



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, November 12, 2024 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF NOVEMBER, 2024, AS AMERICAN INDIAN/INDIGENOUS PEOPLES' HERITAGE MONTH IN THE CITY OF NORMAN.

AWARDS AND PRESENTATIONS

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-69: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2024 NOMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 23 be placed on the consent docket.

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JANUARY 2, 2024; CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 17, 2024.

First Reading Ordinance

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-518 ("RM-4, MOBILE HOME PARK DISTRICT") AND 36-564 ("HOME OCCUPATIONS") IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND ALLOW ADDITIONAL ACTIVITES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS, AND PROVIDING FOR THE SEVERABILITY THEREOF.

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-28 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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)

Surplus/Obsolete Equipment

7. 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.

Reports/Communications

8. 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.

Donation

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FOR THE LICENSING OF TWENTY (20) USERS FOR INCIDENT COMMAND SYSTEM (ICS) SOFTWARE FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT.

Certificate of Survey

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-3: FOR RED ROCK RIDGE AND EASEMENT NUMBER E-2425-6 (LOCATED ON THE WEST SIDE OF 108TH AVENUE SE AND ONE HALF MILE NORTH OF POST OAK ROAD).

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-6: FOR A VARIANCE IN THE PRIVATE ROAD WIDTH AND VARIANCE IN THE MINIMUM ACRE REQUIREMENT FOR THE TWO TRACTS FOR FILKINS RIDGE (GENERALLY LOCATED ONE HALF MILE NORTH OF INDIAN HILLS ROAD AND 660 FEET EAST OF 144TH AVENUE NE).

Final Plat

12. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-2: A FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXIII, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED ½ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD)

Contracts

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY \$1,651.62 FOR A REVISED CONTRACT AMOUNT OF \$540,076.93 FOR THE SIDEWALK CONCRETE PROJECTS AND BUS STOP ADDITIONS AND IMPROVEMENTS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$28,000.21.

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER 2 TO CONTRACT K-2324-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY, DECREASING THE CONTRACT AMOUNT BY \$95,140.26 FOR A REVISED AMOUNT OF \$1,366,788.74; FINAL ACCEPTANCE OF CONTRACT K-2324-6 AND FINAL PAYMENT OF \$68,217.77 FOR THE URBAN CONCRETE, FYE 2024 LOCATIONS, BID 1 PROJECT.

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-65: A PROPOSED CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WORLD FUEL SERVICES TO PROCESS PUBLIC PAYMENTS AT THE COMPRESSED NATURAL GAS STATION TO BE FINALIZED UPON IMPLEMENTATION AS A CUSTOMER OF WORLD FUEL SERVICES, AND AUTHORIZATION FOR CITY MANAGER OR DESIGNEES TO PROVIDE PERTINENT INFORMATION AND COMPLETE CONTRACT IN CONFORMANCE WITH THE TERMS SET FORTH THEREIN.

16. 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 \$2,953,160 TO BE USED FOR THE LOWER IMHOFF CREEK INFRASTRUCTURE PROTECTION PROJECT; AND OF CONTRACT K-2425-66 WITH THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY; AND BUDGET APPROPRIATION AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-67: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CHLOETA, FOR PROFESSIONAL COMMUNITY WILDFIRE PROTECTION PLAN SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A 2025 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$47,612 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A FORENSIC EVIDENCE IMAGING SYSTEM FROM FOSTER + FREEMAN USA, CONTRACT K-2425-68, AND A BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
19. CONSIDERATION OF APPROVAL ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF OKLAHOMA OFFICE OF HOMELAND SECURITY, STATE & LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF \$600,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE BACKUP CONTINGENCY OPERATIONS OF CRITICAL DATA; AND SUB-RECIPIENT AWARD IN THE AMOUNT OF \$95,000 TO CREATE AND HIRE A CYBERSECURITY TECHNICIAN POSITION IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS; APPROVAL OF CONTRACT K-2425-71; AND BUDGET APPROPRIATION FROM THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

Resolutions

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,421.05 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES AND/OR THE RESPONSIBLE PARTIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-62 AND APPROVAL OF THE RELEASE OF CASH SURETY BOND B-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING A PARTIAL EXEMPTION FROM CURRENT SUBDIVISION STANDARDS RELATING TO 911, 913 AND 915 WILSON STREET (LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF SOUTH PICKARD AVENUE AND WILSON STREET)
22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$12,432.76 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR THE REPAIR OF CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.
23. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A RESOLUTION R-2425-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CREATING POLICIES AND PROCEDURES FOR THE OFFICE OF THE CITY AUDITOR: A RECOGNIZED STATEMENT OF THE PURPOSE, AUTHORITY, AND RESPONSIBILITY OF INTERNAL AUDIT.

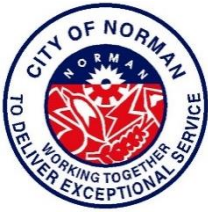
MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF NOVEMBER, 2024, AS AMERICAN INDIAN/INDIGENOUS PEOPLES' HERITAGE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Grace Holloman

PRESENTER: Grace Holloman, Accessibility Strategist

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2425-10: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF NOVEMBER, 2024, AS AMERICAN INDIAN/INDIGENOUS PEOPLES' HERITAGE MONTH IN THE CITY OF NORMAN.

P-2425-10

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF NOVEMBER, 2024, AS NATIVE AMERICAN/INDIGENOUS PEOPLES’ HERITAGE MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Native American/Indigenous population residing within the City of Norman is represented by a unique and diverse population of Indigenous peoples from many tribal nations; and
- § 2. WHEREAS, this unique population enriches every aspect of our nation, state, and community; and
- § 3. WHEREAS, the Native American/Indigenous population of Norman is represented within every facet of the City including, but not limited to, primary, secondary, and higher education; business and non-profit organizations; federal, state, and tribal services; health professions; industry; the armed services; religion; law enforcement; entertainment; and the fine arts; and
- § 4. WHEREAS, fostering pride in the languages, traditions, and practices that make up the extraordinary richness of Native American/Indigenous culture is central to our shared progress as a community; and
- § 5. WHEREAS, the beauty and richness of Native American/Indigenous cultures provide a dynamic presence in the City of Norman that attracts visitors from across the state, nation, and world.

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

- § 6. Do hereby proclaim the month of November, 2024, as Native American/Indigenous Peoples’ Heritage Month in the City of Norman and encourage all citizens to join me in recognizing the contributions made by Native American/Indigenous people to our community and in celebrating the diversity and character of our community.

PASSED AND APPROVED this 12th day of November, 2024.

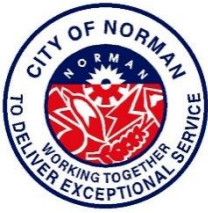
ATTEST:

Mayor

City Clerk

File Attachments for Item:

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-69: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDDING THE 2024 NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-69: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2024 NOMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

BACKGROUND:

On May 23, 2016, the Norman Animal Welfare Oversight Committee unanimously approved to establish the Norman Animal Welfare Volunteerism Award and named Erica Loftis as the inaugural recipient. The Norman Animal Welfare Oversight Committee seeks to promote pet adoption, education, citizen involvement and volunteer services for the Norman Animal Shelter and ensure all animals adopted at the Norman Animal Shelter are sprayed and neutered

DISCUSSION:

Sereta Wilson, former Ward 5 Councilmember, was selected by the Norman Animal Welfare Oversight Committee as the 2024 recipient. Ms. Wilson has been the owner/operator of Annie's Ruff House and Executive Director of Annie's Rescue Foundation. Over the past 16 years, she has advocated for ordinance changes to better support the animals in the Norman community and championed the ordinance making it illegal to leave a dog tethered unsupervised outside. She has housed dogs after tornadoes and helped get adoptable dogs out of the community and into homes in other states. Ms. Wilson has provided temporary housing to animals belonging to people with housing issues or due to domestic violence and once drove a domestic violence victim to Salt Lake City to meet her parents. She has donated space to other rescues in her facility to bridge gaps in fosters. She has maintained a pet food pantry to feed dogs when pet owners are having a hard time making ends meet and donated vaccines, food, beds, vet care and maintained an angel fund for medical care. Ms. Wilson has realized that keeping dogs out of a shelter was key to lowering euthanization rates.

RECOMMENDATION:

It is the recommendation of the Norman Animal Welfare Oversight Committee that Sereta Wilson be recognized as the 2024 Volunteer of the Year.

R-2425-69

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, IN CONJUNCTION WITH THE NORMAN ANIMAL WELFARE OVERSIGHT COMMITTEE, AWARDING THE 2024 NORMAN ANIMAL WELFARE VOLUNTEERISM AWARD.

- §1. WHEREAS, the Norman Animal Welfare Oversight Committee seeks to promote pet adoption, education, citizen involvement and volunteer services for the Norman Animal Shelter and ensure all animals adopted at the Norman Animal Shelter are sprayed and neutered; and
- §2. WHEREAS, that programs instituted for the care of the animals involve citizens and coordination with other outside agencies in an effort to maximize adoption of the animals at the Norman Animal Shelter; and
- §3. WHEREAS, the Norman Animal Shelter includes in its mission the involvement of citizens as partners to the caring of the animals when they are in the City facility; and
- §4. WHEREAS, the City of Norman entrusts the Norman Animal Welfare Oversight Committee with the duties of providing advice to the City on issues involving the care of animals and citizen involvement; and
- §5. WHEREAS, on May 23, 2016, the Norman Animal Welfare Oversight Committee unanimously approved to establish the Norman Animal Welfare Volunteerism Award and named Erica Loftis as the inaugural recipient.

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

- §6. That the City of Norman, Oklahoma, in conjunction with the Norman Animal Welfare Oversight Committee, does hereby award the 2024 Norman Animal Welfare Volunteerism Award to Sereta Wilson.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Mayor

ATTEST:

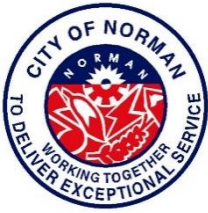
City Clerk



File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JANUARY 2, 2024; CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 17, 2024.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MEETING MINUTES OF JANUARY 2, 2024; CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF OCTOBER 17, 2024.



CITY OF NORMAN, OK CITY COUNCIL STUDY SESSION

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

Tuesday, January 02, 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 2nd 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

ABSENT

Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. CONTINUED DISCUSSION REGARDING THE INTERNAL AUDIT PROGRAM.

Mayor Heikkila and Councilmembers discussed how to label the Internal Audit Program. Councilmembers were concerned that calling this a charter would be confusing because we already have a City Charter. However, technically speaking this is the industry standard language. The policy and procedures for this charter should be adopted by Resolution. The consensus was to continue to call this a charter.

Mr. Darrel Pyle, City Manager, suggested that this is an opportunity for Civic education. The Internal Auditor, Shaakira Calnick, can work closely with Tiffany Vrska, Communications Officer, to do some podcasts or videos that let the community know about this and that they can compare with similar communities and find the same information.

