$0.00   |                      |                      | \$17,262.12   | \$0.00   | \$17,262,12  | \$0.00   | -     |
|      | Bishop Construcction LLC Care & Main   | A2418.2  | 7/19/2024  | Asphalt  | 3                     | \$9,003,28  | 9003.28  | 100%                                 | \$0.00   |                      |                      | \$9,003,28  | \$0.00   | \$9,003,28   | \$0.00   | _     |
|      | Core & Main  | V172620<br>V197059   | 7/3/2024   | Pipe and Fittings Pipe and Fittings  | 3                     | \$3,955.42  | 3955.42  | 100%                                 | \$0.00   |                      |                      | \$3,955.42  | \$0,00   | \$3,955,42   | \$0.00   |       |
|      | Core & Main  | 1/197541   | 7/2/2024   | Sine and Cittings  | 3                     | \$1,441.16<br>\$152.06  | 1441.16  | 100%                                 | \$0.00   |                      |                      | \$1,441.16  | \$0.00   | \$1,441.16   | \$0.00   |       |
|      | Core & Main  | V213192 I  | (/9/2024 IF  | ine and Fittings   | 3                     | \$1,575.00  | 1575   | 100%                                 | \$0.00   |                      |                      | \$152.06<br>\$1,575.00  | \$0.00   | \$152.06<br>\$1,575.00   | \$0.00<br>\$0.00                               | -     |
|      | Core & Main<br>Core & Main   |  |  |  | 3                     | \$185.00  | 185  | 100%                                 | \$0.03   |                      |                      | \$185.00  | \$0.00   | \$185.00   | \$0.00   | _     |
| į    | Core & Main  | VZ44031  | (/15/ZU24 IF   | Pipe and Fittings Pipe and Fittings  | 3                     | \$1,080.00  | 1080   | 100%                                 | \$0.00   |                      |                      | \$1,080.00  | \$0.00   | \$1,080.00   | \$0.00   |       |
|      | Core & Main  | V227163 I  | 7/11/2024 IF   | Pipe and Fittings  | 3 3                   | \$3,349.72<br>\$350.00  | 3349.72<br>350                                 | 100%                                 | \$0.00   |                      |                      | \$3,349.72  | \$0.00   | \$3,349,72   | \$0.00   |       |
|      | Core & Main  | V230520  | 7/11/2024 F  | Pipe and Fittings  | 3                     | -\$10.00  | -10  | 100%                                 | \$0.00   | +                    |                      | \$350.00<br>-\$10.00  | \$0.00   | \$350.00   | \$0.00   |       |
|      | Core & Main  | V280820  | 7/19/2024 F  | Pipe and Fittings  | 3                     | \$875.89  | 875.89   | 100%                                 | \$0.03   |                      |                      | \$875.89  | \$0.00   | -\$10.00<br>\$875.89   | \$0.00   | -     |
|      | Core & Main Core & Main  | V272681  | 7/18/2024 F  | Pipe and Fittings  | 3                     | \$371.94  | 371.94   | 100%                                 | \$0.00   |                      |                      | \$371.94  | \$0.00   | \$371.94   | \$0.00   |       |
|      | Core & Main  | V3113/6  | 7/31/2024 P  | Pipe and Fittings  | 3                     | \$1,940.44  | 1940.44  | 100%                                 | \$0.00   |                      |                      | \$1,940.44  | \$0.00   | \$1,940.44   | \$0.00   |       |
|      | Core & Main  | V350895  | 7/31/2024 F  | ipe and Fittings   | 3 3                   | \$1,625.33<br>\$3,117,32  | 1625.33<br>3117.32                             | 100%                                 | \$0.00   |                      |                      | \$1,625.33  | \$0.00   | \$1,625.33   | \$0.00   |       |
| (    | Core & Main  | V329290  | 7/26/2024 6  | ina and Eittings   | 3                     | \$3,117.32  | 237.96   | 100%                                 | \$0.00   |                      |                      | \$3,117.32<br>\$237.96  | \$0.00   | \$3,117,32   | \$0.00   |       |
| (    | Oolese F   | RM24036504   | 7/3/2024 0   | Concrete   | 3                     | \$10,192,00<br>\$15,288.00  |  | 100%                                 | \$0.03   |                      |                      | \$237.96<br>\$10,192.00   | \$0.00<br>\$0.00                               | \$237.96<br>\$10,192.00  | \$0.00   |       |
|      |  | KM24036503   | 7/3/202410   | oncrete  | 3                     |   | 10192<br>15288                                 | 100%                                 | \$0.00   |                      |                      | \$15,288.00   | \$0.00   | \$15,288.00  | \$0.00   |       |
| (    | Joiese   | RM24037415   | 7/10/2024 C  | oncrete  | 3                     | \$12,767.18   | 12767.18                                       | 100%                                 | \$0.00   |                      |                      | \$12,767.18   | \$0.00   | \$12,767,18  | \$0.00   |       |
|      | Dolese F   |  | 7/18/202410  | onerete  | 3 3                   | \$14,144.00<br>\$396.00   | 14144<br>396                                   | 100%                                 | \$0.00   |                      | - 3                  | \$14,144.00   | \$0.00   | \$14,144.00  | \$0.00   |       |
|      | Dolese Polese Polese Polese Polese Polese Polese Polese Polese   | RM24039424   |  |  |                       |   | 13068  | 100%                                 |  |                      |                      | \$396.00  | \$0.00   | \$396,00   | \$0.00   |       |
|      | Dolese Dolese Dolese Dolese Dolese Dolese  | RM24039424<br>RM24039137   | 7/17/2024 0  | Concrete   | 3                     | \$13,088,00   |  |                                      |  |                      |                      | \$13,088,001  | inn na   | \$13 nee not   | 20.00  |       |
|      | Jolese   Foolese   Foolese | RM24039424<br>RM24039137<br>RM24042052   | 7/17/2024 0  | oncrete  | 3                     | \$2,079.00  | 2079   | 100%                                 | \$0.00   |                      |                      | \$13,068.00<br>\$2,079.00   | \$0.00   | \$13,068,00  | \$0.00   |       |
|      | odese Dolese Dolese Dolese Dolese Dolese Dolese Dolese Financia  | RM24039424<br>RM24039137<br>RM24042052<br>RM24039785   | 7/17/2024 C<br>7/30/2024 C<br>7/19/2024 C  | Concrete   | 3 3                   | \$2,079.00<br>\$16,727.18   | 2079<br>16727.18                               | 100%<br>100%                         | \$0.00   |                      |                      | \$2,079.00<br>\$16,727.18   | \$0.00<br>\$0.00                               | \$13,068,00<br>\$2,079.00<br>\$16,727.18   | \$0.00<br>\$0.00<br>\$0.00                     |       |
|      | Jodese   | RM24039424<br>RM24039137<br>RM24042052<br>RM24039785<br>RM24041759   | 7/17/2024 0<br>7/30/2024 0<br>7/19/2024 0<br>7/29/2024 0   | Concrete Concrete  | 3<br>3<br>3           | \$2,079.00<br>\$16,727.18<br>\$1,820.00                             | 2079<br>16727.18<br>1820                       | 100%<br>100%<br>100%                 | \$0.00<br>\$0.00<br>\$0.00                     |                      |                      | \$2,079.00<br>\$16,727.18<br>\$1,820.00                             | \$0.00<br>\$0.00<br>\$0.00                     | \$13,068,00<br>\$2,079.00<br>\$16,727.18<br>\$1,820.00                             | \$0.00<br>\$0.00<br>\$0.00                     | _     |
|      | Jodese  | RM24039424<br>RM24039137<br>RM24042052<br>RM24039785<br>RM24041759<br>RM24040418<br>RM24040139               | 7/17/2024 0<br>7/30/2024 0<br>7/19/2024 0<br>7/29/2024 0<br>7/23/2024 0  | Concrete Concrete Concrete Concrete  | 3<br>3<br>3<br>3      | \$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18               | 2079<br>16727.18<br>1820<br>4253.18            | 100%<br>100%<br>100%<br>100%         | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           |                      |                      | \$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18               | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           | \$13,068,00<br>\$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18               | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           |       |
|      | Johese Jolese   | RM24039424<br>RM24039137<br>RM24042052<br>RM24039785<br>RM24041759<br>RM24040418<br>RM24040139<br>RM24040149 | 7/17/2024 0<br>7/30/2024 0<br>7/19/2024 0<br>7/29/2024 0<br>7/23/2024 0<br>7/22/2024 0   | Concrete Concrete Concrete Concrete Concrete Concrete Concrete                   | 3<br>3<br>3           | \$2,079.00<br>\$16,727.18<br>\$1,820.00                             | 2079<br>16727.18<br>1820                       | 100%<br>100%<br>100%                 | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00 |                      |                      | \$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18<br>\$1,056.34 | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00 | \$13,068,00<br>\$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18<br>\$1,056.34 | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00 | _     |
|      | Jodese Jolese  | RM24039424<br>RM24039137<br>RM24042052<br>RM24039785<br>RM24041759<br>RM24040418                             | 7/17/2024 of 7/30/2024 of 7/19/2024 of 7/29/2024 of 7/23/2024 of 7/22/2024 of 7/22/2024 of 7/22/2024 of 7/22/2024 of 7/25/2024 of 7/25/ | Concrete Concrete Concrete Concrete Concrete Concrete Concrete Concrete Concrete | 3<br>3<br>3<br>3<br>3 | \$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18<br>\$1,056.34 | 2079<br>16727.18<br>1820<br>4253.18<br>1056.34 | 100%<br>100%<br>100%<br>100%<br>100% | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           |                      |                      | \$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18               | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           | \$13,068,00<br>\$2,079.00<br>\$16,727.18<br>\$1,820.00<br>\$4,253.18               | \$0.00<br>\$0.00<br>\$0.00<br>\$0.00           |       |

Item 14.

|     | Dolese<br>Haskell Lemon Group LLC               | RM24041421    |           |                             | 3   | \$2,079.00   | 2079       | 100% | \$0.00               |   | \$2,079.00                | \$0.00      | \$2,079,00   | \$0.00 | 0   |
|-----|---|---------------|-----------|-----------------------------|-----|--------------|------------|------|----------------------|---|---------------------------|-------------|--------------|--------|-----|
| 112 | Haskell Lemon Group LLC Haskell Lemon Group LLC | 9374          | 6/24/2024 |                             | 3   | \$2,033.65   | 2033.65    | 100% | \$0.00               |   | \$2,033.65                |             |              | \$0.00 | 0   |
| 113 | Haskell Lemon Group LLC                         |               | 6/25/2024 | Gravel, Etc.                | 3   | \$2,448.63   | 2448.63    | 100% | \$0.00               |   | \$2,448.63                |             |              | \$0.00 | - 0 |
| 114 | Haskell Lemon Group LLC                         | 9461          | 7/8/2024  | Gravel, Etc.                | 3   | \$2,471.12   | 2471.12    | 100% | \$0.00               |   | \$2,471,12                |             |              | \$0.00 | 0   |
|     | Haskell Lemon Group LLC                         |               | 7/26/2024 |                             | 3   | \$1,000.11   | 1000.11    | 100% | \$0.00               |   | \$1,000,11                |             |              | \$0.00 | 0   |
|     | Haskell Lemon Group LLC                         | 9610          | 7/15/2024 |                             | 3   | \$2,363.57   | 2363,57    | 100% | \$0.00               | THE RESERVE TO SERVE | \$2,363,57                |             |              | \$0.00 | 0   |
| 117 | Haskell Lemon Group LLC<br>KRCC, LLC            |               | 7/18/2024 |                             | 3   | \$2,610.25   | 2610.25    | 100% | \$0,00               |   | \$2,610,25                |             |              | \$0.00 | 0   |
|     |   | C-240516      | 7/17/2024 |                             | 3   | \$280.00     | 280        | 100% | \$0.00               |   | \$280.00                  |             |              | \$0.00 | 0   |
|     | Maxwell Supply Co.                              | 163180        | 7/11/2024 | Various Construction Mat'ls | 3   | \$1,368,51   | 1368.51    | 100% | \$0.00               |   | \$1,368,51                |             |              | \$0.00 | 0   |
|     | Maxwell Supply Co.                              | 162532        | 7/9/2024  | Various Construction Mat'ls | 3   | \$4.067,47   | 4067.47    | 100% | \$0.00               |   | \$4,067,47                |             |              | \$0.00 | 0   |
|     | Maxwell Supply Co.                              | 161961        |           | Various Construction Mat'ls | 3   | \$378.25     | 378.25     | 100% | \$0.00               |   | \$378.25                  |             |              | \$0.00 | 0   |
|     | Maxwell Supply Co.                              | 164053        |           | Various Construction Mat'ls | 3   | \$384.50     | 384,5      | 100% | \$0.00               |   | \$384.50                  |             | \$384.50     | \$0.00 |     |
|     | Maxwell Supply Co.                              | 166460        |           | Various Construction Mat'ls | 3   | \$1,126,70   | 1126,7     | 100% | \$0.00               |   | \$1,126,70                |             | \$1,126,70   |        | 0   |
|     | Maxwell Supply Co.                              | 167598        |           | Various Construction Mat'ls | 3   | \$330,05     | 330.05     | 100% | \$0.00               |   | \$330.05                  |             | \$330.05     | \$0.00 | 0   |
| 125 | Maxwell Supply Co.                              | 168120        |           | Various Construction Mat'ls | 3   | \$51.25      | 51,25      | 100% | \$0.00               |   | \$51.25                   |             | \$51.25      |        | 0   |
| 126 | Maxwell Supply Co.                              | 174161        | 8/23/2024 | Various Construction Mat'ls | 3   | \$4.982.92   | 4982.92    | 100% | \$0.00               |   | \$4,982,92                |             |              | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69333      | 7/17/2024 | Various Construction Mat'ls | 3   | \$822.75     | 822.75     | 100% | \$0.00               |   | \$822.75                  |             | \$4,982.92   | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69187      | 7/12/2024 | Various Construction Mat'ls | 3   | \$620.00     | 620        | 100% | \$0.00               |   |                           |             | \$822.75     | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69148      | 7/12/2024 | Various Construction Mat'ls | 3   | \$1,058,50   | 1058.5     | 100% | \$0.00               |   | \$620.00                  |             | \$620.00     | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69526      | 7/24/2024 | Various Construction Mat'ls | 3   | \$1,275.00   | 1275       | 100% | \$0.00               |   | \$1,058.50                |             | \$1,058.50   | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69532      |           | Various Construction Mat'ls | 3   | \$772.20     | 772.2      | 100% | \$0.00               |   | \$1,275.00                |             | \$1,275.00   | \$0.00 | 0   |
|     | Pioneer Supply                                  | INV69805      |           | Various Construction Mat'ls | 3   | \$1,805,20   | 1805,2     | 100% | \$0.00               |   | \$772.20                  | \$0.00      | \$772.20     | \$0.00 | 0   |
|     | Vickers Sand & Gravel                           | 74801         | 7/2/2024  | Gravel                      | 3   | \$11,565,80  | 11565.8    | 100% | \$0.00               |   | \$1,805.20                | \$0.00      | \$1,805.20   | \$0.00 | 0   |
| 134 | Vickers Sand & Gravel                           | 74976         | 7/17/2024 |                             | 3   | \$16,547,40  | 16547.4    | 100% | \$0.00               |   | \$11,565.80               | \$0.00      | \$11,565.80  | \$0.00 | 0   |
|     | Vickers Sand & Gravel                           | 75147         | 7/30/2024 | Gravel                      | 3   | \$2,045,00   | 2045       | 100% | \$0.00               |   | \$16,547.40<br>\$2,045.00 | \$0.00      | \$16,547.40  | \$0.00 | 0   |
|     | Core & Main                                     | V406035       | 8/8/2024  | Valve Box Collar            | 4   | \$150.00     | 2040       | 0%   | \$150.00             |   |                           | \$0.00      | \$2,045.00   | \$0.00 | 0   |
|     | Core & Main                                     | V408614       |           | Valve Box Collar            | A   | \$90,00      | 0          | 0%   | \$90.00              |   | \$0.00                    | \$150.00    | \$150.00     | \$0.00 | 0   |
|     | Dolese  | RM24042740    | 8/1/2024  | Concrete                    | A   | \$719.18     | 0          | 0%   | \$719,18             |   | \$0.00                    | \$90.00     | \$90.00      | \$0.00 | 0'  |
| 139 | Maxwell Supply Co.                              | 168330        | 8/1/2024  | Various Construction Mat'ls | 4   | \$327,92     | 0          | 0%   | \$327,92             |   | \$0,00                    | \$719.18    | \$719.18     | \$0.00 | 0'  |
| 140 | Maxwell Supply Co.                              | 168332        |           | Various Construction Mat'ls | 1   | \$191,78     | 0          | 0%   | \$191.78             |   | \$0.00                    | \$327.92    | \$327.92     | \$0.00 | 81  |
| 141 | Maxwell Supply Co.                              | 168329        |           | Various Construction Mat'ls | 4   | \$92.33      | 0          | 0%   | \$92.33              |   | \$0.00                    | \$191.78    | \$191.78     | \$0.00 | 04  |
| 142 | Maxwell Supply Co.                              | 170300        |           | Various Construction Mat'ls | 4   | \$1,435,40   | 0          | 0%   | \$1,435.40           |   | \$0.00                    | \$92,33     | \$92,33      | \$0.00 | 0.5 |
| 143 | Maxwell Supply Co.                              | 168476        |           | Various Construction Mat'ls | 4   | \$1,251.00   | 0          | 0%   | \$1,435.40           |   | \$0.00                    | \$1,435.40  | \$1,435.40   | \$0.00 | 04  |
| 144 | Maxwell Supply Co.                              | 168474        |           | Various Construction Mat'ls | 4   | \$5,184.31   | 0          | 0%   | \$5,184.31           |   | \$0.00                    | \$1,251.00  | \$1,251.00   | \$0.00 | 04  |
| 145 | Maxwell Supply Co.                              | 174093        |           | Various Construction Mat'ls | 1 4 | -\$3,521.92  | 0          | 0%   |                      |   | \$0.00                    | \$5,184.31  | \$5,184.31   | \$0.00 | 09  |
|     | Pioneer Supply                                  | INV71342      | 8/30/2024 |                             | 4   | \$165.00     | 0          | 0%   | -\$3,521.92          |   | \$0.00                    | -\$3,521.92 | -\$3,521.92  | \$0.00 | 09  |
| 147 | Vickers Sand & Gravel                           | 75366         | 8/15/2024 |                             | 1 4 | \$227,80     | 0          | 0%   | \$165.00<br>\$227.80 |   | \$0.00                    | \$165.00    | \$165.00     | \$0.00 | 0,  |
|     |   |               |           |                             |     | 9227.00      | U          | 0%   | \$227.80             |   | \$0,00                    | \$227.80    | \$227.80     | \$0.00 | 09  |
|     | Totals  | Andrew Street |           |                             |     | \$729,932,79 | 723,619,99 |      |                      |   |                           | -           |              |        |     |
|     |   |               |           |                             |     |              |            | 99%  |                      | \$175,858.23 \$338  |                           | \$0.00      | \$729,932,79 | \$0.00 |     |