Mayor Heikkala said that the next area to review is the statement that says, "whereas the office of the City Auditor is established as a Division." Mayor Heikkila said that this position is an employee of the Council. Adopting the position of the City Auditor through amending the charter which was done on May 24, 2023.

Item 1, continued:

He requested to change the wording from legislatively appointed City Auditor to being a Council appointed position.

Mayor Heikkila suggested to change the wording to say this is the "Department" of the City Auditor rather than the "Position" of City Auditor.

Mayor Heikkila said that the design of the Audit Committee should be decided now before going any further. He suggested that the Audit Committee be made up of the same people as the Finance Committee plus any other people on Council that want to be there.

Ms. Calnick stated that it would be ideal for someone with Accounting experience to serve as the Chairperson and then have four or five other members with a couple of those being from the community at large. It could be modified but there should be members of Council and members of the public on this Audit Committee.

Councilmember Montoya said that the Audit Committee should be under the Finance Committee because trying to get volunteer at large members from the community that are licensed professionals will be extremely difficult. Additionally, there is sensitive information discussed at these meetings that should not be for public view. Mr. Pyle asked without a quorum of Council for the Finance Committee, could the Audit Committee meet behind closed doors?

If there was a sensitive item to be discussed can the Audit Committee go into an Executive Session?

Ms. Walker said the challenge is that we have adopted an Ordinance and a Resolution that states that any committee or sub-committee of the Council has to follow Open Meeting Act rules. The only closed doors is if there is an Executive Session qualifying item. The Open Meetings Act also defines public bodies as dealing with the expenditure of public funds.

Ms. Calnick said the Audit Investigation Reports should not be made public until the investigative Audit is complete. Mayor Heikkila said that if there is something criminal found through the Audit findings, the public has a right to know how their money is being spent. If something of significance is found, the information should be through the Legal office and then to the public.

Councilmember Schueler stated that the Audit Committee would be held as a quarterly meeting. The concern is that if a quorum of Council is not allowed, how would we control which Council members attend this meeting? As of now, all Council members can attend any Council Committee meeting they choose and this could cause there to be a quorum at the Audit Committee meeting. It would be a good idea to look at how Oklahoma City handles this issue with their Audit committee. We should not have one committee of Council operating differently than the others.

Ms. Calnick said that as the City Auditor she would be taking direction or guidance from the Audit Committee regarding what Audits to perform, etc. As the City Internal Auditor, I would need to present any findings to the Audit Committee, Council and the City Manager for the efficiency of the operation.

Item 1, continued:

Mr. Pyle said that to be able to facilitate the agenda for the Audit Committee, the Finance Committee would meet and then adjourn and immediately go into the Audit Committee agenda. This would be the most efficient way to have the most number of participants possible.

Mayor Heikkila agreed and stated that in comparing Oklahoma City with Norman, it is necessary for a larger city to need more sophistication than we do. It is easier to grow a Department to that standard rather than to try and explain things afterwards. The Ballot language says to hire an Auditor and it infers that there will be help for the Auditor, but it does not say we are going to build another Department. He said Ms. Calnick obviously needs an Assistant to fill in for her during an illness, etc. The Finance Committee does include all of Council; however, when the need arises to have something more in depth, Council can look at amending the Resolution at that time but for now, leave it as the Finance Committee members being members of the Audit Committee as well.

Councilmember Peacock said that if Audit findings showed some type of problem a special meeting could be held to address such findings and determine the next steps through the Legal Department and City Manager as well as the Internal Auditor. Ms. Calnick would present her preliminary findings and request to open an investigation or what the City of Norman next steps would be in this situation.

Mr. Pyle said if a special meeting of the Audit Committee was needed in between their quarterly meetings, an agenda item could be placed on the Finance Committee Agenda for the Audit Committee findings or to have them meet.

Mayor Heikkila said that if the report found something dire that needed to be addressed immediately, a Special Session of City Council could be called.

Ms. Walker stated that hypothetically speaking, if the Auditor were to find that a specific employee was potentially embezzling money, etc. then an Executive Session would be called to discuss employment status and Human Resources would be involved.

Councilmember Schueler asked if citizens at large would be part of the Audit Committee?

Ms. Calnick said the benefit of having citizens at large serve on the Audit Committee is public accountability. It would be ideal to have professional citizens on the Audit Committee as well so the decision making process is more transparent and fair. If the Auditor were to decide to investigate a specific department, etc., the public citizens on the Audit Committee could help determine if the investigation is being fairly executed.

Councilmember Schueler said that part of the reason that the public voted to create the position of Internal Auditor is to keep the City accountable and have these discussions and have someone that is running these audits. This element of why the position was created should not be lost.

Mayor Heikkila said that one of the reasons that we were all elected to our positions is to make sure that the public's money is being spent correctly. If the Auditor were to find that an elected official is influencing or spending money inappropriately, it should be public information and should be immediately shared with the public. Finding a qualified person to take the position of City Internal Auditor is rare.

Item 1, continued:

Mayor Heikkila said as far as selecting Audit Committee members, it literally needs to be done by pulling names out of hat, the more random, the better. The City Auditor could present certain persons and their resumes as far as whose names to put in the hat. The term for each Audit Committee member varies and it is staggered.

Mayor Heikkila requested an explanation of the following sentence under Section 5, second to the last sentence says “the City Auditor will confirm to the Audit Committee and the City Council at least annually the organizational independence of the Internal Audit activity”. What does this mean?

Ms. Calnick responded that once a year she has to prove that she is truly independent. Independent of any influence or coercion by City Council, etc. It is a statement that I present each year saying that I am independent and impartial.

Regarding Audit reports, the sentence says “the City Auditor shall notify the Cleveland County District Attorney”. Mayor Heikkila said he would add in here that this should be done at the direction of City Council and the advisement of the City Attorney.

Looking at Audit Committee, which is 12, Page VII – “Conducting or Overseeing a request for proposals, selection process for the firm conducting financial statement audits” this seems to be functions of the Finance Committee. Historically, these things have been done by the Finance Committee.

Ms. Walker stated that this section has more to do with selecting an outside auditor if needed.

Ms. Calnick said she is currently developing the internal audit policy and procedures as well as the risk assessment process and questionnaire. Once this governance piece is completed things can move forward with the Audit Committee meetings. FYE 24 is currently being audited but standard practice is to go back five years due to the statute of limitations. It would be ideal to have a comprehensive Audit plan in place by this summer.

Mr. Pyle said in considering the June time table, we should have the information of the Finance Committee members that we are proposing to be a part of the Audit Committee prepared and ready to have a drawing of the names at the May Finance Committee meeting. The individuals selected could be ready and available for a June Audit Committee meeting.

2. DISCUSSION ON CLEANUP IN DOWNTOWN NORMAN.

Ms. Michele Loudenback, Environmental & Sustainability Manager, said she was given the role of presenting the history of the litter crew. She stated that most people do not know where it came from or who is in charge. The original memo dated October 2002, written by Doug Danner requesting a litter crew be formed. The original allocation for this crew was \$71,000 in 2002 for four people and allowed for 215 days to do clean up as well as being tasked with doing the mowing and removing debris from the channels. The litter crew went away due to the economic downturn. In 2008, Mr. Greg Hall, Streets and Stormwater Superintendent, brought it back and the allocation was \$48,000, coming from the General Fund as a Public Works program.

Item 2, continued:

In 2017, Council approved the Lake Thunderbird Total Maximum Daily Load (TMDL) Plan (a monitoring and compliance plan) where litter control was included as part of the best management practices. The map dated 2008-2009 showing the areas the litter crew covered were urbanized core Norman areas. The next map, 2018-2022, included cleaning from the streets and streams: most the cleanup was along streets and roadways within the Thunderbird watershed. The Standard Operating Procedure for the litter crew was included in the 2019 policy manual that Council adopted. While trying to get the stormwater utility and bonds passed. Due to the increase in litter, staff wanted to provide a day's wage for those in need as well as beautify the community and offer wrap around services for these individuals. Staff wanted the program to provide a day's wage and access to housing, healthcare, permanent employment, mental health care, etc. Council offered to provide funding for the project, the crossover van and assistance with litter disposal including weighing the litter and program oversight. The RFP was issued November 17, 2023, and two responses were received. One was from the Mental Health Association of Oklahoma; they operate the Better Way in Oklahoma City and Tulsa. Another response was received from Norman Care-A-Vans, a local non-profit that provides transportation services for unhoused members of our community. The range of costs was \$330,000-\$530,000. The difference between those two numbers, the lower end is working three days a week with eight to nine participants and the higher end is five days a week. Originally, the allocation for the litter crew was \$50,000 so this is substantially different from that.

Mr. Pyle stated this conversation began with Mr. Shawn O'Leary, former Public Works Director, who used to oversee the litter crew and Mr. O'Leary indicated \$50,000 was not buying what it used to buy. In 2002, the City got 215 days of work, but as time moved along it was paired down to 90 days per year and that is not getting it done anymore. When Mr. O'Leary was asked how much money it would take to actually make an impact he felt like it would take at least \$150,000. The ability to employ a targeted population and provide wrap around services accounts for what we are seeing in the cost increase. These additional services were not provided in the past, but Council has requested that these services be included moving forward. Ms. Loudenback, the question of why the litter crew services do not fall under solid waste funding could be partially from the General Fund and partially from the Solid Waste Fund. This would be accomplished with Ms. Loudenback's and Mr. Mattingly's oversight so that the things that are truly for the public benefit would be paid for by the General Fund and things that specifically benefit Solid Waste would be paid for out of the Solid Waste Fund.

Councilmember Grant asked if the people being employed would be the same eight to nine persons for the whole duration or would they be rotated?

Ms. Loudenback stated that with just a cursory look at the RFP's, the two respondents show they are slightly different in their makeup with one having flexibility and the other not having as much flexibility.

Mayor Heikkila stated that two things concern him, one is litter downtown and the other is litter in the creeks. The creeks are horrible with Wal-Mart bags and other awful stuff. There are litter problems downtown, which can range from normal trash to human waste. He said downtown to him means everywhere that litter exists, needs to be removed.

Item 2, continued:

Mr. Pyle said that because we have Parks Maintenance crews and Solid Waste crews out in the community everyday, we can use them to see if there is a problem area that needs to be addressed. They can be report back to our litter crew and this allows us to be flexible and responsive to whatever needs come up on any day.

Councilmember Grant asked how litter on private property would be handled.

Ms. Loudenback said the contractor would not be able to pick up litter on private property.

Ms. Walker said currently, if our crews are out and trash has blown into a creek bed or an area where our crew has control and access, they can take care of it, but otherwise the City must be careful using ratepayer funds. The work done cannot benefit a private entity or private property owners.

Councilmember Foreman stated that she felt comfortable proceeding with the program as long as Mr. Pyle and Mr. Mattingly did not mind having this in their budget.

Mr. Mattingly said the Sanitation Division is not able to manage personnel in the field picking up the litter. The City is currently doing a cost of service study and the report should identify who is paying into the Sanitation Fund and who is benefitting. The City does not want residential subsidizing commercial and vice versa. He said these numbers should be available in about three months.

Councilmember Schueler asked if the estimate of \$330,000-\$530,000 would include transportation for the crew, all maintenance, gas, etc., for this program. She asked if it includes funding for the payment of the crew and would the City be providing the administrative portion of this program outside of this estimate.

Ms. Loudenback said administrative costs would be included within the estimates given. The City would not be administering the program, it would be up to the company selected.

Ms. Shaakira Calnick, Internal Auditor, asked if the company chosen would be selecting their employees from the unhoused community.

Councilmember Schueler indicated that members of the litter crew would be selected from our unhoused community, whichever company is chosen.

Councilmember Holman said he was supportive, but also thought it should probably start with the three days per week program and expand from there, if needed. Conversely, if it was implemented as a five days a week program, it would be a more consistent job for people. He said this could be a selling point for a future rate increase because it has been since 2012 that Solid Waste had a rate increase.

Mr. Pyle said we could also wrap the van with a catchy phrase that would let people know this is the litter crew. Once Council awards a contract to one of the vendors, details can be included in the contract about routes since this is a new program for our City.

Ms. Walker indicated that on the current timeline, it would be March to have all of this completed. The selection process would be done internally based on the RFP's received and then we would negotiate with the selected company regarding the details.

ADJOURNMENT

The meeting adjourned at 6:28 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
 Municipal Building, Executive Conference Room, 201 West Gray, Norman,
 OK 73069
 Thursday, October 17, 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 the Executive Conference Room in the Municipal Building, on Thursday, October 17, 2024 at 4:00 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.

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 5 Michael Nash
 Councilmember Ward 7 Stephen Holman
 Anthony Francisco, Director of Finance
 Dannielle Risenhoover, Admin. Tech IV
 Jacob Huckabaa, Budget Technician
 Jason Olsen, Director of Parks & Recreation
 Rick Knighton, Interim City Attorney
 Jennifer Baker, Sooner Theatre Executive Director
 James Briggs, Park Development Manager
 Dan Schemm, Visit Norman Executive Director

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

AGENDA ITEMS

1. DISCUSSION REGARDING CAPITAL IMPROVEMENTS FOR THE SOONER THEATRE.

Jason Olsen led the discussion. Sooner Theatre, Santa Fe Depot, Firehouse Art Center, and Moore-Lindsay Historical House Museum are all City-owned facilities and considered historical cultural centers in Norman. The Sooner Theatre, in particular, is in need of Americans with

Disabilities Act (ADA) updates. Olsen wanted the Committee aware of the ADA needs and the need for Theatre’s expansion. The Theatre was constructed in 1929, prior to ADA requirements being established, and gifted to the City of Norman by citizens who fought to save the building from demolition. When the City inherited the Theatre, there were multiple code issues needing to be resolved. After the issues were resolved, the Theatre reopened and has since featured live theatre, concerts, movies, community events and other performing arts activities.

Olsen highlighted the following “function issues” that the Sooner Theatre currently faces:

- ADA accessibility
- programming and staffing has grown well beyond the space available
- periodic flooding in the basement & dressing rooms
- insufficient number of restrooms
- lack of space to build sets off-stage

Olsen also presented possible solutions to these function issues. The solutions included expansion of the Theatre with the purchase of adjacent property to the east, expanding west by closing or re-aligning Jones Street, and/or expanding into the back alley. Olsen thinks that a Master Plan dedicated to the Sooner Theatre changes would cost around \$50,000.

“They don’t make buildings like this anymore. It’s absolutely beautiful. It’s a treasure to our community not just because it’s a great performing arts area. If there’s a Norman Forward II opportunity or other funding mechanism that comes available, we will have a concept in hand to see which way we need to go with this,” if a Master Plan is completed Olsen said. There is the possibility for the development of future improvement Master Plans for Firehouse Art Center, Santa Fe Depot, Edwards Park, Moore-Lindsay Historical House Museum, a new Norman Art Council studio, and the former chapel on the Griffin Hospital campus.

The City provides yearly operational funding to Sooner Theatre that, this year, equated to approximately \$80,000. The City also funds a percentage of the facilities utility costs and some maintenance costs. The City does receive a yearly report and financial records from the Norman historic cultural centers.

“I definitely believe it’s a major community asset and something worth investing in and I hope the theme of the Norman Forward II proposal is: reinvestment into existing facility that we have,” Councilmember Holman said.

Olsen said an appropriate architect would be hired by the City who would preserve the historical feel and appearance of these facilities, if the Master Plan and improvements are funded through future budget processes.

“There are kids out there that need this. This goes further than our ADA issues,” Sooner Theatre Executive Director Jennifer Baker said. “There’s a hunger for it out there. Just last year we gave \$62,000 in scholarships. We will never turn away a kid because they can’t afford it.”

2. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. Francisco reported October as being a good month for sales tax. The City’s sales tax revenue increased about 1.3% over last October. October is the second largest sales tax month of the year. The Room Tax, including short-term rentals, has grown about 28% in the first quarter of fiscal year 2025 (FY25) compared to fiscal year 2024 (FY24). Norman’s largest hotel property grossed seven figures in the month of September. Francisco stated that this has never happened in Norman’s history. Francisco did draw the Committee’s attention to the trend that the Room Tax revenues are highest in the spring - not the fall. “That’s a fairly consistent pattern that we have seen over the years,” Francisco said. “We’ll see what happens when we get into the spring of 2025.”

Dan Schemm with Visit Norman stated, “Football weekends are definitely our highest occupancy. Graduation and parents weekends you get that too but spring is much higher. The largest two (University of Oklahoma graduating) classes had double digit growth in the Freshman classes. The largest ever; so, more freshman classes mean more parents coming throughout the summer. You also have the SEC here.” Schemm continued, “I have a list here of everything that’s gone through, multi-pages long, of just youth sports events. They’re coming, they’re filling our hotels and they’re shopping and eating and so I think that can also be attributed.”

Councilmember Holman asked if Norman needed more hotel rooms. Schemm replied, “Occupancy has kind of stayed flat or consistent so where the growth is coming from right now is rate, but we anticipate occupancy trending up significantly over the next few years. There are a few hotels in the pipeline; we could use a few more. What we really need too is more meeting space.” The City of Norman Hotel-Motel Room Tax rate increased on July 1, 2023.

Councilmember Hinkle asked how NCED Conference Center & Hotel goes into the hotel occupancy numbers. Schemm stated that he has two ways to track the occupancy. One way is through the hotel self-reporting its numbers and the other way is through Zartico tracking that recognizes credit card swipes. NCED Conference Center & Hotel is not included in Zartico reporting which Schemm feels gives a better reflection of Norman’s hotel occupancy. “When the postal students stay, it helps occupancy, but they don’t pay anything so it tanks our average daily rate. If you don’t have the postal students here, then it tanks our occupancy as well. They (NCED) don’t operate really as a private hotel would,” Schemm said.

Councilmember Hinkle requested hotel Room Tax data be sought from the communities surrounding Norman. Francisco stated that the information would be requested.

Councilmember Holman asked for an update regarding the State Grocery Tax impact. Francisco stated that after contacting some retailers to remind them to reprogram their computers, the City is “pretty much seeing compliance now. It seems to be working out okay.”

Councilmember Hinkle brought up exploring a guest tax on RV sites. According to Dan Schemm with Visit Norman, “Because the guest tax ordinance reads ‘rooms,’ a charge per room, they (City of Norman attorneys) were not interpreting an RV a ‘room’; so, to add the tax to the room it would take a vote of the people to change (the ordinance).” Interim City Attorney Rick Knighton confirmed that anytime there is a taxing measure, it does have to go to a vote of the people. Councilmember Grant stated that she supports putting this on a ballot and would like it on the election calendar.

Schemm stated, “In talking to my counterpart at Visit OKC, that Tennessee weekend, he was thrilled! Their hotel numbers were up, occupancy rates, everything was up there too so we definitely see compression and they love that we’ve moved to the SEC and have these big games.” Schemm has worked with City Employee Sara Kaplan to interpret the City’s Placer

software results. This software helps track where people are spending their time. Schemm will be meeting with Visit OKC to see if it's possible to combine Visit Norman's tracking data with Visit OKC's tracking data for the past Tennessee football game to try and assess how often people visited different areas in the metro. If successful, Schemm said this data would be available to the City. "When they (visitors) come here we definitely capture a bunch of it (revenue) but they're also going to Oklahoma City and other communities which are capturing a bunch too with their entertainment districts," Schemm said.

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 5:20 PM.

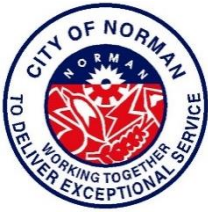
ATTEST:

City Clerk

Mayor

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-518 ("RM-4, MOBILE HOME PARK DISTRICT") AND 36-564 ("HOME OCCUPATIONS") IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND ALLOW ADDITIONAL ACTIVITIES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS, AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: City of Norman

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-518 (“RM-4, MOBILE HOME PARK DISTRICT”) AND 36-564 (“HOME OCCUPATIONS”) IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND ALLOW ADDITIONAL ACTIVITES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS, AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND: For several years, Planning staff has received numerous calls requesting information about home occupation opportunities which are prohibited by current Code, the most common being a request for personal services. In the wake of the COVID-19 pandemic, as many turned to home and remote work, City Council directed staff to review home occupation regulations.

On June 6, 2024 staff presented the proposed changes to Councilmembers at the Business & Community Affairs Committee, including:

- A proposal for allowing personal services as a home occupation,
- Provisions allowing home occupations within the RE, Residential Estate Dwelling District, and the RM-4, Mobile Home Park District, the only residential districts not allowing for home occupations, and
- Clarifying language permitting home occupations within residential dwellings, as opposed to “main buildings” on residential lots; allowing home occupations to be conducted from ADUs and other dwelling types expressly.

Councilmembers expressed interest in the changes but noted concerns for parking if personal services were permitted. It was agreed that, due to the nature of personal service operations, allowing a maximum of two cars, parked on the premises or within a reasonable distance of the home occupation would allow for client changeover without inhibiting the home occupation or

disturbing the surrounding neighborhood. Councilmembers also instructed that language allowing residents, as opposed to only property owners, to operate home occupations should be reflected in the final iteration of the amendment.

Below are the proposed amendments, as refined:

Sec. 36-101 Definitions

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the principal building, structure, or use on the same parcel. If a building otherwise qualified as an accessory building is attached to the principal building by a common wall or roof, such building shall be considered a part of the principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities, and private garages. Where Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary ~~house~~home occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

* * *

Home occupation means an accessory use of a dwelling unit, conducted entirely enclosed within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. Home occupations may only be carried out by persons residing in the dwelling unit. Letting, leasing, renting or similar arrangement with non-residents for part or whole of the dwelling, or any fixture therein, is expressly prohibited with home occupation operations. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (See NCC 36-564.)