1830 Craig Park Court

St. Louis, NO 63146

INVOICE

Invoice # Invoice Date Account # Sales Rep Phone #

**400033** 8/08/24 137656

Item 14.

SHAD BYRNE 405-495-0699 Oklahoma City, OR

Total Amount Due \$150.00

Remit To: CORE & MAIN LP PO BOX 28330 ST LOUIS, NO

Branch #123

63146

CITY OF NORMAN C/O SOUTHWEST WATER WORKS 201 NW 132ND STREET OKLAHOMA CITY OK 73114

0000 0000 00000

Shipped To: CUSTOMER PICK-UP

CUSTOMER JOB- 240700 PARSONS ADD PE2 VALVE BOX PAD

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered Date Shipped Customer PO # Job Name 8/07/24 8/07/24 PARSON

Job # PARSONS ADD PH2 240700 Bill of Lading Shipped Via WILL CALL

Invoice# V406035

Product Code

Description

Quantity Ordered Shipped B/O

5

UM Extended Price Price

59BR15PC

BR 15P VALVE BOX COLUAR

30.00000 EA

150.00

OK to pay \$150.00
WAGDZ46 Construction
9/25/2024

Freight

Delivery

Handling

Restock

Misc

**Subtotal**: Other:

Tax:

150.00 .00

.06

457

Terms: MET 30 Ordered By: SHAME

Invoice Total:

\$150.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted To review these terms and conditions, please visit: http://tendc.coreandmain.com/

1



1830 Craig Park Court

St. Louis, NO 63146

#### INVOICE

Invoice # Invoice Date Account # Sales Rep Phone # Branch #123

8/08/24 137656 SHAD BYRNE

Item 14.

405-495-0699 Oklahoma City, OK

Total Amount Due \$90.00

Remit To: CORE & MAIN LP PO BOX 28330 ST LOUIS, MO

63146

CITY OF NORMAN C/O SOUTHWEST WATER WORKS 201 NW 132ND STREET ORLAHOMA CITY OK 73114

000/0000 00000

Shipped To: W BROOKS ST TO W LINDSEY ST S PICKARD AVE TO ELM AVE SHANE 972 415-6167 NORMAN, OK

CUSTOMER JOB- 240700 PARSONS ADD PH2 VALVE BOX PADS

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered Bate Shipped Customer PO # Job Name 8/07/24 PARSON PARSONS

Job # PARSONS ADD PH2 240700 Bill of Lading Shipped Via CORE & MAIN LP V408614

Invoice#

Product Code

Description

Quantity Ordered Shipped B/O

Price UM Extended Price

59BR15PC

BR 15P VALVE BOX COLLAR

30.00000 EA

90.00

OK & pars \$ 90.00 WA OZAG Custruction Y. I A 9/24/2014

Proof of Delivery

Signed by:

03/07/2024

Freight

Delivery

Handling

Restock

Misc

**Bubtotal:** Other:

Tax

90.00 -00

Terms: NET 30 Ordered By: SHAME

Invoice Total:

\$90.00

458

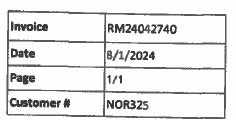
This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted To review these terms and conditions, please visit: http://tamdc.coreandmsin.com/



Sold To: **NORMAN UTILITIES AUTHORITY PO BOX 370** NORMAN OK 73070

#### Dolese Bros. Co.

Oklahoma City, OK Phone (405) 235-2311





**Delivered To:** 

#### **PARSONS STREET & COLLEGE AVENU**

| Original Inv #     | Original Order Date | Project #       | Proje           | Project Name PARSONS ADDITION WAT |  |  |
|--------------------|---------------------|-----------------|-----------------|-----------------------------------|--|--|
|                    | 0/0/0000            | 41823           | PARSONS A       |                                   |  |  |
| Purchase Order #   | Customer Job #      | Product #       | F.O.B           | Order#                            |  |  |
| SOUTHWEST WATER WO | PRK 240700          |                 |                 | 23328                             |  |  |
| Req Ship Date      | Location            | Delivery Doc. # | Tax Schedule (D | Master#                           |  |  |
| 0/0/0000           | MOORE CONCRETE      |                 | 1411X4 GOV      | 3482540                           |  |  |

| Ticket # | Truck # | Quantity | Plant | Item#       | UOM  | Description                        | Unit Price | Ext. Price |
|----------|---------|----------|-------|-------------|------|------------------------------------|------------|------------|
| 23371405 | 205394  | 1.00     | 233   | A505A0HE3   |      |                                    |            | EXT. Price |
| 23371405 |         |          |       |             | 11.  | 3500 PSI, 3 DAY HES                | 178.00     | 178.00     |
|          | 205394  | 1.00     | 233   | 20001       | EA   | 90 DEGREE COOLANT                  | 20.00      | 20.00      |
| 23371409 | 205298  | 2.00     | 233   | AS05A0HE3   | CY   | 3500 PSI, 3 DAY HES                | 1          |            |
| 23371409 | 205298  | 1.00     | 222   | MSX90650    |      | •                                  | 178.00     | 356.00     |
| 23371409 |         | 1        |       |             | EA   | Delivery Charge                    | 30.00      | 30.00      |
|          | 205298  | 2.00     | 233   | 20001       | EA . | 90 DEGREE COOLANT                  | 20.00      | 40.00      |
| 23371409 | 205298  | 1.00     | 233   | WH72971     |      |                                    | - 1        | · ·        |
|          |         |          |       | 34111.697.7 | LN   | 48"X48"X14" Corrugated Washout Box | 95.18      | 95.18      |

PAST DUE BALANCES WILL BE SUBJECT TO ALLOWABLE INTEREST CHARGES

Total Cubic Yards

Payment Terms: NET 1 TH FOLMO

PLEASE REMIT TO: Dolese Bros. Co. PO Box 960144 Oklahoma City, OK 73196-0144

FEI 73-1359190

Please include your account number and invoice number(s) on your check.

| Subtotal   | \$719.18 |
|------------|----------|
| Misc       | \$0.00   |
| Тах        | \$0.00   |
| Freight    | \$0.08   |
| Adjustment | \$0.00   |
| Total      | \$719.18 |



OK to pay \$ 719.18
WAG246 construction
That pay 1/24/2024

# MAXWELL SUPPLY COMPANY

PO BOX 33077 - OKLAHOMA CITY, OK 73148 - (405)943-3388 - (800)365-3388 - FAX (405)947-1939

Number | 168330 | Date | 08/01/2024

10.922 Page 1

Bill-to: 185940-1 NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CITY, OK 73114

Ship-to. 2407 NORMAN UTILITIES AUTHORITY WA9246-PARSONS ADDITION WATERLINE REPLACEMENT PHASE II ELM AVE & PARSONS NORMAN, OK

| Reference # | Shipped    | SIs       | Terms       | Tax Code | Doc # Wir | Ship Via |
|-------------|------------|-----------|-------------|----------|-----------|----------|
|             | 07/25/2024 | 100<br>SC | Net 30 Days |          | Y56548 01 | M.C.     |

|            |                             | 07/25/2024 100<br>SC   | Net 30 Days OKGVI | A Y                         | 56548 01   |                      | WC   |
|------------|-----------------------------|--|-------------------|-----------------------------|--|----------------------|--|
|            | ltem                        | Description  | Shipped           | UM                          | Price  | UM                   | Extension                                  |
| Ordered By | CN1<br>945-123404<br>HS1420 | 1/2" X 18" SMOOTH DOWEL 16 DUPLEX NAILS (3-1/2") 1" CONCRETE NAIL OUTPAK WASHOUT 4' X 4' X 14"H BOSCH SDS 3'4" X 10" CHISEL BOSCH SDS 10" BULL POINT | 1                 | EA<br>BX<br>I.B<br>EA<br>EA | 1.510<br>53,780<br>4.250<br>75,310<br>13,540<br>13,230 | BX<br>LB<br>EA<br>EA | 75.50<br>53.78<br>21.25<br>150.62<br>13.54 |
|            |                             | PICK TKT 944402  3 407  5 192  |                   |                             |  |                      |  |
|            |                             |  |                   | C                           | OR to 1<br>WAGRAG                                      | Co                   | #327.92<br>atruction<br>9/24/202           |

| Merchandise | Misc | Tax | Freight | Total Due |
|-------------|------|-----|---------|-----------|
| 327.92      | .00  | .00 | .00     | 327.92    |

NOTE: Sales lax will be charged on all invoices unless we have received a lax-exempt certificate prior to ship hent. In order to a aligned for a refund you MUST nowly us within 15 days of invoice date so we can make changes, otherwise you will be held table for that amount.

Do not write below this line

**Customer Copy** 





# MAXWELL SUPPLY COMPANY

PO BGX 83077 - OKLAHOMA CITY, OK. 73148 - (405)943-3383 - (800)365-3388 - FAX (405)947-1939

Number 168322

Date 08/01/2024 10.847 Page 1

Bil-to: 185940-1 NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CHY, OK 73114

Ship-to. 2407
NORMAN UTILITIES AUTHORITY
WA0246-PARSONS ADDITION
WATERLINE REPLACEMENT PHASE II
ELM AVE & PARSONS

|                    |                                   |  |  |           | NO          | DRMAN, OI   | K        |   |                |   |  |
|--------------------|-----------------------------------|--|--|-----------|-------------|---|----------|---|----------------|---|--|
| Reference          | #                                 |  | Shipped  | Sts       | Terms       | Tax Cod   | ө Doo#   | WII                                       | Ship Via       |   |  |
|                    |                                   |  | 07/29/2024   | 100<br>SC | Net 30 Days | OKGVN   | 1 Y56546 | 01  |                | WC  |  |
| h                  | om D                              | escription .   |  |           |             | Shipped   | ИМ       | Price                                     | UM             | Extension                                 |  |
| FGPN<br>PD12<br>G9 | 00 C<br>15 5<br>H<br>15 1<br>41 1 | CAUTION TAIL<br>LB PICK M<br>(ANDLE<br>2" X 15" SX<br>2" X 1/2" E. | APE 1000' 1ATTOCK, WI MOOTH DOW! XPANSION C. PANSION JO! | EL<br>AP  |             | 1<br>1<br>50<br>100<br>100  | FT       | 17,632<br>35,250<br>1,200<br>,294<br>,495 | EA<br>EA<br>FT | 17.65<br>35.25<br>60.00<br>29.40<br>49.50 |  |
|                    |                                   | 5  | .407 (152  |           |             | ng Angel Walter and Males |          |   |                |   |  |
|                    |                                   |  |  |           |             |   | 0        | 1 10 9                                    | a V            | # 191.78<br>) not ruch i                  |  |

| 2 | Merchandise | Misc | Tax | Freight | Total Due |
|---|-------------|------|-----|---------|-----------|
|   | 191.78      | .00  | .00 | .00     | 191.78    |

ICTE Seles lex will be charged on all involces unless we have received a lax-exempt certificate prior to ship ment. In order o be propied for a rekind you MUST notify us within 15 days of involce date so we can make charges, otherwise you will be held

Do not write below this line

**Customer Copy** 





# MAXWELL

#### SUPPLY COMPANY

PO BOX 83077 - OKLAHOMA CITY, OK 73148 - (405)943-3388 - (800)365-3388 - FAX (405)947-1939

Number 168320
Date 08/01/2024
Page 1

Bill-to: 185940-1 NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CITY, OK 73114

**STEVEN** 

Ordered By

Ship-to. 2407 NORMAN UTILITIES AUTHORITY WA0246-PARSONS ADDITION WATERLINE REPLACEMENT PHASE II ELM AVE & PARSONS NORMAN, OK

| Reference #      | Shipped    | SIs       | Terms       | Tax Cod | Doc#     | WII |       | Ship Via |           |
|------------------|------------|-----------|-------------|---------|----------|-----|-------|----------|-----------|
|                  | 07/31/2024 | 100<br>SC | Net 30 Days | OKGVN   | 1 Y56545 | 01  |       | WC       |           |
| Item Description |            |           |             | Shipped | UM       |     | Price | UM       | Extension |

C1000 CAUTION TAPE 1000'
HSC1420 14" X 20MM HIGH SPEED CONCRETE
CUTTING BLADES

2 EA 5 EA 17.632 EA 11.413 EA

10.794

35.26 57.07

PICK TKT 945284

5182

OK to pay \$92,33 WA \$324 Costruction And Japane

| Merchandise | Misc | Tax | Freight | Total Due |  |
|-------------|------|-----|---------|-----------|--|
| 92.33       | .00  | .00 | .00     | 92.33     |  |

NOTE. Seles tax will be charged on all invoices unless we have received a tax-exempt certificate prior to shipment. In order 15 be eligible for a retund you MUST notify us within 15 days of invoice date so we can make changes, otherwise you will be held liable for that amount.

Do not write below this line

**Customer Copy** 





Extension

825.12

147.50

102.78

360.00

# MAXWELL

### SUPPLY COMPANY

PO BOX 83077 - OKLAHOMA CITY, CK | 73148 - (405)943-3388 - (860)365-3388 - FAX (405)947-1939

Number 170300 Date 08/08/2024

14.034

Price UM

TU

13.752

.059 FT

51.389 EA

.050 FT

l Page

Bill-to: 185940-1 NORMAN UTILITIES AUTHORITY **%SOUTHWEST WATER WORKS LLC** 201 NW 132ND ST OKLAHOMA CITY, OK 73114

Ship-to: 2407

NORMAN UTILITIES AUTHORITY WA0246-PARSONS ADDITION

WATERLINE REPLACEMENT PHASE II

ELM AVE & PARSONS

Shipped UM

2500 FT

2.000 BX

2 EA

TU

NORMAN, OK

| Reference #      | Shipped Sis          | Tərms       | Tax Code  | Doc #   WH | Ship Via   |        |
|------------------|----------------------|-------------|-----------|------------|------------|--------|
|                  | 07/25/2024 100<br>SC | Net 30 Days | OKGVM     | Y56585 01  | WC         |        |
| İtem Description |                      |             | Shipped L | IM         | Price UM E | Manana |

|            | 1.00           |   |
|------------|----------------|---|
| Ordered By | BR12<br>A640-4 | EUCOLASTIC ISL LIMESTONE 30 oz<br>1'2" BACKER ROD 2500'BX<br>BACKER ROD INSTALLER<br>3'8" BACKER ROD 3600'BX<br>1800'RL (2RLS-BX) |
|            |                |   |

**PICK TKT 944461** 

210/ 8

Octo pay \$1,435.40
WAD246 Construction
Port 9/24/2014

Merchandise Misc Tex Total Due Freight 1435.40 .00 .00 1435.40

NOTE: Sales lex will be charged on all knotes unless we have received a lex-exempt certificate prior to shipme To be pulping for a refund you MUST notey us within 15 days of invokes date so we can make changes, otherwise labels for that amount. In order

Do not write below this line

**Customer Copy** 





# MAXWELL

### SUPPLY COMPAN

PO BOX 83077 - OKLAHOMA CITY, OK 73 48 - (405)943-3388 - (600)365-3388 - FAX (405)947-1932

Number 168476 Date 08/01/2024 14.376 Page

Bill-to: 185940-1 NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CITY, OK 73114

Ship-to: 2407 NORMAN UTILITIES AUTHORITY WA0246-PARSONS ADDITION WATERLINE REPLACEMENT PHASE R ELM AVE & PARSONS NORMAN, OK

| Reference #              | Shipped   | SIs         | Tems        | Tax Code | Doc # | WH    | Ship | ) Via     |  |  |
|--------------------------|---|-------------|-------------|----------|-------|-------|------|-----------|--|--|
| 2407                     | 07/23/202-  | 1 100<br>SC | Net 30 Days | OKGVM    | Y5655 | 1 01  | WC   |           |  |  |
| Item                     | Description   |             |             | Shipped  | UM    | Price | UM   | Extension |  |  |
| Ordered By SHAN<br>RG420 | #4 X 20' GRADE 60 REBA<br>150 PCS.BD<br>PICK TKT 943987<br>2U07<br>6082 | Λ           |             | 3000     |       | .417  |      | 1251.00   |  |  |
|                          | Manhonston  |             |             |          |       | V     |      | 71,251.0° |  |  |
|                          | Merchandise   |             | Misc        | - //     | Tax   | Free  | lght | Total Due |  |  |
|                          | 1251.00   |             | .00         |          | .60   |       | .00  | 1251.00   |  |  |

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**Customer Copy** 

... Last Page





# MAXWELL

#### **PAST INVOICE**

Number 168474 Date 08/01/2024 Page

PO BOX 83077 - OKLAHCMA CITY, OK. 73148 - (405)943-3388 - (800)365-3388 - FAX (405)947-1939 185940-1 Bill-to: Ship-to:

NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CITY, OK 73114

NORMAN UTILITIES AUTHORITY WA0246-PARSONS ADDITION WATERLINE REPLACEMENT PHASE IF ELM AVE & PARSONS

NORMAN, OK

| Reference #   |  | Shipped   | SIs      | Terms       | Tax Code   | Doc#                 | WH   |                               | SI             | hip Via                           |
|---------------|--|---|----------|-------------|------------|----------------------|------|-------------------------------|----------------|-----------------------------------|
|               |  | 07/22/2024  | 100      | Net 30 Days | OKGVM      | Y56550               | 01   |                               |                | WC                                |
| Item          | Description                                      |   |          |             | Shipped    | UM                   | 1.55 | Price                         | UM             | Extensio                          |
|               | CAST IN PLA                                      | ATED DOME 2'X   |          |             |            | EA                   |      | 22.127                        | SF             | 1991.4                            |
|               |  | OOTH DOWFL<br>DGE FORM 12"                                      | X 16'    |             | '          | ea<br>Ea             |      | 1.200<br>24.420               | EA<br>EA       | 60.1<br>97.1                      |
| E1206<br>G941 | 1/2" X 4" EXP<br>1/2" X 6" EXP<br>1/2" X 1/2" EX | PANSION JOINT<br>PANSION JOINT<br>(PANSION CAP<br>CANS LIMESTO) | NF.      |             | 120<br>180 | FT<br>FT<br>FT<br>TU |      | .495<br>.660<br>.294<br>4.530 | FT<br>FT<br>FT | 29.:<br>79.:<br>52.:<br>54.:      |
|               |  | C ISL LIMESTON<br>DE 60 REBAR                                   | VF 30 oz |             |            | TU<br>FT             |      | 13.752<br>.247                | TU<br>FI       | 1485.1<br>1333.1                  |
|               | PICK TKT 94                                      | 3796  |          |             |            |                      |      |                               |                |                                   |
|               |  |   |          |             |            |                      |      |                               |                |                                   |
|               |  |   |          |             |            | C                    | c }  | £ 6.                          | ~)             | \$ 5,184.<br>fruction<br>9/24/202 |
|               |  |   |          |             |            | 1 10                 | 624  | 46 (                          | كم و           | frue 100.                         |
|               |  |   |          |             |            | The Williams         | 1    | -                             |                | 9/24/202                          |
|               |  | Merchandise   |          | Misc        |            | Tex                  | V    | Frei                          | laht           | Total Du                          |

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**Customer Copy** 

.00

5184.31

... Last Page

5184.31

.00





.00

### MAXWELL

#### CREDIT

Item 14.

### SUPPLY COMPANY

PO BOX 83077 OKLAHOMA CITY, OK 73148 (405)943-3388 (800)365-3388 FAX (405)947-1939

Number 174093
| Oate 08/23/2024 | 11.435 | Page 1

Bill-to: 185940-1 NORMAN UTILITIES AUTHORITY %SOUTHWEST WATER WORKS LLC 201 NW 132ND ST OKLAHOMA CITY, OK 73114

Ship-to: 2407
NORMAN UTILITIES AUTHORITY
WA0246-PARSONS ADDITION
WATERLINE REPLACEMENT PHASE II
ELM AVE & PARSONS

| Reference #                                      | Shipped                            | S/s                        | Terms       | Tax Cod                 | le Doc | H        | WH   |                          | s          | Ship Via                               |
|--|------------------------------------|----------------------------|-------------|-------------------------|--------|----------|------|--------------------------|------------|--|
|  | 07/30/2024                         | 100<br>SC                  | CREDIT MEMO | OKGV                    | M C273 | 95       | 01   |                          |            | wc                                     |
| Item Descrip                                     | ion                                |                            |             | Shipped                 | UM     |          |      | Price                    | UM         | Extension                              |
| ADACIP25R ADA TI CAST IN ADACIP2R ADA TI CAST IN | RUNCATED DOMI<br>PLACE - RED- 2460 | E 2'X 5<br>PAVR<br>E 2'X 4 | 'TILE       | -5400<br>-9.0<br>-1.000 | EA     |          |      | .247<br>22.127<br>24.586 | FT<br>SF   | -1333.80<br>-1991.43<br>-196.69        |
|  |                                    |                            |             |                         |        | K<br>I t | d de | 7 P                      | XIV<br>Cor | \$ 3,521.92<br>51 Not 000<br>9/24/2024 |

| Merchandise | Misc | Тах | Freight | Total Due |
|-------------|------|-----|---------|-----------|
| -3521.92    | .00  | .00 | .00     | -3521.92  |

NOTE: Sales tax will be charged on all invoices unless we have received a tax exempt certificate prior to shipment in order to be significate or a refund you MUST notify us within 15 days of invoice date so we can make changes, otherwise you will be held.

Do not write below this line

**Customer Copy** 





#### **Remit Payment To**

Pioneer Supply LLC - 844634 PO Box 844634 Dallas, TX 75284-844634

Phone: 405-794-7705



Bill To AP Department Norman Utility Auth C/O Southwest Water Works P.O. Box 721078 Norman OK 73070 **United States** 

Torres

Invoice

Date 8/30/2024

Acct. No. SWW021

Invoice # INV71342

Due Date 9/29/2024

**Invoice Total \$165.00** 

Consolidated Account Balance \$6,518.65

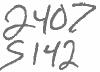
Customer

SWW021 Southwest Water Works: Southwest Water Works - Parson's Addition Waterline Replacement

**Sales Order** Sales Order #SO151542

| Net 30 | Due Date<br>9/29/2024                               | PO# | <b>Sales Rep</b><br>Randahl L Lillard | Shipping Me<br>Will Call | thod     |
|--------|---|-----|---------------------------------------|--------------------------|----------|
| QTY    | Item  |     | Un                                    | it Price                 | Amount   |
| 1      | <b>018-2HM</b><br>2.10"-3.03" HYMAX 2 FLIP COUPLING |     | \$                                    | 165.00                   | \$165.00 |
|        |   |     | Su                                    | btotal                   | \$165,00 |
|        |   |     | Tax Tota                              | ıl (0%)                  | \$0.00   |
|        |   |     | Sh                                    | ipping                   | \$0.00   |
|        |   |     |                                       | Total                    | \$165.00 |
|        |   |     | Amoun                                 | t Pald                   | \$0.00   |
|        |   |     | Amoun                                 | t Due                    | \$165.00 |

Please include your account number and the invoice number(s) with your payment information is not included your payment will be applied to the oldest open Invoice. Thank you!



OK to pay \$165.00
WA \$246 Construction
My 9/24/2024



#### VICKERS SAND & GRAVELING.

P.O. Box 722775 Norman, OK 73070 Phone # 405-573-1989 Fax # 405-573-4642

Bill To

Norman Utilities Authority C/O Southwest Waterworks 201 NW 132nd St. OKC, OK 73114

### Invoice

| Date      | Invoice # |
|-----------|-----------|
| 8/15/2024 | 75366     |

| P. O. # | Project/Location | Company Rep |
|---------|------------------|-------------|
| 2402    | Brooks & College | 7           |

| Date      | Description   | Ticket # | Quantity      | Rate  | Amount                          |
|-----------|---|----------|---------------|---|---------------------------------|
| 7/30/2024 | Grade Dirt<br>Stockpile & load<br>VickersWesternStar/Delivery<br>Fuel Surcharge | 34548    | 10<br>10<br>1 | 2.00<br>4.00<br>98.00<br>10.00%   | 20.00<br>40.00<br>98.00<br>9.80 |
| 7/31/2024 | Grade Dirt Picked up by customer  | 33614    | 10            | 6.00  | 60.00                           |
|           |   | 240      |               |   |                                 |
|           |   | 50%      | >             |   |                                 |
|           |   |          |               | 1-1-198 |                                 |

OK to pay \$227.80

WA \$246 Construction

Open To graftont

e-mail; tara@vickerssandandgravel.com

Total

\$227.80

E-mail

guynell@vickerssandandgravel.com

Thank You
You're Business is important to us!!!!
Vickers Sand & Gravet, Inc.

Item 14.

# NORMAN UTILITIES AUTHORITY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

| DATE:  | September 20, 20  | 024                       |                      |            |            |                    |
|--|-------------------|---------------------------|----------------------|------------|------------|--------------------|
| CHANGE ORDER NO.:  | One (1)           |                           |                      |            |            |                    |
| CONTRACT NO.:  | K-2324-142        |                           |                      |            |            |                    |
| PROJECT:   | WA0246, Parson    | s Addition Water          | line Replacement -   | Phase II   |            |                    |
| CONTRACTOR:  | Southwest Wate    | r Works, LLC              |                      |            |            |                    |
|  | 201 NW 132nd S    | treet, Oklahoma           | City, OK 73114       |            |            |                    |
|  |                   | 700 10 100 100            | aut - Commer         | <b>C</b> - | ontract An | oount.             |
|  |                   | Contrac                   |                      |            |            | ioune              |
| ORIGINAL:  |                   | 83                        | calendar days        | \$3,250    | ,256.00    | 0.00%              |
| PREVIOUS CHANGE ORDERS:  |                   | 0                         | calendar days        | 470        | \$0.00     | -2.24%             |
| THIS CHANGE ORDER:   |                   | 00                        | calendar days        |            | ,685.00    |                    |
| REVISED AMOUNT:  |                   | 83                        | calendar days        | \$3,177    | ,571.00    | -2.24%             |
| ORIGINAL START DATE:   |                   | May 13, 2024              |                      |            |            |                    |
| ORIGINAL COMPLETION DATE:  |                   | August 4, 2024            |                      |            |            |                    |
| PREVIOUS COMPLETION DATE:  |                   | August 4, 2024            |                      |            |            |                    |
| NEW COMPLETION DATE:   |                   | August 4, 2024            |                      |            |            |                    |
|  | DESCRIPTION       | ON                        |                      |            | INCREAS    | E/DECREASE<br>(\$) |
| AM1.1 through AM1.31: Final Chaquantity of each bid item actually rechange Order for details.  There will be no change in Contract | equired to comple | ete tne project. R        | terer to page 2 or t | nis        |            |                    |
|  |                   |                           | TOTAL                | for CO 1 = | -\$7       | 2,685.00           |
| Southwest Water Works, LLC agre  |                   | o work as ameni           |                      |            |            |                    |
| Southwest Water Works, LLC agreed described above.  CONTRACTOR:  |                   | s, Southwest Wat          | BK1                  |            | Date:      | 12/6/24            |
| RECOMMENDED BY ENGINEER:   | Micheal Nguye     | en, P. <b>f.</b> , Garver |                      | 1          | Date:      | 12/6/2024          |
| APPROVED AS TO FORM<br>AND LEGALITY:   | City Attorney     |                           | •                    |            | _ Date:    |                    |
| ACCEPTED BY NORMAN UTILITIES AUTHORITY:  | Mayor             |                           |                      |            | _ Date:    |                    |