* * *

Parking space means a permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.

Personal service salon or establishment means a facility at which personal services are provided including: hair, nail and skin care services; cosmetology and makeup; massage; tanning; tattooing; and piercing.

Planned unit development means a land development project comprehensively planned as an entity utilizing a site development plan which permits flexibility in building siting, mixtures of all types of attached and detached housing, usable open spaces, and the preservation of significant natural features.

Sec. 36-513 RE, Residential Estate Dwelling District

* * *

- (a) *Purpose.* This district is established to provide for a low population density in the Suburban Residential Growth Area as reflected in the Comprehensive Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.
- (b) *Uses permitted.* Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:
- (1) Detached one-family dwelling.
 - (2) Family day care home.
 - (3) General purpose farm or garden.
 - (4) Type 1 Mobile Home.
 - (5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.
 - (6) One accessory dwelling unit ("ADU").
 - (7) Short-term rentals.
 - (8) Home occupation.

36-518 RM-4, Mobile Home Park District

* * *

- (a) *Purposes.* The RM-4 district is designed to encourage the developing of properly planned mobile home parks in residential environments, as well as to protect existing mobile home parks.
- (b) *Uses permitted.* Property and buildings in the RM-4 district shall be used only for the following purposes:
- (1) Mobile home park, subject to those provisions in NCC 20.64 which relate to mobile home parks.
 - (2) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.
 - (3) Mobile home subdivision.
 - (4) Short-term rentals.

(5) Home occupation.**Sec. 36-564 Home Occupations**

* * *

The standards for home occupations in this chapter are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood, plus a clearly secondary or incidental status in relation to the residential use of the dwelling unit main building as the criteria for determining whether a proposed accessory use qualifies as a home occupation. (Cross reference NCC 36-101.)

(a) Home occupations are permitted accessory uses in ~~residential~~ districts with residential uses, where allowed, only if all the following conditions are observed:

- (1) Such occupation shall be conducted solely by resident occupants in their dwelling unit ~~residence~~ and no employees shall be permitted;
- (2) No more than one room or 25 percent of the gross area of one floor of said dwelling unit ~~residence~~, whichever is less, shall be used for such purpose;
- (3) No mechanical equipment is used, or activity is conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which said occupation is conducted;
- (4) There shall be no sale or display of merchandise;
- (5) There shall be no outside storage of any kind related to the home occupation;
- (6) The use may increase vehicular traffic flow and parking by no more than one additional vehicle at a time, except as otherwise specifically provided herein; ~~and~~
- (7) Only one sign may be allowed. The sign shall not exceed one square foot in area, shall be non-illuminated, and shall display only the name of the occupant and/or the name of the home occupation-; and
- (8) In the case of a beauty shop, barber shop, or other personal service salon or establishment, no more than two personal vehicles of customers may be parked within reasonable close proximity of the home occupation premises, or on the home occupation premises, at any one time.

(b) The following uses by the nature of the investment or operation have a tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residential purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, major or minor; ~~barber shop; beauty shop~~; carpentry work; dance instruction; medical or dental offices; painting of vehicles, trailers, or boats; private schools with organized classes; childcare establishment; radio or television repair; upholstering; restaurant; or rest home.

(c) Marijuana establishments shall not be permitted as home occupations.

DISCUSSION: This proposed amendment is intended to enhance clarity with the Home Occupation regulations and expand resident rights to personal services in an ever increasingly remote work environment. The proposed amendment also ensures consistency with language regarding the description of *residential* and operator status, as well as expands home occupations into all existing residential districts. The attached ordinance provides for clarification within the Zoning Code.

CONCLUSION: Staff forwards this possible amendment to Chapter 36, Zoning Ordinance, as Ordinance No. O-2425-6 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of October 10, 2024, Planning Commission recommended adoption of Ordinance No. O-2425-6 by a vote of 6-0.

Ordinance No. O-2425-6

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-518 (“RM-4, MOBILE HOME PARK DISTRICT”) AND 36-564 (“HOME OCCUPATIONS”) IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND TO ALLOW ADDITIONAL ACTIVITIES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-101 (“Definitions”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-101 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the principal building, structure, or use on the same parcel. If a building otherwise qualified as an accessory building is attached to the principal building by a common wall or roof, such building shall be considered a part of the principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities, and private garages. Where Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary ~~house~~home occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

* * *

Home occupation means an accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. Home

occupations may only be carried out by persons residing in the dwelling unit. Letting, leasing, renting or similar arrangement with non-residents for part or whole of the dwelling, or any fixture therein, is expressly prohibited with home occupation operations. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (See NCC 36-564.)

* * *

Parking space means a permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.

Personal service salon or establishment means a facility at which personal services are provided including: hair, nail and skin care services; cosmetology and makeup; massage; tanning; tattooing; and piercing.

Planned unit development means a land development project comprehensively planned as an entity utilizing a site development plan which permits flexibility in building siting, mixtures of all types of attached and detached housing, usable open spaces, and the preservation of significant natural features.

* * * *

§ 2. That Section 36-513 (“RE, Residential Estate Dwelling District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-513 RE, Residential Estate Dwelling District

- (a) *Purpose.* This district is established to provide for a low population density in the Suburban Residential Growth Area as reflected in the Comprehensive Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.
- (b) *Uses permitted.* Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:
 - (1) Detached one-family dwelling.
 - (2) Family day care home.
 - (3) General purpose farm or garden.

- (4) Type 1 Mobile Home.
- (5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.
- (6) One accessory dwelling unit ("ADU").
- (7) Short-term rentals.
- (8) Home occupation.

* * * *

§ 3. That Section 36-518 (RM-4, Mobile Home Park District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-518 RM-4, Mobile Home Park District

- (a) *Purposes.* The RM-4 district is designed to encourage the developing of properly planned mobile home parks in residential environments, as well as to protect existing mobile home parks.
- (b) *Uses permitted.* Property and buildings in the RM-4 district shall be used only for the following purposes:
 - (1) Mobile home park, subject to those provisions in NCC 20.64 which relate to mobile home parks.
 - (2) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.
 - (3) Mobile home subdivision.
 - (4) Short-term rentals.
 - (5) Home occupation.

* * * *

§ 4. That Section 36-564 (“Home Occupations”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-564 Home Occupations

The standards for home occupations in this chapter are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood, plus a clearly

secondary or incidental status in relation to the residential use of the dwelling unit ~~main building~~ as the criteria for determining whether a proposed accessory use qualifies as a home occupation. (Cross reference NCC 36-101.)

(a) Home occupations are permitted accessory uses in ~~residential~~ districts with residential uses, where allowed, only if all the following conditions are observed:

- (1) Such occupation shall be conducted solely by resident occupants in their dwelling unit~~residence~~ and no employees shall be permitted;
- (2) No more than one room or 25 percent of the gross area of one floor of said dwelling unit~~residence~~, whichever is less, shall be used for such purpose;
- (3) No mechanical equipment is used, or activity is conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which said occupation is conducted;
- (4) There shall be no sale or display of merchandise;
- (5) There shall be no outside storage of any kind related to the home occupation;
- (6) The use may increase vehicular traffic flow and parking by no more than one additional vehicle at a time, except as otherwise specifically provided herein; ~~and~~
- (7) Only one sign may be allowed. The sign shall not exceed one square foot in area, shall be non-illuminated, and shall display only the name of the occupant and/or the name of the home occupation; and
- (8) In the case of a beauty shop, barber shop, or other personal service salon or establishment, no more than two personal vehicles of customers may be parked within reasonably close proximity of the home occupation premises, or on the home occupation premises, at any one time.

(b) The following uses by the nature of the investment or operation have a tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residential purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, major or minor; ~~barber shop; beauty shop;~~ carpentry work; dance instruction; medical or dental offices; painting of vehicles, trailers, or boats; private schools with organized classes; childcare establishment; radio or television repair; upholstery; restaurant; or rest home.

(c) Marijuana establishments shall not be permitted as home occupations.

§ 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

Ordinance No. O-2425-6

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-518 (“RM-4, MOBILE HOME PARK DISTRICT”) AND 36-564 (“HOME OCCUPATIONS”) IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND TO ALLOW ADDITIONAL ACTIVITIES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 36-101 (“Definitions”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-101 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the principal building, structure, or use on the same parcel. If a building otherwise qualified as an accessory building is attached to the principal building by a common wall or roof, such building shall be considered a part of the principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities, and private garages. Where Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary home occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

* * *

Home occupation means an accessory use of a dwelling unit, conducted entirely within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. Home

occupations may only be carried out by persons residing in the dwelling unit. Letting, leasing, renting or similar arrangement with non-residents for part or whole of the dwelling, or any fixture therein, is expressly prohibited with home occupation operations. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (See NCC 36-564.)

* * *

Parking space means a permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.

Personal service salon or establishment means a facility at which personal services are provided including: hair, nail and skin care services; cosmetology and makeup; massage; tanning; tattooing; and piercing.

Planned unit development means a land development project comprehensively planned as an entity utilizing a site development plan which permits flexibility in building siting, mixtures of all types of attached and detached housing, usable open spaces, and the preservation of significant natural features.

* * * *

§ 2. That Section 36-513 (“RE, Residential Estate Dwelling District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-513 RE, Residential Estate Dwelling District

- (a) *Purpose.* This district is established to provide for a low population density in the Suburban Residential Growth Area as reflected in the Comprehensive Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.
- (b) *Uses permitted.* Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:
 - (1) Detached one-family dwelling.
 - (2) Family day care home.
 - (3) General purpose farm or garden.

- (4) Type 1 Mobile Home.
- (5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.
- (6) One accessory dwelling unit ("ADU").
- (7) Short-term rentals.
- (8) Home occupation.

* * * *

§ 3. That Section 36-518 (RM-4, Mobile Home Park District”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-518 RM-4, Mobile Home Park District

- (a) *Purposes.* The RM-4 district is designed to encourage the developing of properly planned mobile home parks in residential environments, as well as to protect existing mobile home parks.
- (b) *Uses permitted.* Property and buildings in the RM-4 district shall be used only for the following purposes:
 - (1) Mobile home park, subject to those provisions in NCC 20.64 which relate to mobile home parks.
 - (2) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.
 - (3) Mobile home subdivision.
 - (4) Short-term rentals.
 - (5) Home occupation.

* * * *

§ 4. That Section 36-564 (“Home Occupations”) of the Code of the City of Norman shall be amended, and hereafter read, as follows:

36-564 Home Occupations

The standards for home occupations in this chapter are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood, plus a clearly

secondary or incidental status in relation to the residential use of the dwelling unit as the criteria for determining whether a proposed accessory use qualifies as a home occupation. (Cross reference NCC 36-101.)