Change Order No. 1

K-2324-142 Contract

# Attachment 1

| No.            | Bid<br>Line<br>Item   | EMS (Quantity Revisions to Orginal Bid Line Items): <u>Description</u> | <u>Units</u> | Original<br>Contract<br>Quantity | Unit Price  | Original<br>Contract<br>Amount | Quantity<br>Increase/<br>Decrease | Cost Increase / Decrease | Percent<br>Change |
|----------------|-----------------------|--|--------------|----------------------------------|-------------|--------------------------------|-----------------------------------|--------------------------|-------------------|
| A D A 1 1      |                       | 8-Inch Gate Valve and Box (MJ)   | EA           | 23                               | \$5,500.00  | \$126,500.00                   | -1                                | -\$5,500.00              | -4.3%             |
| AM1.1<br>AM1.2 | Control of the second | 6-Inch Gate Valve and Box (MJ)   | EA           | 8                                | \$4,200.00  | \$33,600.00                    | 2                                 | \$8,400.00               |                   |
| AM1.3          | 237                   | 4-Inch Gate Valve and Box (MJ)   | EA           | 0                                | \$3,500.00  | \$0.00                         | -1                                | -\$3,500.00              |                   |
| AM1.4          |                       | 4" x 90-Degree Bend (MJ)   | EA           | 3                                | \$650.00    | \$1,950.00                     | 1                                 | \$650.00                 | 33.3%             |
| AM1.5          |                       | 6" x 90-Degree Bend (MJ)   | EA           | 7                                | \$1,000.00  | \$7,000.00                     | 1                                 | \$1,000.00               |                   |
|                |                       | 8" x 45-Degree Bend (MJ)   | EA           | 16                               | \$1,750.00  | \$28,000.00                    | 4                                 | \$7,000.00               |                   |
| AM1.6          | 8                     | 8" x 22.5-Degree Bend (MJ)   | EA           | 2                                | \$1,750.00  | \$3,500.00                     | -3                                | -\$5,250.00              | -150.0%           |
| AM1.7          |                       | 8" x 11.25-Degree Bend (MJ)  | EA           | 4                                | \$1,100.00  | \$4,400.00                     | 1                                 | \$1,100.00               | 25.0%             |
| AM1.8          | 9                     | 6" Cap (MJ)/Plug   | EA           | 10                               | \$1,000.00  | \$10,000.00                    | 2                                 | \$2,000.00               | 20.0%             |
| AM1.9          | 10                    | 8" Cap (MJ)/Plug   | EA           | 4                                | \$1,500.00  | \$6,000.00                     | 1                                 | \$1,500.00               | 25.0%             |
| AM1.10         | 11                    | 12" x 8" Reducers (MJ)   | EA           | 0                                | \$1,750.00  | \$0.00                         | -1                                | -\$1,750.00              | N/A               |
| AM1.11         | 12                    |  | EA           | 3                                | \$1,250.00  | \$3,750.00                     | 1                                 | \$1,250.00               | 33.3%             |
| AM1.12         | 14                    | 6" x 4" Reducers (MJ)  | EA           | 2                                | \$2,250.00  | \$4,500.00                     | -1                                | -\$2,250.00              | -50.0%            |
| AM1.13         | 16                    | 8" x 8" Tee  | EA           | 14                               | \$2,000.00  | \$28,000.00                    | 3                                 | \$6,000.00               |                   |
| AM1.14         | 17                    | 8" x 6" Tee  | EA           | 0                                | \$1,750.00  | \$0.00                         | -1                                | -\$1,750.00              | N/A               |
| AM1.15         | 18                    | 8" x 4" Tee<br>1.5-Inch Dia. Water Single Short Service (SSS)          | EA           | 3                                | \$5,500.00  | \$16,500.00                    | 1                                 | \$5,500.00               | 33.3%             |
| AM1.16         | -                     |  | EA           | 4                                | \$8,000.00  |                                | -1                                | -\$8,000.00              | -25.09            |
| AM1.17         | 22                    | 2-Inch Dia. Water Single Short Service (SSS)                           | EA           | 23                               | \$3,000.00  |                                | 0 2                               | \$6,000.00               | 8.7%              |
| AM1.18         | -                     | 0.75-Inch Dia. Water Single Long Service (SLS)                         | EA           | 3                                | \$1,250.00  | \$3,750.00                     | 0 1                               | \$1,250.00               | 33.3%             |
| AM1.19         | -                     | ADA Tactile Warning  | EA           | 7                                | \$25,000.00 | \$175,000.0                    | 0 -1                              | -\$25,000.00             | -14.39            |
| AM1.20         | +                     | Furnish & Install 6-Inch Single Check Valve in MH                      | EA           | 5                                | \$2,500.00  | \$12,500.0                     | 0 4                               | \$10,000.00              | 0 80.0%           |
| AM1.21         | +                     | Reconnect 6-Inch Fire Line   | EA           | 3                                | \$2,500.00  |                                | 0 1                               | \$2,500.0                | 0 33.39           |
| AM1.22         | +                     | Reconnect 4-Inch Fire Line   | EA           | 6                                | \$3,500.00  |                                | 0 1                               | \$3,500.0                | 0 16.79           |
| AM1.23         | +                     | Connection to Existing Waterline (6-Inch)                              | LF           | 140                              | \$170.00    |                                | 0 40                              | \$6,800.0                | 0 28.69           |
| AM1.24         | +                     | (6-Inch) Polyvinyl Chloride Pipe (DR-18)                               | LF           | 11                               | \$150.00    | \$1,650.0                      | 9.0                               | -\$1,350.0               | 0 -81.8           |
| AM1.25         | -                     | (4-Inch) Polyvinyl Chloride Pipe (DR-18)                               | SY           | 59                               | \$175.00    |                                | 0 41.0                            | \$7,175.0                | 0 69.59           |
| AM1.26         |                       | Remove and Replace Sidewalk  | SY           |                                  | \$215.00    |                                |                                   | -\$8,815.0               | 0 -141.4          |
| AM1.27         |                       | Remove & Replace Driveway (HES Concrete)                               | SY           |                                  | \$255.00    |                                |                                   | -\$63,495.0              | 0 -13.2           |
| AM1.28         |                       | Pavement Cut & Permanent Repair (Asphalt)                              | SY           |                                  | \$240.0     |                                |                                   | -\$24,480.0              | 00 -8.49          |
| AM1.29         | 9 A7                  |  | LF           |                                  | \$125.0     | +                              |                                   | \$6,250.0                | 00 25.0           |
| AM1.3          | 0 A8                  | Remove & Replace Curb & Gutter (6-Inch Barrier)                        |              |                                  | \$10.0      |                                |                                   | \$580.0                  | 00 18.8           |
| AM1.3          | 1 A9                  | Solid Slab Sodding   | SY           | 308                              |             | btotal Amendm                  |                                   | -\$72,685.0              | 00 -2 2/          |

| (N I in a Itama with Estimated Quantities                   | A:       |   |                                    |               |        |              |        |
|---|----------|---|------------------------------------|---------------|--------|--------------|--------|
| HANGE ORDER ITEMS (New Line Items with Estimated Quantities | <u>"</u> | 0 | \$0.00                             | \$0.00        | 805    | \$0.00       | N/A    |
| N/A N/A No Change Order Items in This Change Order          |          |   | Subtotal Change Order Line Items = |               | \$0.00 | 0.00%        |        |
|   |          |   |                                    | for Change Or | li r   | -\$72,685.00 | -2.24% |

**Original Contract Amount** 

Total for Change Order No. 1

\$3,250,256.00

-2.24% -\$72,685.00

**Revised Contract Amount** 

\$3,177,571.00

# File Attachments for Item:

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$825,000 FROM THE 2021 STREET MAINTENANCE GENERAL OBLIGATION BOND FUND BALANCE ACCOUNT TO THE  $48^{\text{TH}}$  AVE NW MAIN TO ROBINSON AND EAST INTERSTATE DRIVE ROBINSON TO ROCK CREEK; ADDING PROJECT LOCATIONS AS OUTLINED IN THE STAFF REPORT



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT,

AND/OR POSTPONEMENT OF RESOLUTION R-2425-78: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$825,000 FROM THE 2021 STREET MAINTENANCE GENERAL OBLIGATION BOND FUND BALANCE ACCOUNT TO THE 48<sup>TH</sup> AVE NW MAIN TO ROBINSON AND EAST INTERSTATE DRIVE ROBINSON TO ROCK CREEK: ADDING

INTERSTATE DRIVE ROBINSON TO ROCK CREEK; ADDING PROJECT LOCATIONS AS OUTLINED IN THE STAFF REPORT

# **BACKGROUND:**

On Tuesday, April 6, 2021, Norman residents voted to approve the 2021-2026 Street Maintenance Bond Program which authorized the issuance of \$27,000,000 in General Obligation (GO) Bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets. The five categories of street maintenance include (1) Urban Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The first 3 years of construction are complete and year 4 construction is underway.

# **DISCUSSION:**

There have been savings from estimated project costs accrued within the 2021 street maintenance bond program following completion of the first 3 years of construction, and the outlook to complete final years of construction is positive. As has been past practice, staff has worked in the final years of the authorized street maintenance bond projects to expand the program, adding related project locations when savings are available. Street Maintenance GO Bonds can only be utilized for roadway maintenance or improvement projects meeting the intent of the original bond proposal.

The proposed additions to program meet this requirement. In evaluation of road conditions and coordinating with other Public Works Divisions, staff has identified the following two project locations and recommend that they be included in the FYE 2025 Asphalt Maintenance program

to utilize the accumulated savings within the 2021 Street Maintenance Bond Fund balarice. Appropriation of funds and locations have been included in the table below.

| Project # | Limits                           | Account From: | Account To:    | Total:    |
|-----------|----------------------------------|---------------|----------------|-----------|
| BP0616    | 48 <sup>th</sup> Avenue NW, Main | 50-29000      | 50593393-46101 | \$475,000 |
|           | Street to Robinson Street        | Fund Balance  | Construction   |           |
| BP0617    | East Interstate Drive,           | 50-29000      | 50593393-46101 | \$350,000 |
|           | Robinson Street to Rock          | Fund Balance  | Construction   |           |
|           | Creek Road                       |               |                |           |
|           |                                  |               | Total:         | \$825,000 |

# **RECOMMENDATION 1:**

Staff recommends the approval of Resolution R-2425-78 adding 48<sup>th</sup> Avenue NW, Main Street to Robinson Street, and East Interstate Drive, Robinson Street to Rock Creek Road, to the 2021 Street Maintenance Bond project list.

# **RECOMMENDATION 2:**

Staff further recommends appropriation of funds in the amount of \$825,000 from the 2021 Street Maintenance Bond Fund Balance (Account 50-29000) for projects 48<sup>th</sup> Avenue NW, Main Street to Robinson Street, Construction (\$475,000; Project BP0616; Account 50593393-46101) and East Interstate Drive, Robinson Street to Rock Creek Road, Construction (\$350,000; Project BP0617, Account 50593393-46101) as outlined in the staff report.

# Resolution

R-2425-78

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$825,000 FROM THE 2021 STREET MAINTENANCE GENERAL OBLIGATION BOND FUND BALANCE ACCOUNT TO THE 48TH AVE NW MAIN TO ROBINSON AND EAST INTERSTATE DRIVE ROBINSON TO ROCK CREEK; ADDING PROJECT LOCATION.

- § 1. WHEREAS, on April 6, 2021, Norman residents voted to approve the 2021-2026 Street Maintenance Bond Program which authorized the issuance of \$27,000,000 in General Obligation (GO) Bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets.; and
- § 2. WHEREAS, there have been savings from estimated project costs accrued within the 2021 street maintenance bond program following completion of the first 3 years of construction, and the outlook to complete final years of construction is positive; and
- § 3. WHEREAS, Street Maintenance GO Bonds can only be utilized for roadway maintenance or improvement projects meeting the intent of the original bond proposal; and
- § 4. WHEREAS, In evaluation of road conditions and coordinating with other Public Works Divisions, staff has identified the following two project locations and recommend that they be included in the FYE 2025 Asphalt Maintenance program to utilize the accumulated savings within the 2021 Street Maintenance Bond Fund balance.

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

§ 5. That the following transfer be made for reason stated above:

| Losing Account                    | Gaining Account        | Amount    |
|-----------------------------------|------------------------|-----------|
| 2021 Street Maintenance Bond Fund | Project BP0616;        | \$475,000 |
| 50-29000                          | Account 50593393-46101 | ,         |
| 2021 Street Maintenance Bond Fund | Project BP0617,        | \$350,000 |
| 50-29000                          | Account 50593393-46101 |           |

PASSED AND ADOPTED this 14th day of January, 2025.

| 3.6   |       |
|-------|-------|
| Mayor |       |
| ·     |       |
|       |       |
|       |       |
|       | Mayor |



City Clerk

# File Attachments for Item:

16. PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$46,776 TO THE CITY OF NORMAN, THE MOORE POLICE DEPARTMENT, AND THE CLEVELAND COUNTY SHERIFF'S OFFICE FROM THE UNITED STATES DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$30,205 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR ADVANCED SPECIALTY EQUIPMENT AND TRAINING (AND ASSOCIATED TRAVEL) AND SOFTWARE; CONTRACT NO. K-2425-91; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** John Stege, Police Standards Administrator

**PRESENTER:** Kevin Foster, Chief of Police

PUBLIC HEARING REGARDING ACCEPTANCE, APPROVAL, ITEM TITLE: REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN

THE AMOUNT OF \$46,776 TO THE CITY OF NORMAN, THE MOORE POLICE DEPARTMENT, AND THE CLEVELAND COUNTY SHERIFF'S FROM THE UNITED STATES DEPARTMENT JUSTICE/BUREAU OF JUSTICE ASSISTANCE (DOJ/BJA) THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WITH NORMAN'S PORTION OF \$30,205 TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR ADVANCED SPECIALTY EQUIPMENT AND TRAINING (AND ASSOCIATED TRAVEL) AND SOFTWARE: CONTRACT NO. K-2425-91; AND APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS

OUTLINED IN THE STAFF REPORT.

# **BACKGROUND:**

The U.S. Department of Justice (DOJ), fiscal year 2024 Edward Byrne Memorial Justice Assistance Grant, announced that grant funds are available to the City of Norman, the Moore Police Department (MPD), and the Cleveland County Sheriff's Office (CCSO) in the amount of \$46,776. These entities are considered disparate jurisdictions based on a U.S. Department of Justice formula that includes population, crime statistics, and other law enforcement-related data. The City of Norman's recommended share of the award is \$30,205. The MPD's recommended share of the award is \$11,893. Cleveland County's share is \$4,678.

On December 4, 2024 the Norman Police Department (NPD) received notice of an award for the 2024 Edward Byrne Memorial Justice Assistance Grant (Award No. 15PBJA-24-GG-05065-JAGX). The grant requires that a public hearing be conducted prior to the disbursement of any funds.

# **DISCUSSION:**

JAG legislation requires disparate local and county entities to partner with each other as signatories in an associated memorandum of understanding that identifies the individual

allocations for each entity. Only one entity is allowed to apply for grant funding (as the "Financial Entity") and must then pass-through identified funding to partnering entities. The City of Norman has traditionally served in the role of "Financial Entity" with the CCSO and MPD as partners.

At the time of application, the following projects were identified as the focus of grant funding:

Project No.1.1, Forensic Technician Supplies, Equipment, and Training Project (NPD): Providing forensic services to victims of crime requires a commitment to developing the technical expertise necessary for our forensic technicians to process scenes and to providing the equipment and supplies required. While NPD is committed to providing this service, we are also obligated to seek funding when other city priorities mean that our budget does not cover all of our needs. NPD has two technicians who are both International Association of Identification (IAI) certified crime scene technicians. Continuing education that both meets certification requirements and develops new skills and expertise for these specialists is not available locally. Additionally, supplies and equipment become obsolete or are expended and need continual refreshing.

<u>Project No. 1.2, Crime and Intelligence Analyst Training Project: (NPD)</u>: As with the previous projects, providing analytical support for law enforcement activities requires a commitment to developing the technical expertise necessary for analysts to use both internal and external systems in a way that facilitates successful proactive and reactive enforcement activities. Like other specialized personnel, continuing education for the analysts is critical to ensure that we meet industry standards as established by Local, State, and Federal partners. This specialized training is rarely available locally.

<u>Project No. 1.3, Data Visualization Project: (NPD)</u>: Transparency with the public and collaboration with other entities requires the sharing of law enforcement data to identify enforcement strategies, detect criminal activity, and recognize gaps in service. Recent technological innovations, such as Power BI, have increased the capacity for entities to develop data dashboards intended to visualize data in ways that make information more consumable by a variety of users. This requires not only appropriate data visualization software, but also the expertise to use it and the hardware to make it accessible to a broad range of end-users without exposing department networks to threats.

<u>Project No. 2.1, Pass Through Project – Ticket Printers Project (MPD)</u>: MPD will us JAG funds to purchase 5 ticket printers for electronic traffic ticket writers.

<u>Project No. 3.1, Pass Through Project – Investigative Equipment Project (CCSO)</u>: CCSO will us JAG funds to purchase data forensic software, suspect trackers, and interview recording equipment.

**RECOMMENDATION No. 1:** That a public hearing be conducted where each person in attendance receives a copy of the agenda and attachments and is eligible to speak about this topic, as required for in the grant.

**RECOMMENDATION No. 2:** Approval of the grant by Council, acceptance of the grant by the Mayor through *signing* and *dating* the <u>Certifications and Assurances by the Chief Executive of the Applicant Government</u>, and approval of electronic acceptance of the grant by the Chief of Police.

**RECOMMENDATION No. 3:** Appropriation of \$46,776 from the Special Grant Fund balance (account 22-29000); and allocate as follows:

- \$ 1,200 to 22660117-43101, Oth Sup-Mat-Laboratory
- \$ 4,346 to 22660117-43219, Maint Sup-Computer
- \$ 13,210 to 22660117-43699, Minor Equipment & Tools-Other
- \$ 11,630 to 22660117-44604, Employ Trav Wkshop & Seminar
- \$ 16,390 to 22660117-44754, Mescellaneous Serv-Pass Thru

The expenditure and revenue accounts project number is \_\_\_\_\_\_.

# **RECOMMENDATION No. 4:**

Upon reimbursement, deposit funds into Other Revenue-JAG Grant (account 226-333333).

# MEMORANDUM OF UNDERSTANDING

# Between The City of Norman, City of Moore, and Cleveland County, Oklahoma

# 2024 Justice Assistance Grant (JAG) Program Award

Award: 15PBJA-24-GG-05065-JAGX

This Agreement is made and entered into this 3<sup>rd</sup> day of January, 2025, by and between the city of Norman, Oklahoma, acting by and through its authorized representative (the Chief of Police), the city of Moore, Oklahoma acting by and through its authorized representative (the Chief of Police), and Cleveland County, Oklahoma acting by and through its authorized representative (the Sheriff), and the witnesseth:

WHEREAS, each authorized representative finds that the performance of this Memorandum of Understanding is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the City of Norman will apply for and administer the JAG award as the "Fiscal Agent"; and

WHEREAS, funds in the amount of \$46,776 will be as distributed as follows:

The city of Norman, receives \$30,386,

The city of Moore, Oklahoma receives \$11,895, and

Cleveland County, Oklahoma receives \$4,495.