- (a) Home occupations are permitted accessory uses in districts with residential uses, where allowed, only if all the following conditions are observed:
- (1) Such occupation shall be conducted solely by resident occupants in their dwelling unit and no employees shall be permitted;
 - (2) No more than one room or 25 percent of the gross area of one floor of said dwelling unit, whichever is less, shall be used for such purpose;
 - (3) No mechanical equipment is used, or activity is conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which said occupation is conducted;
 - (4) There shall be no sale or display of merchandise;
 - (5) There shall be no outside storage of any kind related to the home occupation;
 - (6) The use may increase vehicular traffic flow and parking by no more than one additional vehicle at a time, except as otherwise specifically provided herein;
 - (7) Only one sign may be allowed. The sign shall not exceed one square foot in area, shall be non-illuminated, and shall display only the name of the occupant and/or the name of the home occupation; and
 - (8) In the case of a beauty shop, barber shop, or other personal service salon or establishment, no more than two personal vehicles of customers may be parked within reasonably close proximity of the home occupation premises, or on the home occupation premises, at any one time.
- (b) The following uses by the nature of the investment or operation have a tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residential purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, major or minor; carpentry work; dance instruction; medical or dental offices; painting of vehicles, trailers, or boats; private schools with organized classes; childcare establishment; radio or television repair; upholstery; restaurant; or rest home.
- (c) Marijuana establishments shall not be permitted as home occupations.

§ 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2024.

NOT ADOPTED this _____ day
of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2024

REQUESTER: City of Norman

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-6: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 26 ("ZONING"), SECTIONS 36-101 ("DEFINITIONS"), 36-513 ("RE, RESIDENTIAL ESTATE DWELLING DISTRICT"), 36-518 ("RM-4, MOBILE HOME PARK DISTRICT") AND 36-564 ("HOME OCCUPATIONS") IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND ALLOW ADDITIONAL ACTIVITES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS, AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND: For several years, Planning staff has received numerous calls requesting information about home occupation opportunities which are prohibited by current Code, the most common being a request for personal services. In the wake of the COVID-19 pandemic, as many turned to home and remote work, City Council directed staff to review home occupation regulations.

On June 6, 2024 staff presented the proposed changes to Councilmembers at the Business & Community Affairs Committee, including:

- A proposal for allowing personal services as a home occupation,
- Provisions allowing home occupations within the RE, Residential Estate Dwelling District, and the RM-4, Mobile Home Park District, the only residential districts not allowing for home occupations, and
- Clarifying language permitting home occupations within residential dwellings, as opposed to "main buildings" on residential lots; allowing home occupations to be conducted from ADUs and other dwelling types expressly.

Councilmembers expressed interest in the changes but noted concerns for parking if personal services were permitted. It was agreed that, due to the nature of personal service operations, allowing a maximum of two cars, parked on the premises or within a reasonable distance of the home occupation would allow for client changeover without inhibiting the home occupation or

disturbing the surrounding neighborhood. Councilmembers also instructed that language allowing residents, as opposed to only property owners, to operate home occupations should be reflected in the final iteration of the amendment.

Below are the proposed amendments, as refined:

Sec. 36-101 Definitions

* * *

Accessory means a use, building, structure, part of a building, or part of a structure which is clearly subordinate to, and the use of which is incidental to, that of the principal building, structure, or use on the same parcel. If a building otherwise qualified as an accessory building is attached to the principal building by a common wall or roof, such building shall be considered a part of the principal building. Accessory buildings include, but are not limited to, barns, sheds, guest houses without cooking facilities, and private garages. Where Accessory Dwelling Unit ("ADU") is specifically allowed as a listed use in a zoning district, "accessory" shall also include an ADU, as further defined herein. Accessory uses include customary ~~house~~home occupations, the keeping of pets, off-street parking and loading facilities. Live entertainment, when offered in conjunction with an otherwise unrelated legal commercial use, will be considered an accessory use when it constitutes no more than ten percent of the gross monthly revenue of the establishment. Uses accessory to apartment houses include prepackaged food and toiletries stores, subject to the provisions of NCC 36-515.

* * *

Home occupation means an accessory use of a dwelling unit, conducted entirely enclosed within the dwelling unit, carried on by one or more persons, all of whom reside within the dwelling unit, and where no other persons are employed other than maintenance and domestic help. Home occupations may only be carried out by persons residing in the dwelling unit. Letting, leasing, renting or similar arrangement with non-residents for part or whole of the dwelling, or any fixture therein, is expressly prohibited with home occupation operations. The use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof. There shall be no sale or display of merchandise nor outside storage of any kind. (See NCC 36-564.)

* * *

Parking space means a permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.

Personal service salon or establishment means a facility at which personal services are provided including: hair, nail and skin care services; cosmetology and makeup; massage; tanning; tattooing; and piercing.

Planned unit development means a land development project comprehensively planned as an entity utilizing a site development plan which permits flexibility in building siting, mixtures of all types of attached and detached housing, usable open spaces, and the preservation of significant natural features.

Sec. 36-513 RE, Residential Estate Dwelling District

* * *

- (a) *Purpose*. This district is established to provide for a low population density in the Suburban Residential Growth Area as reflected in the Comprehensive Plan. The principal use of land is for single-family detached dwellings and related recreational, religious, and educational facilities. These areas are intended to be defined and protected from encroachment by uses which are incompatible with a residential environment.
- (b) *Uses permitted*. Property and buildings in an RE, Residential Estate Dwelling District shall be used only for the following purposes:
- (1) Detached one-family dwelling.
 - (2) Family day care home.
 - (3) General purpose farm or garden.
 - (4) Type 1 Mobile Home.
 - (5) Accessory buildings, including barns, sheds and other farm buildings which are not a part of the main building.
 - (6) One accessory dwelling unit ("ADU").
 - (7) Short-term rentals.
 - (8) Home occupation.

36-518 RM-4, Mobile Home Park District

* * *

- (a) *Purposes*. The RM-4 district is designed to encourage the developing of properly planned mobile home parks in residential environments, as well as to protect existing mobile home parks.
- (b) *Uses permitted*. Property and buildings in the RM-4 district shall be used only for the following purposes:
- (1) Mobile home park, subject to those provisions in NCC 20.64 which relate to mobile home parks.
 - (2) Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.
 - (3) Mobile home subdivision.
 - (4) Short-term rentals.

(5) Home occupation.**Sec. 36-564 Home Occupations**

* * *

The standards for home occupations in this chapter are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood, plus a clearly secondary or incidental status in relation to the residential use of the dwelling unit main building as the criteria for determining whether a proposed accessory use qualifies as a home occupation. (Cross reference NCC 36-101.)

(a) Home occupations are permitted accessory uses in ~~residential~~ districts with residential uses, where allowed, only if all the following conditions are observed:

- (1) Such occupation shall be conducted solely by resident occupants in their dwelling unit ~~residence~~ and no employees shall be permitted;
- (2) No more than one room or 25 percent of the gross area of one floor of said dwelling unit ~~residence~~, whichever is less, shall be used for such purpose;
- (3) No mechanical equipment is used, or activity is conducted which creates any noise, dust, odor, or electrical disturbance beyond the confines of the lot on which said occupation is conducted;
- (4) There shall be no sale or display of merchandise;
- (5) There shall be no outside storage of any kind related to the home occupation;
- (6) The use may increase vehicular traffic flow and parking by no more than one additional vehicle at a time, except as otherwise specifically provided herein; ~~and~~
- (7) Only one sign may be allowed. The sign shall not exceed one square foot in area, shall be non-illuminated, and shall display only the name of the occupant and/or the name of the home occupation-; and
- (8) In the case of a beauty shop, barber shop, or other personal service salon or establishment, no more than two personal vehicles of customers may be parked within reasonable close proximity of the home occupation premises, or on the home occupation premises, at any one time.

(b) The following uses by the nature of the investment or operation have a tendency once started to rapidly increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residential purposes. Therefore, the uses specified below shall not be permitted as home occupations: auto repair, major or minor; ~~barber shop; beauty shop;~~ carpentry work; dance instruction; medical or dental offices; painting of vehicles, trailers, or boats; private schools with organized classes; childcare establishment; radio or television repair; upholstering; restaurant; or rest home.

(c) Marijuana establishments shall not be permitted as home occupations.

DISCUSSION: This proposed amendment is intended to enhance clarity with the Home Occupation regulations and expand resident rights to personal services in an ever increasingly remote work environment. The proposed amendment also ensures consistency with language regarding the description of *residential* and operator status, as well as expands home occupations into all existing residential districts. The attached ordinance provides for clarification within the Zoning Code.

RECOMMENDATION: Staff forwards this possible amendment to Chapter 36, Zoning Ordinance, as Ordinance No. O-2425-6 to the Planning Commission for consideration and recommendation to City Council.

10. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-6: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 36 (“ZONING”), SECTIONS 36-101 (“DEFINITIONS”), 36-513 (“RE, RESIDENTIAL ESTATE DWELLING DISTRICT”), 36-518 (“RM-4, MOBILE HOME PARK DISTRICT”) AND 36-564 (“HOME OCCUPATIONS”) IN ORDER TO ALLOW HOME OCCUPATIONS TO BE CARRIED ON IN RE, RESIDENTIAL ESTATE DWELLING DISTRICT, AND RM-4, MOBILE HOME PARK DISTRICT, AND TO REDEFINE, TO MAKE LANGUAGE THROUGHOUT THE ZONING ORDINANCE CONSISTENT, AND ALLOW ADDITIONAL ACTIVITES AS HOME OCCUPATIONS WITH STATED RESTRICTIONS, AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Draft Ordinance

Staff Presentation

Lora Hoggatt, Planning Services Manager, presented the proposed ordinance change in regards to home occupations.

Commissioner Kindel explained that it makes sense to add this to the residential districts that were previously omitted.

Motion by Commissioner Kindel to recommend approval of Ordinance O-2425-6; **Second** by Commissioner Griffith.

The motion was passed unanimously with a vote of 6-0.

MISCELLANEOUS COMMENTS OF PLANNING COMMISSION AND STAFF

Commissioners had discussion in regards to stormwater and how the City can think about it differently as the weather is becoming more unpredictable.

ADJOURNMENT

The meeting was adjourned at 7:09p.m.

Passed and approved this _____ day of _____ 2024.

Planning Commission

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/24

REQUESTER: Trinitas Development LLC

PRESENTER: Jane Hudson, Planning & Community Development Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-8 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)

APPLICANT/REPRESENTATIVE	Trinitas Development LLC/Rieger Sadler Joyce LLC
LOCATION	310 E Boyd Street, which is situated South of East Boyd Street and West of the BNSF Railroad
WARD	4
REQUESTED ACTION	Rezoning from RM-6 Medium Density Apartment District, to SPUD, Simple Planned Unit Development District
LAND USE PLAN DESIGNATION	High Density Residential
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests rezoning from RM-6, Medium Density Apartment District, to SPUD, Simple Planned Unit Development for approximately 2.55 acres. Sixty-four apartments are currently situated on the property. The applicant proposes demolishing the existing apartments and developing a podium-style, 250-unit multi-family residential apartment

building with two levels of parking underneath the living area, for a proposed seven (7) to nine (9) story structure.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING:

This request did not require a Greenbelt Enhancement Statement.

PRE-DEVELOPMENT: PD24-11, August 22, 2024

Redevelopment of an existing two-story apartment complex, to be replaced with a 7-9 story podium style apartment complex with 5-7 levels of apartment homes over 2 levels of parking. An attendee wanted to know the process for approval. Applicant representative outlined the application process.

BOARD OF PARKS COMMISSIONERS:

This request did not require platting and thus did not require an application to the Board of Parks Commissioners.

ZONING ORDINANCE CITATION:

Section 36-510 SPUD, SIMPLE PLANNED UNIT DEVELOPMENTS

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The allowable uses for this SPUD are included in the SPUD Narrative as Exhibit C, Allowable Uses and generally outlined below.

Allowable Uses:

- *Multi-family residential dwelling units*
- *Option for ground floor office, commercial retail and other mixed-use within the larger apartment/residential structure*
- *Leasing offices, pool area, dog parks – similar private recreational amenities for the residents*
- *Accessory buildings*

SITE PLAN/ACCESS: The proposed Preliminary Site Development Plan shows one building with parking garage access off an existing alley located on the west side of the property. An entrance sign is shown on the northwest corner of the lot, along E. Boyd St. The setbacks shown on the Site Plan are 15' (fifteen feet) along the west and 10' (ten feet) on the north, east and south of the Property. A rain garden and detention pond is proposed in the southeast corner.

PARKING: The SPUD Narrative states the proposed building will have two levels of podium parking, as shown in the parking layout on the Preliminary Site Development Plan. The proposed development may feature multiple EV charging stations, but will comply with Norman's applicable parking ordinances, Section 36-548, Off-Street Parking Facilities, and Section 36-550, Development and Maintenance of Off-Street Parking Facilities, as amended from time to time. The parking spaces within the Property will be eighteen feet (18') by nine feet (9') or eight and one-half feet (8'1/2") by nineteen feet (19'). Additionally, compact spaces of seven and one-half feet (7'1/2") by fifteen feet (15') may be included, as long as the compact spaces do not exceed 5% of the total parking count.

LANDSCAPING: Landscaping shall be provided and maintained in accordance with Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. Landscaping is depicted on the Preliminary Site Development Plan. Fencing shall not be required but may be installed running along the east edge of the subject property blocking access to the railroad track.

SIGNAGE: The SPUD Narrative outlines signage allowances for the property. The applicant is requesting 60 square feet of wall signage for each sign and 60 square feet per side for the ground sign. All other signs not specifically discussed in the Narrative will comply with the Medium Density Residential sign standards of the City of Norman Sign Regulations in Chapter 28. Should the site develop with any commercial/office uses, signage for the use will follow commercial zone sign standards.

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

SANITATION/UTILITIES: Roll-out dumpsters will be utilized for sanitation services, the roll-out dumpsters will be located within the garage area. All locations will be reviewed and approved by City Staff.

EXTERIOR MATERIALS: The exterior of the building may be constructed of brick, glass, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

HEIGHT: The proposed building will be allowed to reach a maximum height of nine (9) stories, exclusive of any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

OPEN SPACE: The Preliminary Site Development Plan shows proposed open spaces for the development. The SPUD Narrative states the impervious area for the property will not exceed 85%.

EXISTING ZONING: The property is currently zoned RM-6, Medium-Density Apartment District. RM-6 zoning allows for multi-family uses and a height of up to three stories; any height over three stories requires increased setbacks.

ALTERNATIVES/ISSUES:

IMPACTS: The number of units on the site will increase from 64-units to 250-units. As detailed below in the Traffic Engineer comments, the applicant has planned improvements to have better circulation of vehicles on and around the site.

OTHER AGENCY COMMENTS:

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

UTILITIES/SANITATION:

Utility Services - Water and sanitary sewer are adjacent to the facility but demands will need to be provided and modeled and the Applicant will be responsible for any extensions or upgrades necessary to serve the proposed development.

Sanitation - Trash service utilizing rolling dumpsters will be acceptable based on the following conditions:

1. Applicant and all future owners will be responsible for purchase and maintenance of dumpsters that will work with City equipment.
2. Dumpster roll-out and roll-in will be the responsibility of the Applicant/Owner with timing meeting requirements established by City ordinance for placement of trash receptacles.
3. Applicant will be responsible for design of sanitation vehicle ingress and egress in accordance with City standard details.

PUBLIC WORKS/ENGINEERING: The subject property is part of the State University Addition #2 Plat.

TRAFFIC ENGINEER: The proposed 250 multi-family dwelling units is to be located on the south side of Boyd Street between Trout Avenue and Classen Boulevard and will generate 1,135 trips on an average weekday, 93 trips during the typical AM Peak period, and 98 trips during the typical PM Peak period. Given that a 64-unit multi-family complex currently occupies the site of the proposed development, new trips will be 704 trips on an average weekday, 67 trips during the typical AM Peak period, and 65 trips during the typical PM Peak period. The development will include an internal parking garage with access via a north/south alley on the west side of the development that connects to both Boyd Street as well as Page Street. To improve access to and from the site, the developer plans to widen and improve the narrow, north/south alley to accommodate the traffic exiting the site. Plans also include the removal of the existing drive access that intersects Boyd Street closer to the BNSF Railroad to better accommodate the traffic entering the site.

CONCLUSION: Staff forwards this request for rezoning to SPUD, Simple Planned Unit Development, and Ordinance O-2425-8 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of October 10, 2024, Planning Commission recommended adoption of Ordinance No. O-2425-8 by a vote of 6-0.

O-2425-8

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 ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)

- § 1. WHEREAS, Trinitas Development LLC, the owners of the hereinafter described property, have made application to have the subject property removed from the RM-6, Medium-Density Apartment District, and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on October 10, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the RM-6, Medium-Density Apartment District, and place the same in the SPUD, Simple Planned Unit Development District, to wit:

All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 5. Further, pursuant to the provisions of Section 36-510 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

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

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

ADOPTED this _____ day of _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

310 E. BOYD

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

TRINITAS DEVELOPMENT LLC

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted: September 3, 2024

Revised: October 4, 2024

PREPARED BY:

RIEGER SADLER JOYCE
136 Thompson Drive
Norman, Oklahoma 73069

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- B. Site Development Plan
- C. Allowable Uses
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I. INTRODUCTION

Trinitas Development LLC (the “**Applicant**”) intends to rezone the property located at 310 E. Boyd St., as more particularly described on **Exhibit A** (the “**Property**”) to a Simple Planned Unit Development (“**SPUD**”) in order to facilitate the development of a multi-family residential apartment building.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at 310 E. Boyd St., which is situated South of East Boyd Street and West of the BNSF Railroad, as is more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property’s existing zoning is RM-6, Medium Density Apartment District, and the existing NORMAN 2025 Land Use Plan designation is High Density Residential.

C. Elevation and Topography

The Property is almost entirely paved through its current use as a multifamily apartment complex. The topography of the Property is relatively flat with little elevation change throughout the development.

D. Drainage

The Applicant proposes stormwater and drainage management systems that will meet or exceed the City’s applicable ordinances and regulations.

E. Utility Services

The necessary utility services for this project (including water, sewer, gas, telecommunications, and electric) are already located on or near the Property, or they will be extended by the Applicant, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations.

G. Traffic Circulation and Access

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Preliminary Site Development Plan. Sidewalks will be constructed along E. Boyd Street, in accordance with applicable City of Norman standards. The main entrance to the project will be from the existing alley, which shall be improved as shown on the Preliminary Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Preliminary Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-510 of the City of Norman's SPUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted

The Property will be developed as a nine (9) story multifamily residential complex. The current conceptual site plan is designed to accommodate approximately 250 units. The Property will be developed with a combination of unit types ranging from one-bedroom units to five-bedroom units. The Property will also feature a leasing office, outdoor courtyards, and various amenities. A complete list of allowable uses on the Property is attached as **Exhibit C**.

B. Development Criteria:

1. Building Height

The Property shall be allowed to reach a maximum height of nine (9) stories, exclusive of any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

2. Area Regulations

The Property shall comply with the setbacks shown on the Preliminary Site Development Plan. The minimum building setback shall be ten (10') feet from any property line, except that the minimum building setback along the alley to the west of the Property shall be fifteen (15') feet.

3. Exterior Materials

The exterior of the main building may be constructed of brick, glass, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

4. Sanitation

Sanitation services for the Property will comply with the City of Norman's sanitation ordinances, rules, and regulations, as may be amended from time to time. The Property will be allowed to utilize roll-out dumpsters that are contained in an interior trash room within the parking garage and pick-up of the dumpsters shall be from the alley.

5. Signage

The Property may feature one (1) entrance ground and/or monument signs generally in the area shown on the Preliminary Site Development Plan. The entrance ground and/or monument sign identifying the building may be a maximum of 60 square feet per side. In addition to the entrance signage, the Property may utilize up to three building/wall signs. Each building/wall sign may be a maximum of 60 square feet. The Property shall be allowed to contain various directional and wayfinding signage throughout the site, such as signage directing and identifying the following: bicycle parking, scooter parking, leasing office, delivery/pick up locations, future tenant parking, amenity signage, and other similar signage as may be necessary. All signage discussed herein may be backlit or otherwise illuminated with LED or similar lighting. The ground entrance signage may be electronic. Banners, flag signs, or other similar decorative signage may be displayed on the Property from time to time, such as grand opening signage, pre-leasing, or holiday signage. All signage shall be placed in appropriate locations to not interfere with applicable traffic sight triangles. All other signs not specifically discussed herein shall comply with the medium density residential sign standards of the City of Norman Sign Regulations. In the event that the ground floor contains an allowable commercial or retail use, said use shall be permitted to utilize signage that complies with the commercial sign standards of the City of Norman Sign Regulations.

6. Traffic access and circulation

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan.

7. Open Space

Open space shall be utilized on the Property in the locations and manners depicted on the attached Preliminary Open Space Exhibit, attached hereto as **Exhibit D**. The impervious area for the Property shall not exceed 85%. The Applicant will also endeavor to utilize low impact development techniques (“**LIDs**”) and best management practices (“**BMPs**”) in the development of the Property to further assist in drainage management on site. The locations and types of LIDs and BMPs will be determined during site development.

8. Parking

The Property shall have two (2) levels of podium parking, as shown in the parking layout on the Preliminary Site Development Plan. The Property may, but is not obligated to, feature multiple EV charging stations. Further, the Property shall comply with Norman's applicable parking ordinances Section 36-548 and Section 36-550, as amended from time to time, provided that all parking spaces within the Property may be eighteen feet (18') by nine feet (9') or eight and one-half feet (8'½") by nineteen feet (19'). Additionally, compact spaces of seven and one-half feet (7' 1/2") by fifteen feet (15') may be included, as long as the compact spaces do not exceed 5% of the total parking count.