**NOW THEREFORE**, the Norman, Oklahoma Police Department, the Moore, Oklahoma Police Department, and the Cleveland County Sheriff's Office agree as follows:

# Section 1.

All entities agree to expend their allocation of funds in accordance with the budget detail work sheet submitted by the Fiscal Agent.

# Section 2.

Payments to the city of Moore, Oklahoma and Cleveland County, Oklahoma will be made after the entity submits an invoice for the award amount.

# Section 3.

The city of Moore, Oklahoma and Cleveland County, Oklahoma will report project accomplishments to the City of Norman when requested.

# Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

# Section 5.

By entering into this Memorandum of Understanding, the parties do not intend to create any obligations express or implied other than those set out herein; further this Memorandum of Understanding shall not create any rights in any party not a signatory hereto.

# Section 6.

This Memorandum of Understanding is not binding unless the 2024 Justice Assistance Grant (JAG) is awarded.

Kevin Foster Chief of Police

The city of Norman, Oklahoma

Todd Gibson Chief of Police

The city of Moore, Oklahoma

Chris Amason

Sheriff

Cleveland County, Oklahoma

# U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

# Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

# **Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein
- 7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

| Signature of Chief Executive of the Applicant Unit of Local Government | Date of Certification    |
|--|--------------------------|
| Larry Heikkila   | Mayor                    |
| Printed Name of Chief Executive  | Title of Chief Executive |
| City of Norman, dba Norman Police Department                           |                          |
| Name of Applicant Unit of Local Government                             |                          |

# **Department of Justice (DOJ)**

# Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: CITY OF NORMAN

201 W GRAY ST STE B

City, State and Zip: NORMAN, OK 73069

Recipient UEI: X766N3PND5A9

**Project Title:** Forensic, Traffic, Investigation, and Analyst Training/Certification/Equipment.

Award Number: 15PBJA-24-GG-05065-JAGX

Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Federal Award Amount: \$46,776.00 Federal Award Date: 12/4/24

Awarding Agency: Office of Justice Programs

Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: O Assistance Listing:

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/23 Project Period End Date: 9/30/27

Budget Period Start Date: 10/1/23 Budget Period End Date: 9/30/27

**Project Description:** 

The disparate jurisdictions of Cleveland County (Oklahoma) Sheriff's Office, City of Moore (Oklahoma) Police Department, and City Norman (Oklahoma) Police Department will use JAG funds for technological improvements, forensic supplies, and continuing education. Specifically, the Cleveland County Sheriff's Office will use JAG funds to renew a forensic data software license, purchase surveillance trackers, and upgrade interview recording capabilities all in an effort to reduce serious crime and promote public trust. The Moore Police Department will use JAG funds to purchase ticket writers to assist with traffic enforcement initiatives. The Norman Police Department will use JAG funds to purchase forensic/lab supplies and equipment to enhance major crime and fatality collision investigations. Additionally, the Norman Police Department will use JAG funds to ensure continuing education requirements for forensic technicians as well as crime and intelligence analysts to proactively and reactively address serious crime.

Award Letter Item 16.

December 4, 2024

Dear Kevin Foster,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF NORMAN for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$46,776.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen Acting Assistant Attorney General

# Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights oblid Item 16. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@o jp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

# Memorandum Regarding NEPA

# NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

# **NEPA Letter**

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior
- d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an i
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

# **NEPA Coordinator**

First Name Middle Name **Last Name** Orbin Terry no value

# Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

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# Information, Financial Information, and Award Conditions.

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# **Recipient Information**

Recipient Name

CITY OF NORMAN

UEI

X766N3PND5A9

Street 1

201 W GRAY ST STE B

Street 2

City State/U.S. Territory

NORMAN Oklahoma

**Zip/Postal Code**73069

Country
United States

County/Parish Province

no value no value

**Award Details** 

Federal Award Date Award Type

12/4/24 Initial

Award Number Supplement Number

15PBJA-24-GG-05065-JAGX 0

Federal Award Amount Funding Instrument Type

\$46,776.00 Gra

Assistance Listing Assistance Listings Program Title Number

16.738 Edward Byrne Memorial Justice Assistance Grant Program

# **Statutory Authority**

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

# **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

# **Solicitation Title**

2024 BJA FY 24 Edward Byrne Memorial Justice

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Assistance Grant (JAG) Program - Local Solicitation

**Program Office**BJA

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# **Application Number**

GRANT14279336

Grant Manager Phone Number E-mail Address

Kandia Conaway 202-514-9205 Kandia.Conaway@usdoj.gov

**Project Title** 

Forensic, Traffic, Investigation, and Analyst Training/Certification/Equipment.

**Performance Period Start** 

Date Performance Period End Date

10/01/2023 09/30/2027

Budget Period Start Date Budget Period End Date

10/01/2023 09/30/2027

# **Project Description**

The disparate jurisdictions of Cleveland County (Oklahoma) Sheriff's Office, City of Moore (Oklahoma) Police Department, and City Norman (Oklahoma) Police Department will use JAG funds for technological improvements, forensic supplies, and continuing education. Specifically, the Cleveland County Sheriff's Office will use JAG funds to renew a forensic data software license, purchase surveillance trackers, and upgrade interview recording capabilities all in an effort to reduce serious crime and promote public trust. The Moore Police Department will use JAG funds to purchase ticket writers to assist with traffic enforcement initiatives. The Norman Police Department will use JAG funds to purchase forensic/lab supplies and equipment to enhance major crime and fatality collision investigations. Additionally, the Norman Police Department will use JAG funds to ensure continuing education requirements for forensic technicians as well as crime and intelligence analysts to proactively and reactively address serious crime.

| ] | I have read and underst | and the information | presented in | this section of the I | -ederal Award Instrui | ment. |
|---|-------------------------|---------------------|--------------|-----------------------|-----------------------|-------|
|---|-------------------------|---------------------|--------------|-----------------------|-----------------------|-------|

# Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

# Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

## Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or

translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

# **Condition 2**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## **Condition 3**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

## Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material

requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

# Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

# Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.h (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

# Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

# Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

# Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

# Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

# **Condition 13**

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Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## Condition 15

Employment eligibility verification for hiring under the award

- 1. The recipient (and any subrecipient at any tier) must--
- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for

the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this cond

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- 4. Rules of construction
- A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

# **Condition 16**

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

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No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this award, the recipient--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

# **Condition 19**

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

# **Condition 20**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not das subaward).

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The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

# **Condition 21**

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

# Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and

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OJP authority to terminate award)

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The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

# **Condition 25**

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## **Condition 27**

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

# **Condition 28**

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition:

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Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP award are incorporated by reference here.

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# Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

# **Condition 30**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

# **Condition 31**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

# **Condition 32**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

# Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

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changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training-entity-management.

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# **Condition 34**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **Condition 35**

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

# **Condition 36**

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

# **Condition 37**

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

# **Condition 38**

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official

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position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide pl

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# **Condition 39**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

# Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

## Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

## Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

# Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

# **Condition 44**

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

# **Condition 45**

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

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# **Condition 46**

Justice Information Sharing

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Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp\_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

# **Condition 47**

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

# Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

# Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

# Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environment impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction:
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

# Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

# Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https:// bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting

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requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

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# Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, deescalation of conflict, and constructive engagement with the public.

# **Condition 55**

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-(1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "atrisk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

# **Condition 56**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

## Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

# **Condition 58**

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

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In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

# **Condition 59**

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

# **Condition 60**

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vaque, speculative, and lacking a foundation; and penalties for abuse of the program.

# **Condition 61**

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

# Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

# **Condition 63**

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

### **Condition 64**

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the

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period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with award.

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Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

## Condition 65

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

# **Condition 66**

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[ ] I have read and understand the information presented in this section of the Federal Award Instrument.

# **Award Acceptance**

# Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

# **Agency Approval**

Title of Approving Official Name of Approving Official Signed Date And Time
Acting Assistant Attorney General Brent J. Cohen 12/1/24 7:23 PM

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# **Authorized Representative**

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value

Item 16.

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# SIGNATURE AUTHORIZATION FORM

for Award# 15PBJA-24-GG-05065-JAGX

As the Chief Executive Officer for the City of Norman and the signing authority for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG), award# 15PBJA-24-GG-05065-JAGX, I hereby authorized the individual(s) identified below to act on my behalf to provide the information requested throughout this contract package, and to sign all documentation related to this grant.

| documentation related to this grant.   |          |   |                  |
|--|----------|---|------------------|
| Larry Heikkila, Mayor<br>201 W. Gray St.<br>Norman, Oklahoma 73069<br>405.366.5406<br>Mayor@NormanOK.gov                   | Date     | -   |                  |
| Information regarding the signing au file and is available on-site for imme  |          | ation of such authority, will be retained in the  | associated grant |
| Primary Authorized Official:   |          | Secondary Authorized Official:  |                  |
| Kevin Foster, Chief of Police<br>201 W. Gray St., Ste. B<br>Norman, Oklahoma 73069<br>405.366.5201<br>PDChief@NormanOK.gov | <br>Date | John Stege, Standards Administrator<br>201 W. Gray St., Ste. B<br>Norman, Oklahoma 73069<br>405.366.5218<br>john.stege@normanok.gov | <br>Date         |

## File Attachments for Item:

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535, HISTORIC DISTRICT COMMISSION REQUIREMENT; AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENSION FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** City of Norman

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

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

POSTPONEMENT OF ORDINANCE O-2425-17 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535, HISTORIC DISTRICT COMMISSION REQUIREMENT; AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENSION FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY

THEREOF.

## **BACKGROUND:**

These requested amendments are brought forward by the Historic Preservation Officer for review and adoption to provide a "cleaner" Certificate of Appropriateness application process. The requested amendments do not change the intent of the Historic District Ordinance but provide for a consistent application process, efficiency in the administration of the Historic Districts, and an administrative means for extension of the Certificate of Appropriateness.

### **DISCUSSION:**

On January 26, 2022, the City Council adopted amendments to the Historic District Ordinance along with the revised Preservation Guidelines. The Planning Department recently modified application processes to provide consistency amongst different Board and Commission application types. The Historic Preservation Officer requests these proposed minor amendments to bring the Historic District Commission application process in line with the other Planning application processes and to provide a "cleaner" administration of the Historic District program.

The proposed amendments are as follows:

 Amended 36-535.g.(3) Certificates of Appropriateness, Submitting COA application materials. This removes the list of application requirements from the section and replaces it with a reference to 36-535. (g).9.a. Application, for application requirements to be met. Provided submission deadline for a Historic District Commission feedback session. Simplified wording for clarity.

- Amended 36-535.g.9.a. COA Application Requirements and Procedures, Application.
  Removed the required "24 calendar days prior to the meeting" for the submission
  deadline. The deadline for COA submissions will be the same as other Planning
  applications which is currently the first business day of each month. Wording was also
  modified to provide clarity regarding application process and documents required.
- Amended 36-535(g) 9. b. Compliance with COA, Required Procedures for Certificate of Appropriateness, Notification of Historic District Commission. Removed the word "working" to align the notification of the Historic District Commission with other Planning notification processes.
- Amended 36-535(g) 9.b.9. Compliance with COA, Required Procedures for Certificate of Appropriateness, Amending a COA. A deadline for the submission of a COA amendment request was added. This amendment also includes the addition of the ability for the Historic Preservation Officer to grant 6-month extensions of time for a Certificate of Appropriateness. This will provide relief for applicants and avoid a reapplication process to the HD Commission.

These requested amendments are shown in the annotated copy of the Historic District Ordinance attached to this item.

## **RECOMMENDATION:**

Staff forwards this proposal for amendments to the Historic District Ordinance to Chapter 36, Zoning Ordinance, as Ordinance O-2425-17 for consideration by the Planning Commission and a recommendation to the City Council.

### PLANNING COMMISSION RESULTS:

At their meeting of November 14, 2024, Planning Commission recommended adoption of Ordinance No. O-2425-17 by a vote of 7-0.

# CITY OF NORMAN ORDINANCE 0-2425-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535 HISTORIC DISTRICT, AMENDING APPLICATION SUBMISSION DEADLINE AND NOTIFICATION OF HISTORIC DISTRICT COMMISSION REQUIREMENT; AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENTIONS FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

**NOW THEREFORE,** be it ordained by the City Council of the City of Norman, in the State of Oklahoma, as follows:

**SECTION 1:** <u>AMENDMENT</u> "36-535 HD, Historic District" of the City of Norman Municipal Code is hereby *amended* as follows:

### AMENDMENT

36-535 HD, Historic District

- (a) Description and purpose.
  - (1) The Historic District Ordinance (HDO) and its regulations may be applied to property located in any zoning district in accordance with the provisions of this chapter. The HDO is intended to be an overlay zoning district and the regulations imposed by such district shall be in addition to the regulations of the underlying zoning district applicable to the subject parcel.
  - (2) The City hereby declares that the historical, architectural, cultural, and aesthetic features of the City represent some of the finest and most valuable resources of the City, and such resources are the embodiment of the heritage of the people of the City. Therefore, it is hereby declared that the purposes of this chapter, to be known as the Historic District Ordinance, shall be as follows:
    - a. To promote the creation of historic districts for the educational, cultural, economic, and general welfare of the public through preservation, protection, and regulation of areas, buildings, and sites of historical interest throughout the City.
    - b. To safeguard the heritage of the City by preserving and regulating historic landmarks and districts which reflect elements of its cultural, social, political, and architectural history.
    - c. To preserve and enhance the environmental quality of neighborhoods.

- d. To strengthen the City's economic base by the stimulation of conservation and reuse.
- e. To ensure the harmonious, orderly, and efficient growth and development of the municipality.
- f. To enable preservation activities that preserve and enhance property values.
- g. To safeguard the heritage of the City by preserving and regulating historic district structures in such a way that maintains or restores their historic integrity while allowing modern day uses and conveniences for their residents.
- (b) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Addition means construction that increase the size of the original structure by building outside of the existing structure. Additions can be either horizontal or vertical.

Alteration means an act that changes one or more of the exterior architectural features of a structure or its appurtenances, including, but not limited to, the erection, construction, reconstruction, or removal of any structure or appurtenance.

Appropriate means typical of the historic architectural style, compatible with the character of the historic district, and consistent with the Preservation Guidelines of the City.

Architectural resources means districts, structures, buildings, monuments, sites, or landscaping which possess local interest or artistic merit or which are particularly representative of their class or period, or represent achievements in architecture, engineering, or design.

Certificate of appropriateness (COA) means the official document issued by the Historic District Commission approving any application affecting the exterior of any structure designated by the authority of this chapter for permission to construct, erect, demolish, remove, relocate, reconstruct, restore, or alter said structure.

Commission means the Historic District Commission of the City.

Compatible means a design or use that does not conflict with the historical appearance of a building or district and does not require irreversible alteration.

Contributing resource means a resource, a building, site, or district, that retains its essential architectural integrity in design and whose architectural style is typical of or integral to a historic district.

*Elevation* means an exterior wall of a structure.

- (1) Front elevation means the facade or face of a structure which is visible and prominent from a public right-of-way and which often has distinguishing architectural features. Structures on corner lots shall be considered to have two front elevations. No structure shall be considered to have more than two front elevations.
- (2) Primary elevation means the front or side elevation of a structure.
- (3) *Rear elevation* means an elevation parallel to the front facade; the rear elevation usually includes the back door of the structure.
- (4) Secondary elevation means the rear elevation of a structure.
- (5) Side elevation means a wall adjacent to the front elevation that is usually visible from a public right-of-way.

Facade means the front wall or face of a building.

*Historic district* means a geographically definable area with a concentration or linkage of significant sites, buildings, structures, or monuments; or an individual structure, building, site or monument which contributes to the cultural, social, political, or architectural heritage of the City.

Historic Preservation Officer means the chief staff person responsible for historic preservation in the City's Planning and Community Development Department.

Historic property means any individual structure, building, site or monument which contributes to the historic, architectural, archeological and/or cultural heritage of the City as determined by the Historic District Commission.

Historic resources means sites, districts, structures, buildings, monuments, major landscape features that represent facets of history in the locality, State or nation; places where significant historical or unusual events occurred; places associated with a personality or group important to the past.

*Infill construction* means construction on property between or adjacent to existing buildings.

*In kind* means to replace existing materials or features with materials of identical design, size, texture and composition. (See *Matching*.)

Landmark means an individual structure, building, site, or monument that contributes to the historical, architectural, or archaeological heritage of the City.

*Matching,* in historic rehabilitations, means the use of replacement materials that are identical to the original in composition, size, shape, and profile. (See *In kind*.)

National Register of Historic Places means the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering and culture, maintained by the Secretary of the Interior under authority of

section 101(a)(1)(A) of the National Historic Preservation Act, as amended.

Non-contributing resource means a building, structure, or site that does not add to the historic significance of a property or district, and which detracts from the visual integrity or interpretability of an historic district.

Ordinary maintenance and repair means work meant to remedy damage or deterioration of a structure or its appurtenances, and which will involve no change in materials, dimensions, design, configuration, texture or visual appearance to the exterior of an historic structure. Ordinary maintenance and repair shall include, but is not limited to, painting and reroofing.

*Original* means buildings, building materials or features that were present during the period of significance for the historic district.

Period of Significance means the span of time during which a group of properties attained the significance that makes them eligible for designation as a historic district.

*Preservation* means the adaptive use, conservation, protection, reconstruction, rehabilitation, or stabilization of buildings, districts, monuments, sites, or structures significant to the heritage of the people of Norman. The following terms further define types of preservation activities:

- (1) Adaptive use means the restrained alteration of a historical or architectural resource to accommodate uses for which the resource was not originally constructed, but in such a way so as to maintain the historical and architectural character of the resource.
- (2) *Conservation* means the sustained use and appearance of a resource essentially in its existing State.
- (3) *Historic reconstruction* means the act or process of duplicating the original structure, building form and materials by means of new construction based on documentation of the historic condition.
- (4) *Historic rehabilitation* means the act or process of making a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historic, cultural or architectural values.

*Protection* means the security of a resource as it exists through the establishment of the mechanisms of this section.

*Relocation* means the movement of repositioning of a primary or accessory structure on its original site, or from one location to another.

Restoration means the process of accurately recovering all or a part of the form and details of a resource and its setting as it appeared at a particular period by means of the removal of later work and the replacement of missing earlier work.

Secretary of the Interior Standards of Historic Buildings means a set of principles

established in 1977 and amended periodically thereafter. by the Secretary of the Interior, who is responsible for all national preservation programs under Department of the Interior authority and for advising federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places. The Norman Historic District Commission utilizes the Secretary of Interior Standards as basis for developing the City of Norman Preservation Guidelines as well as for design review.

Significant characteristics means those characteristics that are important to or expressive of the historic or architectural quality and integrity of the resources and its setting and which include, but are not limited to, building material, detail, height, proportion, rhythm, scale, setback, setting, shape, street accessories, and workmanship.

- (1) Building mass means describes the relationship of a building's height to its width and depth.
- (2) Building materials means the physical characteristics which create the aesthetic and structural appearance of the resource, including, but not limited to, a consideration of the texture and style of the components and their combinations, such as brick, stone, shingle, wood, concrete, or stucco
- (3) *Detail* means architectural aspects which, due to particular treatment, draw attention to certain parts or features of a structure.
- (4) *Height* means the vertical dimension of a given structure, building or monument.
- (5) *Proportion* means the relative physical sizes within and between buildings and building components.
- (6) *Rhythm* means a discernible pattern of shapes, including, but not limited to, windows, doors, projections, and heights, within a building, structure or monument, or a group of same.
- (7) *Scale* means the proportion of parts of a building, structure, or monument to one another and to the human figure.
- (8) Setting means the surrounding structures, monuments, and landscaping which establish the visual, aesthetic, or auditory qualities of the historic or architectural resources.
- (9) *Shape* means the physical configuration of structures or landscaping and their component parts.
- (10) *Street accessories* means those sidewalk or street fixtures which include, but are not limited to, trash receptacles, benches, signs, lights, hydrants, and landscaping.

Stabilization means the process of applying measures designated to halt deterioration and to establish the structural stability of an unsafe or deteriorated resource while maintaining the essential form as it presently exists without changing the exterior appearance of the resource.

State Historic Preservation Officer (SHPO) means the official within the State who has been delegated and appointed by the Governor to administer the Historic Preservation Program in the State.

State Register of Historic Places means the State list of districts, sites, buildings, structures and objects significant in State history, architecture, archeology, engineering and culture, maintained by the State Historic Preservation Officer, under the authority of 53 O.S. §§ 351--355.

Streetscape means the view along a street from the perspective of a driver or pedestrian, of the natural and manmade elements in or near the street right-of-way, including buildings and their relationship to street trees, lawns, landscape buffers, signs, street lights, above-ground utilities, drainage structures, sidewalks, bus stop shelters and street furniture.

Structure means anything constructed or erected, the use of which requires permanent location on the ground, or which is attached to something having a permanent location on the ground. These include, but are not limited to, buildings, fences, walls, driveways, sidewalks and parking areas.

- (c) *District regulations*. The following regulations shall be applicable to the HD, Historic District and shall control the use of all properties within such district:
  - (1) Any person responsible for a structure, building, landmark, or monument within a HD district shall keep all of the exterior portions of such resources in good repair.
  - (2) The erection, moving, demolition, removal, rehabilitation, reconstruction, restoration, or alteration of the exterior of any structure is prohibited unless a certificate of appropriateness (COA) is granted by the Historic Commission of the City, unless such certificate is not required by subsection (h) of this section.
  - (3) Changes to rear elevations do require a COA; however, the rear elevation of a historic structure is considered a secondary elevation and is, therefore, regulated to a lower standard to allow flexibility for additions or other modern-day appurtenances.
- (d) *Permitted uses*. Property located within the Historic District, may be used for only those purposes permitted within the zoning district in which such property is located, subject to compliance with all regulations imposed by such zoning district and subject to compliance with all provisions of the article.
- (e) Historic District Commission.
  - (1) *Creation*. There is hereby created an Historic District Commission of the City. The Commission shall be composed of nine members in accordance with the following requirements:
    - a. Five of the members shall be owners of property in existing historic districts. At least three of these five members shall also reside in historic districts.
    - b. Two of the members shall be persons with specialized technical expertise in structural engineering, law, real estate, building construction, or similar fields.
    - c. Two of the members shall be persons with specific professional

- backgrounds in areas such as history, architecture, planning, landscape architecture, archaeology, or related fields.
- d. Provided that all of the above criteria for membership composition are met, remaining Commission appointments may be filled by at-large City residents who have some demonstrated knowledge, experience, expertise or interest in historic preservation.
- (2) Duties of Historic District Commission. Unless otherwise specified in this article, the duties of the Historic District Commission shall be as follows:
  - a. Prepare or cause to be prepared a comprehensive inventory of historical, architectural and archaeological resources within the City, and to update same on a regular basis.
  - b. Prepare or cause to be prepared a general historic preservation plan to be incorporated within the Comprehensive Plan of the City.
  - c. Review, revise, or cause to be reviewed or revised the Preservation Guidelines (formerly known as the Design Guidelines) that govern the Historic District Commission's review of applications for certificates of appropriateness.
  - d. Prepare findings of fact relating to the recommendation for designation of historic, architectural, and archaeological resources.
  - e. Prepare findings of fact pursuant to action taken by the Historic District Commission relating to certificates of appropriateness.
  - f. Make recommendations to City Council concerning the development of historic preservation plans historical and historical easements.
  - g. Make recommendations to City Council concerning grants from federal, State, or private sources, and the utilization of budgetary appropriations to promote the preservation of historic, architectural, and archaeological resources; and when so directed by Council, the Historic District Commission may oversee historical projects or programs.
  - h. Develop rules governing the meetings of the Historic District Commission and the standards for materials presented to the Commission.
  - Make recommendations to the Council, Planning Commission and/or other bodies regarding historic designations, certificates of appropriateness, and the amendment and enforcement of this article and other City ordinances.
  - j. Comment and make recommendations on actions undertaken by other City agencies or governmental units with respect to the effects of their actions upon historic, architectural, and archaeological resources.
  - k. Conduct a periodic review of the status of designated historic districts and individual landmarks and provide periodic reports on the findings of said, along with any resolutions for action, as considered appropriate.
  - 1. Any other functions as imposed by this article, or which may be

# specified by the City Council.

- (3) Continuation in office. Historic District Commission members shall be appointed to staggered, three-year terms. No member shall serve more than three consecutive terms. Members who have served more than three consecutive terms may be reappointed after having rotated off the Commission for at least one full year. Members shall continue in office during their term until such time that:
  - a. Their term expires and their successor has been appointed and approved;
  - b. They die;
  - c. They resign;
  - d. They are removed by a majority action of the Council;
  - e. They are no longer a City resident;
  - f. They are hired as a full-time City employee;
  - g. They absent themselves from three consecutive meetings, and such absences are shown by the official minutes of that board or commission.
- (4) Meetings and rules of Commission. The Commission shall be empowered to adopt rules for the conduct of its business. The Commission shall elect a Chairman who shall serve for one year or until his success takes office, and who shall be eligible for reelection. All meetings of the Commission shall be open to the public. Any person, or his duly appointed representative, shall be entitled to appear and be heard on any matter before the Commission. The Commission shall keep a record of its proceedings, a copy of which shall be filed for public view in the office of the City Clerk.
- (5) *Quorum*. A quorum shall consist of five members.
- (6) Historic Preservation Officer. The Historic Preservation Officer is the City's representative to the Historic District Commission. He shall act in an advisory capacity only and may participate in the Commission's discussions but may not have a vote in any Commission decisions.
- (f) Historic District designation.
  - (1) Procedure for designation of Historic District. Historic District designation is an overlay to the City zoning ordinance. Either the City Council or individual property owners or their authorized agents may recommend tracts and sites for inclusion within an Historic District in the same manner prescribed for the designation of other zoning districts by this Code and subject to compliance with this section. Rezoning application fees in the case of Historic District designation shall be waived, though applicants for Historic District status are still responsible for all other associated costs of district designation.
  - (2) Commission review. All recommendations of tracts and sites for inclusion within the Historic District shall first be reviewed and considered by the Historic District Commission. The Commission shall forward its recommendation regarding a proposed district designation to the Planning Commission for recommendation to the City Council. Any such application shall be made upon forms and pursuant to standards set by the Planning

- Commission for the purpose of rezoning.
- (3) Required documentation. After the Historic District Commission has reviewed and approved a proposal to designate a historic district, any individual or group seeking to designate or expand a historic district shall be responsible for providing the following:
  - a. A current historic survey of all structures in the proposed district;
  - A certified ownership list of all property owners within the district as well as properties within the 350-foot notification boundary surrounding the district;
  - c. A zoning application made on forms and pursuant to standards set by the Planning Commission for the purpose of rezoning;
  - d. A legal notice published in the newspaper of record advertising the request for the formation of the Historic District;
  - e. Copies of deeds for all properties to be rezoned.
- (4) Expansion of an existing Historic District. Parcels may be added to an existing Historic District, provided the following criteria are in place:
  - a. The parcels have been previously surveyed and deemed to be eligible for Historic District designation.
  - b. The parcels are contiguous with an existing district.
  - c. The parcels include at least one whole block, both sides of the street.
  - d. After these criteria are met, the procedure for expanding a district is the same as the designation of a new Historic District described above.
- (5) Notice of consideration. Notice of consideration of a historic district designation by the Historic District Commission shall be the same as is required for consideration of the adoption or amendment of zoning district boundaries by the City Council. As a part of such notice, the Historic Preservation Officer shall notify the owners of record of affected properties by mail of the proposed designation and include a letter outlining the basis for the designation.
- (6) Expert testimony. The Historic District Commission may solicit and present expert testimony or documentary evidence regarding the historic, architectural, archeological, or cultural importance of the property proposed for designation.
- (7) Written description. As part of every such designation, or amendment of a designation, the Historic District Commission shall describe in writing the attributes of the area or site designated as such attributes relate to and comply with the review criteria for district designation, as provided in this section.
- (8) Commission notification of designation. The Historic Preservation Officer shall officially notify the Historic District Commission of all approvals or disapprovals of designation ordinances at the next regular meeting of the Historic District Commission following Council action.
- (9) Amendment or repeal. Historic District designations may be amended or repealed in the same manner and according to the same procedure, as provided herein for the original designation.

- (10) No alterations while Historic District designation pending. No application for a permit to construct, alter, demolish, remove, or relocate any characteristic of a designated site, building, structure, district, open space or monument filed subsequent to the day that an application has been filed or a resolution adopted to initiate designation of proposed Historic District status shall be approved by the City while proceedings are pending regarding such historic preservation district designation application, unless such work is determined by the Historic District Commission to be essential to the preservation or stabilization of the resources.
- (11) Criteria for Historic District designation. A concentration of significant sites, structures, buildings, including surrounding open space, may be designated for preservation and may be included within the historic district if such possesses at least one of the following attributes within the categories below:
  - a. Historical, cultural category:
    - 1. Has significant character, interest or value as part of the development, heritage or cultural characteristics of the locality, State, or nation; or is associated with the life of a personality significant to the past;
    - 2. Is the site of a historic event with a significant effect upon the development, heritage, or cultural characteristics of the locality, State, or nation;
    - 3. Exemplifies the cultural, political, economic, social, or historic heritage of the community.
  - b. Architectural, engineering category:
    - 1. Portrays the environment in an era of history characterized by a distinctive architectural style;
    - 2. Embodies those distinguishing characteristics of an architectural type engineering specimen;
    - Is the work of a designer or architect or contractor whose individual work has influenced the development of the community or of this nation;
    - 4. Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past;
    - 5. Is a part of or related to a square, park or other distinctive area and thus should be developed and preserved according to a plan based upon a historical, cultural, or architectural motif;
    - 6. Represents an established and familiar visual feature of the neighborhood, community, or sky-line owing to its unique location or singular physical characteristic.
  - c. Archeological category:
    - 1. Has yielded, or is likely to yield information important to history or prehistory based upon physical evidence;
    - 2. Is part of or related to a distinctive geographical area which should be developed or preserved according to a plan based on cultural, historic, or architectural motifs.

- (g) Certificates of appropriateness.
  - COA required. A certificate of appropriateness shall be required in the following instances before the commencement of work upon any structure or site located within a Historic District:
    - a. Whenever such work includes alteration to the exterior of any building, structure or site, including erection, moving, demolition, reconstruction, or restoration, except when such work satisfies all the requirements for ordinary maintenance and repair, as defined in subsection (b) of this section.
    - b. Whenever such work requires a building permit issued by the City.
    - c. Whenever such work includes the construction or enlargement of a driveway or parking area.
  - (2) General provisions and procedures for certificates of appropriateness. No building permit shall be issued by the City for any structure or site located within the Historic District until the application for such permit has been reviewed by the Historic District Commission and a certificate of appropriateness approved by the Historic District Commission.
  - (3) Submitting COA application materials. When applying for a certificate of appropriateness, the applicant shall furnish copies of all detailed site and building plans, elevations, perspectives, material samples, and specifications, required COA application packet information listed in 36-535(g)9(a) with sufficient detail to clearly illustrate the applicant's intent. Incomplete applications will not be forwarded to the Commission for reivew. Applicants may meet and consult with the Historic Preservation Officer before submitting an application. Applicants and may also request a meeting with the Historic District Commission before submitting an application in order to getreceive feedback from the Commission on a forthcoming application. Such request must be filed by the submission deadline. Applicants may also consult with the Historic Preservation Officer as needed during the review of the (COA) application. Incomplete applications will not be forwarded to the Commission for review.
  - (4) Historic District Commission review. Upon receipt of the application for a certificate of appropriateness, the Historic District Commission shall determine whether the proposed work is of a nature which will adversely affect any historical or architectural resource and whether such work is appropriate and consistent with the spirit and intent of this chapter and the Preservation Guidelines. The Historic District Commission shall apply the criteria established by this chapter and the Preservation Guidelines and based thereon shall approve or disapprove requests for certificates of appropriateness. If the Historic District Commission denies a certificate of appropriateness, no permit shall be issued, and the applicant shall not proceed with the proposed work. NCC 36-V establishes the process for appealing decisions of the Historic District Commission.
  - (5) Development of Preservation Guidelines. The Historic District Commission