9. Landscaping and Fencing

Landscaping shall be provided and maintained on the Property in locations generally depicted on the Preliminary Site Development Plan. Fencing shall not be required on the Property but may be installed running along the east edge of the Property blocking access to the railroad track which runs parallel to the Property.

10. Lighting

The Property shall comply with the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

EXHIBIT A

Legal Description of the Property

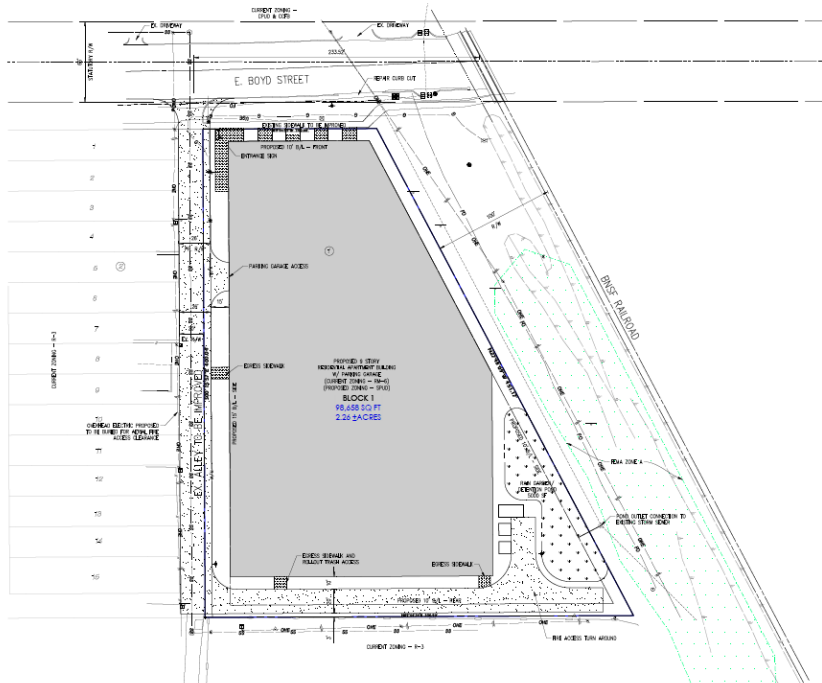
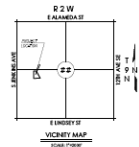
All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

Site Development Plan



MASTER DEVELOPMENT PLAN
OF
310 E. BOYD
A PART OF SECTION 32, 19N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA



OWNER/DEVELOPER
CITIZEN DEVELOPMENT LLC
300 Westwood Court
Norman, Oklahoma 73069
734.877.0218

LEGAL DESCRIPTION
The land shown to have been is situated in the County of Cleveland, State of Oklahoma, and is described as follows:
All of Block 101 in the Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.
The description above is as described in Schedule A of The Constitution of the State of Oklahoma, as amended, and is subject to all laws and regulations of the State of Oklahoma and the County of Cleveland.

MASTER DEVELOPMENT PLAN
310 E. BOYD

DATE: 10/04/2024
PROJECT NO.: 24605100

EXHIBIT C

Allowable Uses

Allowable Uses:

- Multi-family residential dwelling units
- Ground floors may contain, but are not obligated to contain, office uses, commercial shops and services, retail, and other mixed-use offerings within the larger apartment/residential structures.
- Leasing offices, pool areas, dog parks, sports courts, walking trails, fitness stations, frisbee golf, outdoor grill areas, and similar private recreational amenities for the residents of the development.

E. BOYD STREET

E. BOYD STREET RESIDENTIAL

NORMAN, OK

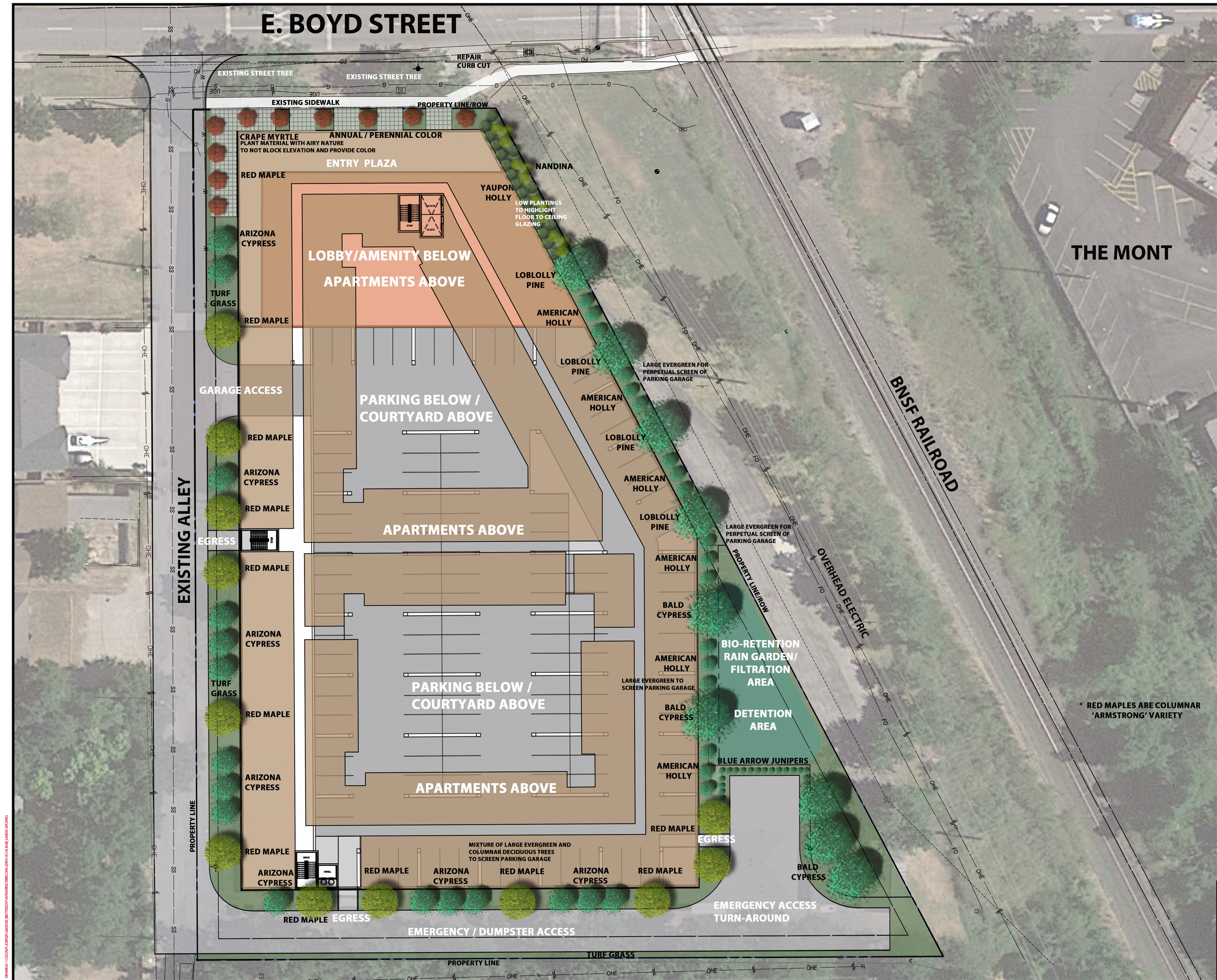
SEPTEMBER, 2024

THE MONT

BNSF RAILROAD

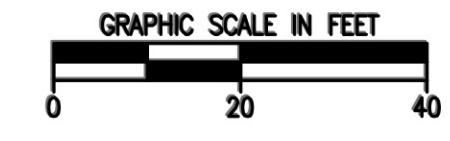
OVERHEAD ELECTRIC

EXISTING ALLEY



CONCEPTUAL LANDSCAPE PLAN

SCALE: 1" = 20'



CONCEPTUAL SITE PLAN
BOYD STREET RESIDENTIAL

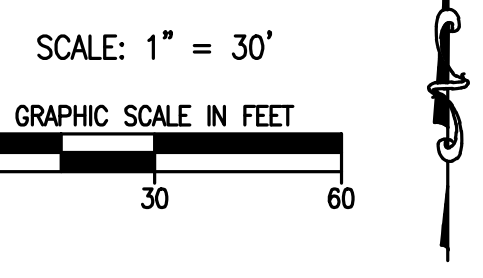
300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099