- shall develop such guidelines as it may find necessary to supplement the provisions of this chapter and to inform owners, residents, and the general public of those techniques which are considered most appropriate for undertaking work relating to historical and architectural resources. The Historic District Commission shall have the opportunity to advise the City Council concerning provisions in the building, electrical, plumbing, heat and air and housing codes and other codes which affect preservation work.
- (6) Infill construction. In the case of new or infill construction in Historic Districts, it is not the intent of this chapter to limit new construction to any one period or architectural style, but to preserve the overall integrity of Historic Districts and architectural resources and to ensure that new construction is compatible with existing historic and architectural resources. In the case of denial of plans by the Historic District Commission, the Commission shall State in writing the reasons for such denial and may include suggestions of the Commission in regard to actions the applicant might take to secure the approval of the Commission.
- (7) Archaeological resources. With regard to the development of a property containing a designated archeological resource, a certificate of appropriateness shall be required prior to the issuance of the permit for which the applicant has applied; and further, the following requirements shall be satisfied:
  - a. Archeological resources shall be protected from inappropriate or improper digging by demonstration by the applicant that the appropriate permits and standards are met for study as set by the Oklahoma Archaeological Survey.
  - Any discovered materials shall be properly recorded, reported, stored, or exhibited according to the standards set by the Oklahoma Archaeological Survey.
  - c. All development affecting the designated archeological resource shall provide for the permanent preservation of the resources or provide for the completion of the necessary work as recommended by a qualified archeologist.
  - d. Prior to the hearing by the Historic District Commission for issuance of the certificate of appropriateness, the applicant or the Commission shall cause to have presented and shall review the comments and recommendations of a qualified archeologist with respect to the resource under consideration and the application which would affect it.
- (8) Compliance with COA. The Historic District Commission may approve certificates of appropriateness subject to certain conditions to be Stated in writing. Work performed pursuant to the issuance of a certificate of appropriateness shall conform to the conditions of such certificate, if any. It shall be the duty of the Historic Preservation Officer of the City to inspect from time to time any work performed pursuant to a certificate of appropriateness to ensure such compliance. In the event that such work is not

- in compliance, the Historic Preservation Officer shall issue a stop work order. The Historic District Commission may request by resolution that the Historic Preservation Officer inspect work at a particular location and, if found to be non-compliant, issue a stop work order.
- (9) COA application requirements and procedures. Property owners, developers or agents applying for a certificate of appropriateness shall be required to submit the following as applicable:
  - a. Application. An application form for a certificate of appropriateness shall be obtained from and filed with the Historic Preservation Officer. Applications requests for certificates of appropriateness shall be considered by the Historic District Commission at its next regular monthly meeting, provided that they an application has have been filed, complete in form and content, at least 24 calendar days before the regularly scheduled monthly meeting of the by the submission deadline for the Historic District Commission; otherwise, consideration shall be deferred until the following meeting. Application packets requests require the following support documents: shall include:
    - 1. Standard COA application form as developed by the Historic Preservation Officer.
    - 2. Plot plans drawn to scale, showing the location of existing structures, major trees, and property lines easements and rights-of-way.
    - 3. Scaled <u>elevation</u> drawings of any proposed <u>building exterior</u> <u>modifications</u>, <u>including elevations</u>. Proposals that include vertical additions, expansions of building footprint of more than 25 percent of original area, or new construction shall include elevation drawings depicting subject property and also primary structures on adjacent properties.
    - 4. Architectural plans, including drawings depicting the proposed alterations, and specifications.
    - 5. Proposals from contractors, if any.
    - 6. Color and mMaterial samples and/or specification sheets.
    - 7. Photographs of subject property: and materials or items to be altered.
    - 8. Copy of the property deed to demonstrate ownership.
    - 9. A certified list of adjacent property owners in any direction of the subject property.
  - b. Required procedures for certificate of appropriateness:
    - Notification of Historic District Commission. Upon receipt of an application for a certificate of appropriateness, the Historic Preservation Officer shall notify the Historic District Commission at least five working days before the regularly scheduled monthly meeting.

- 2. Notification of affected property owners. All recorded property owners immediately adjacent to or directly across the street or alley in any direction from the subject property shall be notified of an application for a certificate of appropriateness. This notice, as provided by the Historic Preservation Officer, shall contain adequate information to notify adjacent property owners of the specific request of the applicant for a certificate of appropriateness, as well as the time, date, and place of the meeting of the Historic District Commission at least (7) seven days before the hearing. In addition, the Historic Preservation Officer shall post a sign in the yard of the subject property at least (7) seven days before the hearing that shall include the time, date, and place of the meeting of the Historic District Commission. The sign shall be removed (10) ten days after the application is reviewed.
- Action required. The Historic District Commission shall take
  official action upon any application for a certificate of
  appropriateness at the next regularly scheduled meeting based
  on established meeting times.
- 4. Special public hearings. All regular meeting of the Historic District Commission are considered public hearings. If the Historic District Commission deems it necessary, a special public hearing may be held concerning any actions of the Commission in the discharge and conduct of its duties. Hearings shall be properly advertised and conducted as a public meeting.
- 5. Issuance of certificate of appropriateness. If the Historic District Commission determines that the proposed construction, rehabilitation, reconstruction, alteration, restoration, moving, or demolition of a structure is appropriate, it shall approve and issue to the applicant a certificate of appropriateness.
- 6. Denial of certificate of appropriateness. If the Historic District Commission determines that a certificate of appropriateness should not be issued, it shall place in its records the reason for the denial and shall notify the applicant of such determination, including a copy of its reasons, and its recommendations, if any, as they appear in the records of the Commission.
- 7. Notification of Building Official. Upon the issuance or denial of a certificate of appropriateness, the Historic District Commission shall transmit a letter to the Building Official stating that a certificate of appropriateness has or has not been approved and issued to the property in question.
- 8. Resubmitting of an application. If the Historic District

Commission determines that a certificate of appropriateness should not be issued, a new application may be submitted on the proposed construction, rehabilitation, reconstruction, alteration, restoration, or moving, only if substantive change is made to the original plans for the proposed work. In such a case, applicants will be required to submit a new application with all supporting documentation, including the payment of another application fee and a certified list of adjacent property owners. Reapplication fees may be waived when the Commission denies a request for COA due to incomplete application information.

- 9. Amending a COA. A request to amend a certificate of appropriateness currently in effect does not require requires a new application, thoughthe submission of a new COA application form listing the requested amendment(s) along with any required supporting documents such as elevations, site plan, specification sheets and pictures. The application fee shall be waived for COA amendment requests, pProposed amendments requests filed complete, in form and content, by the submission deadline shall be reviewed by the Historic District Commission at athe next regularly scheduled meeting.
- 10. Time limits of certificate of appropriateness. A certificate of appropriateness issued by the Historic District Commission shall become null and void if construction, reconstruction, alteration, restoration, moving or demolition is has not commenced within (12) twelve months of the date of issuance or if a building permit has not been issued within (12) months. An extension of time for the certificate of appropriateness, not to exceed six months, may be granted by the Historic District CommissionPreservation Officer upon review, provided application for such extension request is submitted in writing prior to expiration of the certificate of appropriateness. The Historic Preservation Officer may grant a maximum of (2) two extensions of time. Any additional request for an extension of time would require review by the Historic District Commission.
- c. Review criteria.
  - 1. The Historic District Commission shall have responsibility for reviewing requests for building and demolition permits for designated historic structures within any area designated as a historic district, and for issuing or denying certificates of appropriateness for such requests. The purpose of this section to specify for Historic District Commission members policies and criteria that they shall follow in reaching decisions on

- matters relative to such changes.
- 2. Review criteria, procedural policies and consequences of decisions will extend beyond the tenure of any Historic District Commission members. It is essential that policies be based on consistency and basic preservation guidelines. Highest priority should go to the preservation and restoration of historically and architecturally significant structures and sites that express the unique characteristics of the particular periods in which they were built.
  - i. Preservation Guidelines. In addition to the abovementioned criteria, the Historic District Commission
    shall use specific Preservation Guidelines which shall
    be prepared by the Commission to outline and
    describe the evaluation criteria used in assessing the
    appropriateness of proposed project work within the
    designated Historic Districts. These Preservation
    Guidelines shall be prepared and periodically
    amended by Historic District Commission action as
    part of the regular duties of the Commission and shall
    be adopted by the Commission prior to their
    application in the review process.
  - ii. Secretary of the Interior standards. The Historic District Commission shall utilize those criteria in "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 2017)." The Standards are as follows:
    - (a) Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure or site and its environment, or to use a property for its originally intended purpose.
    - (b) The distinguishing original qualities or character of a building, structure, or site and its environment should not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
    - (c) All buildings, structures and sites shall be recognized as products of their own time.
       Alterations that have no historical basis and which seek to create an earlier appearance

- shall be discouraged.
- (d) Changes which may have taken place in the course of time are evidence of the history and development of a building, structure or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- (e) Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
- (f) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.
- (g) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- (h) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any project.
- (i) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.
- (j) Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations

- were to be removed in the future, the essential form and integrity of the structure would be unimpaired.
- 3. Reviewing non-contributing structures. Non-contributing structures should be controlled only to the degree necessary to make them compatible with the general atmosphere of any district with regard to exterior alteration, additions, signs, site work and related activities.

# (h) Demolitions.

- (1) General provisions. No structure or resource within any Historic District shall be demolished and/or removed unless such demolition has been reviewed by the Historic District Commission and a certificate of appropriateness for such demolition and/or removal has been granted.
- (2) Procedure and postponement orders.
  - a. The Historic District Commission shall hold a public hearing for the purpose of considering certificates of appropriateness for demolition or removal. After such hearing, the Historic District Commission may approve the certificate of appropriateness authorizing the demolition or may enter an order postponing demolition for up to 90 days.
  - b. At the conclusion of such period of postponement as specified in the Historic District Commission's order, the Commission shall within 45 days thereafter hold a second public hearing to consider whether or not to recommend to the City Council that additional postponement of demolition be ordered.
  - c. In the event that the Historic District Commission recommends additional postponement to the City Council, the City Council shall hold a public hearing for the purpose of considering additional postponement of demolition.
  - d. After such public hearing, the City Council may enter an order approving the demolition or may enter an order postponing demolition for an additional period not to exceed 60 days from the date of such order. At the conclusion of this final postponement period, the City Council shall hold a public hearing and may either approve the requested demolition or may disapprove such requested demolition. In the event demolition is not approved, no demolition shall occur. For the purposes of this chapter, the term "demolition" shall include removal.
- (3) Criteria for review of demolitions. The Historic District Commission and City Council shall be guided by the following criteria in considering certificates of appropriateness and authorizations for demolition or removal of structures or sites within the Historic District:
  - a. The purposes and intent of this chapter.
  - b. The degree to which the proposed removal of the historical resource would damage or destroy the integrity and continuity of the Historic

- District of which it is a part.
- c. The nature of the resource as a representative type of style of architecture, a socio-economic development, a historical association, or other element of the original designation criteria applicable to such structure or site.
- d. The condition of the resource from the standpoint of structural integrity and the extent of work necessary to stabilize the structure.
- e. The alternatives available to the demolition applicant, including:
  - 1. Donation of the subject structure or site to a public or benevolent agency.
  - Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of historical easements.
  - 3. The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
  - 4. The potential of such structure or site for renovation and its potential for continuing same.
  - 5. The potential of the subject structure or site for rezoning in an effort to render such property more compatible with the physical potential of the structure.
- f. The ability of the subject structure or site to produce a reasonable economic return on investment to its owner; provided, however, that it is specifically intended that this factor shall not have exclusive control and effect but shall be considered along with all other criteria contained in this section.
- (i) Exceptions to COA. A certificate of appropriateness shall not be required under the following conditions:
  - (1) No exterior changes. No COA is required for any work affecting the exterior of a structure that does not alter the character of the exterior appearance of the resource; or for any work for which a building permit or any other City permit or certificate is not required for any work where the purpose of such work is stabilization and/or ordinary maintenance and repair. The painting or repainting of any structure shall be considered ordinary maintenance and repair, regardless of color.
  - (2) Meets all requirements for ordinary maintenance and repair. See subsection (b) of this section for definition of the term "ordinary maintenance and repair." Any work not satisfying all of the requirements for ordinary maintenance and repair as defined in subsection (b) of this section shall not be considered ordinary maintenance and repair. The construction or enlargement of a driveway or parking area shall not be considered ordinary maintenance and repair.
  - (3) Interior changes only. Any work affecting the interior of a structure for which a building permit or any other City permit or certificate is required but which

- does not alter the exterior appearance of the structure does not require a certificate of appropriateness.
- (4) Administrative bypass for the certificate of appropriateness. A certificate of appropriateness may be granted by the Historic Preservation Officer or authorized designee as listed in the current edition of the Historic District Guidelines. The Historic Preservation Officer shall inform the Historic District Commission of Administrative Bypass actions at its next regular meeting. If a request for Administrative Bypass is denied by the Historic Preservation Officer, the applicant shall have the right to submit an application for a Certificate of Appropriateness to the Historic District Commission to be reviewed at its next regularly scheduled meeting time in order to request formal action regarding approval or denial of the Certificate of Appropriateness. All application fees and requirements shall apply.

# (j) Appeals.

- (1) Any person aggrieved by a decision of the Historic District Commission, excluding postponements as defined in subsection (b) of this section, shall have such right of appeal to the Board of Adjustment within ten days from the decision of the Historic District Commission.
- (2) Aggrieved persons must exhaust all administrative processes before any appeal is valid.

# (k) Penalty.

- (1) Any person, firm or corporation who violates any provision of this chapter shall, upon conviction, be punished by a fine, as provided for in NCC 36-569(a). A violation exists whenever there is a performance of an act which is prohibited by the provisions of this chapter, or a failure to perform an act which is required by this chapter. Each day this chapter is violated shall be considered a separate offense.
- (2) In case any building or structure is erected, constructed, externally reconstructed, externally altered, added to or demolished in violation of this chapter, the City or any person may institute an appropriate action or proceeding in a court with competent jurisdiction to prevent such unlawful erection, construction, reconstruction, exterior alteration, addition or demolition, and the violating party shall pay all court costs and expenses, including reasonable attorney's fee, if the Court should find in favor of the City or persons suing on behalf of the City to enforce this chapter.
- (1) City Council approval of revisions to Preservation Guidelines.
  - (1) Upon receiving or drafting a proposed revision of the Preservation Guidelines, the Historic District Commission shall submit said revisions to the City Council along with a recommendation for approval or disapproval. Said report shall outline efforts made to gather community input from residents of the Historic District as well as summarize such input.
  - (2) Upon City Council receiving said revisions, City Council shall have the duty to review proposed revisions and vote to either approve or disapprove the

inclusion of the revisions in the Preservation Guidelines during the next available City Council meeting. The effective date of any approved revisions shall be 30 days from the date the City Council vote on the proposed revisions is recorded.

(Ord. No. O-9293-30, 8-10-1993; Ord. No. O-9900-11, 10-12-1999; Ord. No. O-0405-26, 11-23-2004; Ord. No. O-0506-56, 6-27-2006; Ord. No. O-0708-35, 4-22-2008; Ord. No. O-0910-12, 12-12-2009; Ord. No. 0-2122-31, 01-25-2022; Ord. No. O-2021-31)

**SECTION 2:** <u>SEVERABILITY CLAUSE</u> Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**SECTION 3: EFFECTIVE DATE** This Ordinance shall be in full force and effect after the required approval and publication according to law.

## PASSED AND ADOPTED BY THE CITY OF NORMAN CITY COUNCIL

|                   | AYE                  | NAY | ABSENT                          | ABSTAIN     |
|-------------------|----------------------|-----|---------------------------------|-------------|
|                   | -                    |     | 8                               |             |
| Presidi           | ng Officer           |     | Attest                          |             |
| Larry H<br>Norman | eikkila, Mayor, City | of  | Brenda Hall, City Cle<br>Norman | rk, City of |



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 11/14/2024

**REQUESTER:** City of Norman

**PRESENTER:** Anais Starr, Planner II

ITEM TITLE: CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2425-17: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN. OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535. HISTORIC DISTRICT COMMISSION REQUIREMENT: AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS: **EDITS** FOR CONSISTENCY CORRECTIVE PURPOSES: AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENSION FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY

THEREOF.

## **BACKGROUND:**

These requested amendments are brought forward by the Historic Preservation Officer for review and adoption to provide a "cleaner" Certificate of Appropriateness application process. The requested amendments do not change the intent of the Historic District Ordinance but provide for a consistent application process, efficiency in the administration of the Historic Districts, and an administrative means for extension of the Certificate of Appropriateness.

## **DISCUSSION:**

On January 26, 2022, the City Council adopted amendments to the Historic District Ordinance along with the revised Preservation Guidelines. The Planning Department recently modified application processes to provide consistency amongst different Board and Commission application types. The Historic Preservation Officer requests these proposed minor amendments to bring the Historic District Commission application process in line with the other Planning application processes and to provide a "cleaner" administration of the Historic District program.

The proposed amendments are as follows:

 Amended 36-535.g.(3) Certificates of Appropriateness, Submitting COA application materials. This removes the list of application requirements from the section and replaces it with a reference to 36-535. (g).9.a. Application, for application requirements to be met. Provided submission deadline for a Historic District Commission feedback session. Simplified wording for clarity.

- Amended 36-535.g.9.a. COA Application Requirements and Procedures, Application.
  Removed the required "24 calendar days prior to the meeting" for the submission
  deadline. The deadline for COA submissions will be the same as other Planning
  applications which is currently the first business day of each month. Wording was also
  modified to provide clarity regarding application process and documents required.
- Amended 36-535(g) 9. b. Compliance with COA, Required Procedures for Certificate of Appropriateness, Notification of Historic District Commission. Removed the word "working" to align the notification of the Historic District Commission with other Planning notification processes.
- Amended 36-535(g) 9.b.9. Compliance with COA, Required Procedures for Certificate
  of Appropriateness, Amending a COA. A deadline for the submission of a COA
  amendment request was added. This amendment also includes the addition of the
  ability for the Historic Preservation Officer to grant 6-month extensions of time for a
  Certificate of Appropriateness. This will provide relief for applicants and avoid a
  reapplication process to the HD Commission.

These requested amendments are shown in the annotated copy of the Historic District Ordinance attached to this item.

## **RECOMMENDATION:**

Staff forwards this proposal for amendments to the Historic District Ordinance to Chapter 36, Zoning Ordinance, as Ordinance O-2425-17 for consideration by the Planning Commission and a recommendation to the City Council.

# **Zoning Ordinance - Historic District**

5. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-17: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 36, ARTICLE V, ZONING, SECTION 36-535, HISTORIC DISTRICT COMMISSION REQUIREMENT; AMENDING THE APPLICATION REQUIREMENTS FOR CERTIFICATE OF APPROPRIATENESS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; AND ALLOW HISTORIC PRESERVATION OFFICER TO GRANT TIME EXTENSION FOR CERTIFICATE OF APPROPRIATENESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

## ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Ordinance Draft

# **Staff Presentation**

Anais Starr, Planner II, presented the proposed changes in regards to the Historic District Ordinance.

**Motion** by Commissioner McKown to recommend approval of Ordinance O-2425-17; **Second** by Commissioner Kindel.

The motion was passed unanimously with a vote of 7-0.

## MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

Lora Hoggatt, Planning Services Manager, discussed the upcoming AIM Norman Open House events and invited the Commissioners to attend.

Commissioners brought forward concerns in regards to the new meeting location.

## **ADJOURNMENT**

| The meeting adjourned at 7 | :34 p.m. |       |  |
|----------------------------|----------|-------|--|
| Passed and approved this _ | day of   | 2024. |  |
| Planning Commission        |          |       |  |

## File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2425-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY ATTORNEY CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** City Council

PRESENTER:

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

POSTPONEMENT OF ORDINANCE O-2425-18 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY ATTORNEY CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN: AND PROVIDING FOR THE

SEVERABILITY THEREOF.

### **BACKGROUND:**

Since the adoption of the City of Norman Charter, the City Attorney has been hired, supervised and managed by the City Manager in a protected "for-cause" capacity like other City employees. In August 2022, the voters of Norman approved a Charter amendment that makes the City Attorney an employee of the City Council, serving in an at-will capacity, and hired, supervised, and managed by the City Council.

On June 25, 2024, Council appointed Rickey J. Knighton II to serve as Interim City Attorney, effective July 5, 2024. Council has recently indicated a willingness to employ Mr. Knighton as the City Attorney.

## **DISCUSSION:**

The compensation set forth in Ordinance O-2425-18 is consistent with the contract distributed by the City Manager. The contract will be submitted as a companion item with adoption of this ordinance on Second and Final Reading in January 2025.

## **RECOMMENDATION:**

Ordinance O-2425-18 is submitted for Council's consideration.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA. **FIXING** THE COMPENSATION OF THE CITY **ATTORNEY** CONSISTENT WITH REQUIREMENTS FOR THE CITY MANAGER'S COMPENSATION IN ARTICLE XVII, SECTION 1. OF THE CHARTER OF THE CITY OF NORMAN; **AND PROVIDING** FOR THE SEVERABILITY THEREOF.

- §1. WHEREAS, Section 1 of Article XVII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and
- §2. WHEREAS, Norman voters approved amendments to its Charter in August 2022, changing, among other things, the City Attorney from a for-cause employee of the City Manager, to an at-will employee of the City Council; and
- § 3. WHEREAS, proposed Contract K-2425-78 which would employ Rickey J. Knighton II, the current Interim City Attorney, as the City Attorney under the new Charter provisions; and
- § 4. WHEREAS, Council will consider Contract K-2425-78 during the same meeting it will consider this Ordinance O-2425-18 on Second and Final Reading.

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

- § 5. That the salary and compensation of the City Attorney shall be and are hereby fixed at: an annual base salary of \$204,140.30 plus any other non-merit based salary adjustments that may be given to other non-union employees; a contribution to a qualified deferred compensation account in an amount equal to the annual elective deferral limit set by the Internal Revenue Service; a City-provided cell phone with monthly service and fees paid for by the City; a City-provided laptop computer for City business with necessary software; standard employee health & dental benefits, term life insurance in an amount equal to two times the annual base salary, as may be increased from time to time; premium payments for short-term and long-term disability coverage; and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract No. K-2425-78.
- § 6. <u>Severability.</u> If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Item 18.

| ADOPTED this | day of  | NOT ADOPTED this | day of  |
|--------------|---------|------------------|---------|
|              | , 2025. |                  | , 2025. |
| Mayor        |         | Mayor            |         |
| ATTEST:      |         |                  |         |
| City Clerk   |         |                  |         |

## File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2425-78: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND RICKEY J. KNIGHTON II, SETTING FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT AS CITY ATTORNEY.



# CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 01/14/2025

**REQUESTER:** City Council

PRESENTER:

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION,

POSTPONEMENT AND/OR AMENDMENT OF CONTRACT K-2425-78: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY, THE NORMAN MUNICIPAL AUTHORITY, THE NORMAN TAX INCREMENT FINANCE AUTHORITY, AND THE NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND RICKEY J. KNIGHTON II, SETTING FORTH THE TERMS AND CONDITIONS OF EMPLOYMENT

AS CITY ATTORNEY.

## **BACKGROUND:**

Since the adoption of the City of Norman Charter, the City Attorney has been hired, supervised and managed by the City Manager in a protected "for-cause" capacity like other City employees. In August 2022, the voters of Norman approved a Charter amendment that makes the City Attorney an employee of the City Council, serving in an at-will capacity, and hired, supervised, and managed by the City Council. A majority of council has directed that a proposed contract with Rickey J. Knighton II, Interim City Attorney, be brought forward to Council, along with the ordinance setting compensation.

## **DISCUSSION:**

The terms of the contract are consistent with discussions between the City Manager and Mr. Knighton.

## **RECOMMENDATION:**

Contract K-2425-78 is submitted for Council's consideration.

### CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement, made and entered into on this \_\_\_\_\_ day of January 2025, by and between the City of Norman, Oklahoma, a municipal corporation, the Norman Utilities Authority, the Norman Municipal Authority, the Norman Tax Increment Finance Authority, and the Norman Economic Development Authority, the City of Norman being the sole beneficiary of each Authority (hereinafter collectively called "Employer"), and Rickey J. Knighton II, (hereinafter called "Employee"), both of whom understand and agree as follows:

### **Section 1: Licensure**

Employee warrants and agrees that Employee is licensed to practice law in Oklahoma without limitation. Employee must maintain Employee's license to practice law in good standing throughout the term of this Agreement as a condition to employment. Should the Employee no longer be licensed to practice law in Oklahoma, this contract will terminate immediately for good cause and Employee will not be entitled to any payments provided for under Section 9 except for wages earned and accrued but unused vacation leave.

## **Section 2: Term**

This Agreement shall remain in full force and effect from the Effective Date until terminated by the Employer or Employee as provided in this Agreement subject to sufficient appropriation of funds required under this Agreement for each fiscal year.

### **Section 3: Duties**

- A. Employer employs the Employee as City Attorney to perform the duties specified in Article VIII of the City of Norman Charter and to perform other legally permissible and proper duties and functions of the position in compliance with the Oklahoma Rules of Professional Conduct for the Employer.
- B. It shall by the duty of the Employee to employ on behalf of Employer all other employees of the City Attorney's Office consistent with the City of Norman Personnel Manual, and any other applicable policies or law. Such employees shall maintain all rights provided to other non-union City employees in the City of Norman Personnel Manual.
- C. It shall also be the duty of the Employee to direct, assign, reassign, evaluate, and terminate, as appropriate, employees of the City Attorney's Office consistent with the City of Norman Personnel Manual and any other applicable policies or law.
- D. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee as set forth in Rule 1.13 of the Oklahoma Rules of Professional Conduct.

# **Section 4: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$204,140.30, payable in installments at the same time that the other employees of Employer are paid.
- B. Qualified Deferred Compensation Account (§457 Plan) Contribution: Employer shall make contributions as additional salary in an amount equal to the annual elective deferral limit set by the Internal Revenue Service into a qualified deferred compensation account, payable in equal installments on each regularly scheduled payroll date.
- C. This agreement shall be automatically amended without further action by the Employer to reflect any non-merit based salary adjustments, such as cost of living adjustments, that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as provided to other non-union employees.
- D. In addition, consideration shall be given on an annual basis to an increase in compensation dependent on the results of the performance evaluation conducted under the provisions of Section 18 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

## **Section 5: Fringe Benefits**

- A. The Employer agrees to provide fringe benefits to the Employee in the same manner as set forth in Section 600, Fringe Benefits of the City of Norman Personnel Manual, as may be amended from time to time, unless otherwise provided herein.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee, providing the employee is approved by the current vendor. The Employer shall pay the amount of premium due for term life insurance in the face amount of two times the Employee's annual base salary, including all increases in the base salary during the life of this agreement, providing the employee is approved by the current vendor.
- C. The Employer shall own the life insurance policy and the life insurance policy shall be in the name of the Employee and the Employee shall have the right to name the beneficiary of the life insurance policy.

### **Section 6: Vacation and Sick Leave**

A. Employee shall accrue vacation leave at a rate of 18.67 hours per month (for a maximum of 28 days per year) and sick leave at the same rate as other regular, non-union employees with 16 or more years of service as set forth in the City's Personnel Manual. Maximum accrual rates of all leave will be subject to the same rules and regulations as other regular, non-union employees with 16 or more years of service as set forth in the City's Personnel Manual.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily by either party, the Employee shall be compensated for all accrued vacation leave and sick leave compensation as provided in Section 702.5 of the City's Personnel Manual.

### **Section 7: Automobile**

Employee is expected to use the Employee's own vehicle in the performance of the Employee's duties. The Employee is required to use the Employee's own vehicle for City business, not including daily transportation to and from work, the employee will be paid \$500 per month for mileage. On an annual basis, Employee is to provide Employer with proof of insurance on the vehicle being used and evidence of a valid Oklahoma driver's license.

## **Section 8: General Business Expenses**

- A. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Oklahoma and professional dues, including but not limited to joining the Oklahoma Association of Municipal Attorneys, the International Municipal Lawyers Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, IMLA University Cities Conferences, Oklahoma Municipal Attorneys Association conferences and meetings, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for reasonable distance learning programs, and travel and subsistence expenses of Employees for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature will be incurred by Employee, and agrees to reimburse or to pay for those general expenses. These expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. These expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse moneys to pay these expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, to the extent Employer does so for the City Manager or other Council appointees or senior managers, Employer shall

- pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee a laptop computer (or tablet at Employee's discretion), software, and mobile phone, required for the Employee to perform Employee's duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer.

## **Section 9: Involuntary Termination**

- A. For the purpose of this agreement, involuntary termination shall occur when:
  - 1. The majority of the governing body votes to terminate the Employee in accordance with Article VIII of the City Charter at a properly posted and duly authorized meeting of the governing body.
  - 2. If the Employer or citizens act to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
  - 3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee in an amount in excess of ten percent (10%) of the monetary value, such action shall constitute a breach of this agreement and will be regarded as a termination.
  - 4. If the Employee resigns at the request of the Employer, whether formal or informal, then the Employee may declare a termination as of the date of the request.
  - 5. In those situations where a breach of contract can be cured, breach of contract declared by either party will be subject to a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.
- B. The Employer may terminate the Employee with or without good cause at any time.
- C. Employer must pay severance as described below to the Employee when employment is involuntarily terminated, unless the basis for involuntarily termination is conviction of a crime which constitutes moral turpitude; commitment of material professional misconduct by Employee, the object of which is Employee's direct or indirect financial gain; a long term physical or mental inability of Employee to perform the duties and functions of the position, or loss of Employee's license to practice law in Oklahoma.

- 1. Employer shall provide a minimum severance payment equal to all amounts then due and owing to the Employee, including payments for accrued and unused leave as provided in Section 6.B. above, plus twelve (12) month's salary at the then current rate of pay, less customary payroll deductions. This severance shall be paid in lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
- 2. For a period of one year following termination, the Employer shall pay the cost to continue the following benefits:
  - i. Health, wellness and dental insurance for the employee and all dependents as provided in Section 5(A), after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
  - ii. Life insurance as provided in Section 5(C).
  - iii. Short-term and long-term disability as provided in Section 5(B).
  - iv. Any other available benefits to which the Employee is entitled under this Agreement.
- 3. The termination and severance of Employee shall be in accordance with a "Separation Agreement" agreed to by Employer and Employee which shall include a full release by Employee of Employer and all present or former City Council members, Trustees, officers, agents, servants, attorneys or employees of Employer.

## **Section 10: Resignation**

Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Attorney any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued leave to which Employee is entitled under this Agreement. Failure to give the required thirty-day notice constitutes a waiver and forfeiture of pay for all accrued leave.

Upon the separation of the employment relationship under Section 9 or 10, the Employee agrees to return to Employer all access codes, keys, passwords, documents, files, records, computers, printers, work product and other materials coming into Employee's possession as an employee of Employer.

### **Section 11: Hours of Work**

The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Employee.

The Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of the Employer during the term of this Agreement, unless otherwise provided herein. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

### **Section 12: Ethical Commitments**

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

## **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside opportunities, such as serving as a part-time municipal judge, consulting, or teaching, may provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities must comply with Article VIII, Section 4 of the Norman Charter.

## **Section 14: Indemnification**

In addition to any requirement of Federal, State or Local Law, and to the extent permitted by law, Employer shall indemnify, defend, and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand or any other claim, whether civil, criminal, administrative, arbitrative or investigative, arising out of any alleged act or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of his or her duties or responsibilities, unless the act or omission involved willful or wanton misconduct or acts taken outside the course and scope of Employee's duties for the Employer. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request subject to an agreement between Employer and outside legal counsel on an hourly rate of compensation and other terms and conditions of the representation. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes that Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense.

# **Section 15: Other Terms and Conditions of Employment**

The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with any provisions of law.

The Employer understands that in addition to approving this Agreement and any modifications thereof, it must also adopt an ordinance fixing the compensation of the City Attorney. Failure to do so will constitute a breach of this agreement.

## **Section 16: Notices**

Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer: City of Norman

Attn: Mayor P.O. Box 370

201 West Gray Street Norman, Oklahoma 73070 Employee: Rickey J. Knighton II

Address as Maintained by the Department of Human Resources

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as the date five days after the date of deposit in the custody of the United States Postal Service.

### **Section 17: General Provisions**

- A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.
- B. Amendments. The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.
- C. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- D. Jurisdiction. This Agreement shall be governed by the laws of the State of Oklahoma, and the venue of any action under this Agreement shall lie with the District Court of Cleveland County or the United States District Court for the Western District of Oklahoma.
- E. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

## **Section 18: Performance Evaluations**

A. Employer should annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. The evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- C. In the event the Employer determines that the evaluation instrument, format and/or procedure are to be modified by the Employer, such modifications shall be adopted by the Employer at least three (3) months before being used to evaluate the Employee's performance.
- D. Annually, the Employer and the Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and the Employee.

## **Section 19: Effective Date of Agreement**

This Agreement shall be effective on the date both parties have fully executed the Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

| EMPLOYER                             |
|--------------------------------------|
| By:                                  |
| Mayor Larry Heikkila, City of Norman |
|                                      |
| Attest:                              |
|                                      |
| Brenda Hall, City Clerk              |
|                                      |
| EMPLOYEE                             |
|                                      |
| By:                                  |
| Rickey I Knighton II                 |