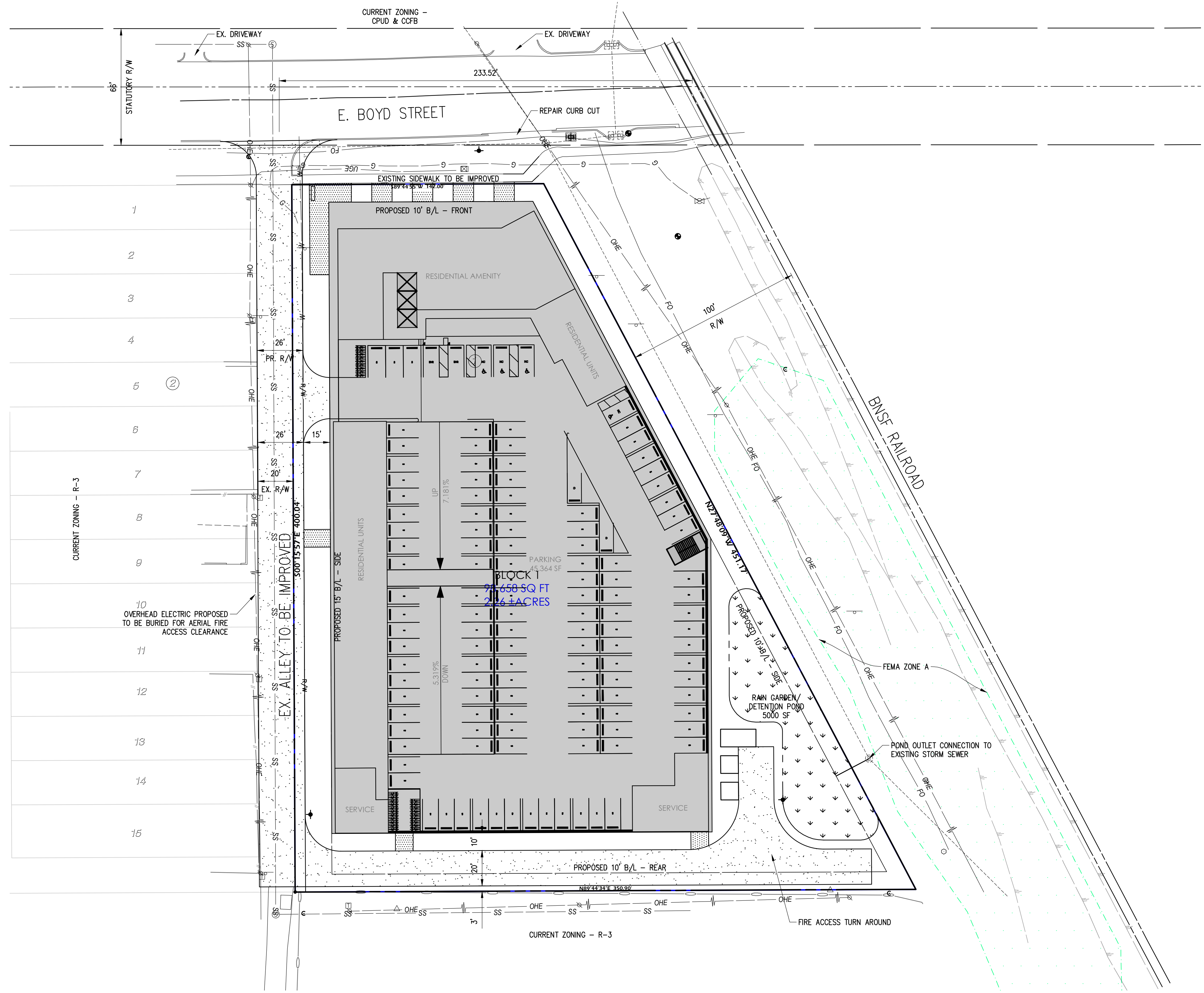
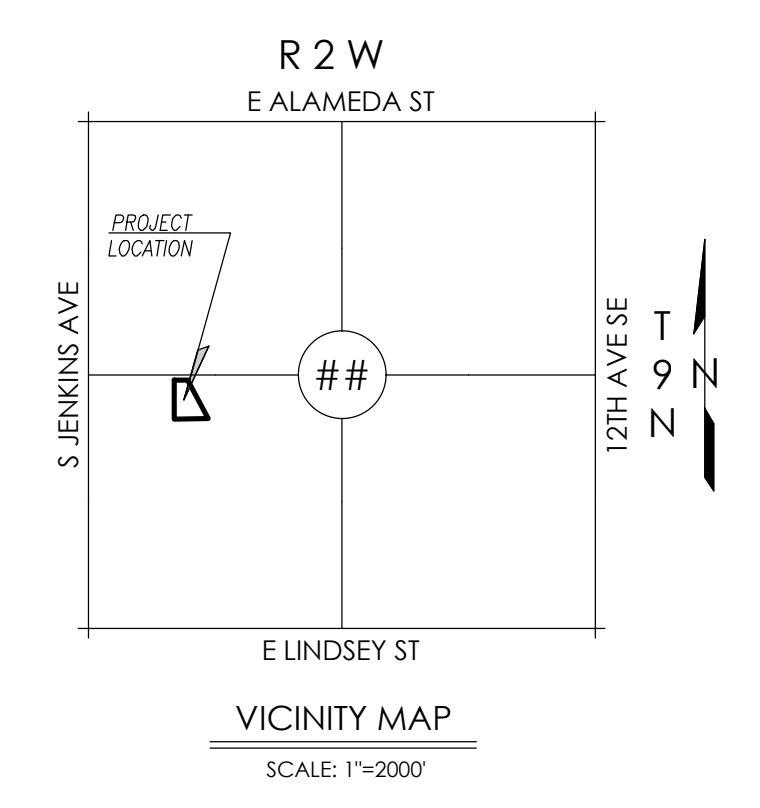
SHEET NO.: 5 OF 5
DATE: 09/03/2024
PROJECT NO.: 24605100

DRAWING: LANDSCAPE ARCHITECTURE; BOYD STREET RESIDENTIAL; CONCEPTUAL LANDSCAPE PLAN

CERTIFICATE OF AUTHORIZATION
CA 913 (PEL3) EXPIRES 6/30/2026



MASTER DEVELOPMENT PLAN OF 310 E. BOYD A PART OF SECTION 32, T9N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA GROUND LEVEL PARKING PLAN



OWNER/DEVELOPER
Trinitas Development, LLC
8900 Keystone Cr, Suite 1225
Indianapolis, IN 46240
(765) 807-2736

LEGAL DESCRIPTION
The Land referred to herein below is situated in the County of Cleveland, State of Oklahoma, and is described as follows:
All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded Plat thereof.
The description above is as described in Schedule A of Title Commitment No. NCS-1224813-OKC bearing an effective date of JULY 08, 2024 at 7:30 am as prepared by First American Title Insurance Company National Commercial Services.

**MASTER DEVELOPMENT PLAN
310 E. BOYD**

300 Points Parkway Blvd.
Yukon, Oklahoma 73099

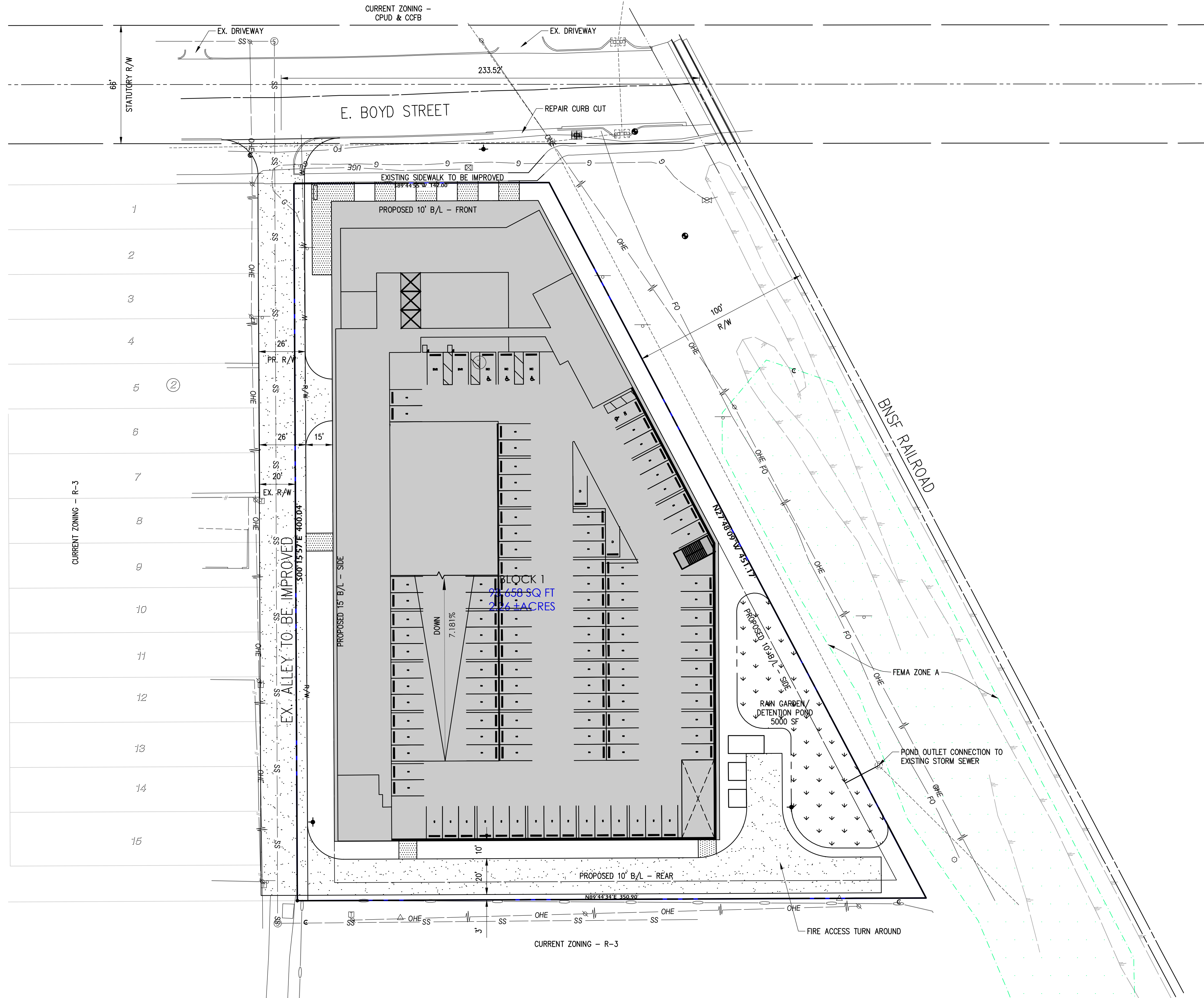
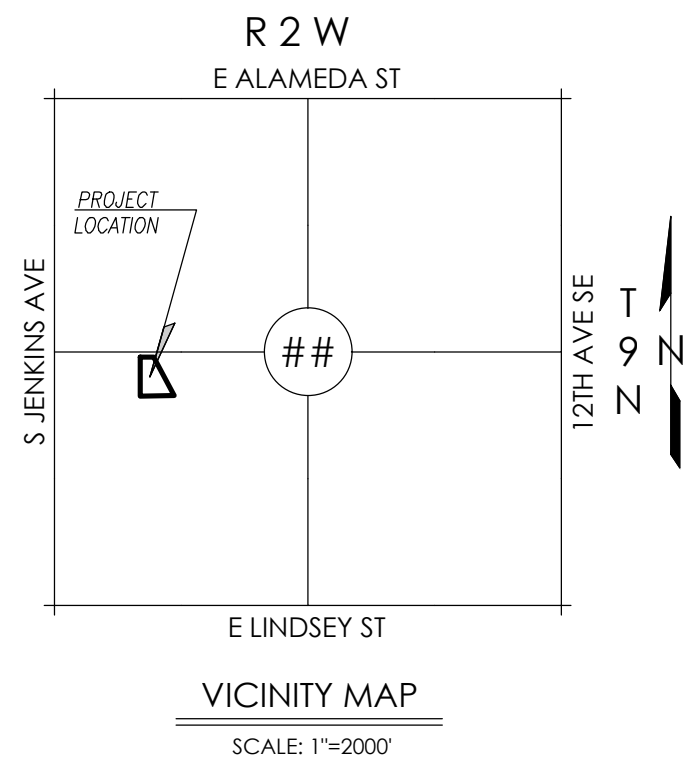
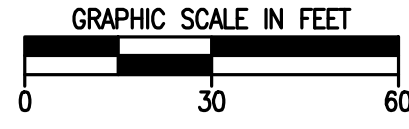
Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com

SHEET NO.: 2 OF 5
DATE: 10/04/2024
PROJECT NO.: 24605100

DRAWING COURTESY: BENTON & BOWLES, INC. (BBDO) FOR THE CITY OF NORMAN, OKLAHOMA

MASTER DEVELOPMENT PLAN
OF
310 E. BOYD
A PART OF SECTION 32, T9N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA
LEVEL 2 PARKING PLAN

SCALE: 1" = 30'



OWNER/DEVELOPER

Trinitas Development, LLC
8900 Keystone Cr. Suite 1225
Indianapolis, IN 46240
(765) 807-2736

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Cleveland, State of Oklahoma, and is described as follows:

All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded Plat thereof.

The description above is as described in Schedule A of Title Commitment No. NCS-1224813-OKC bearing an effective date of JULY 08, 2024 at 7:30 am as prepared by First American Title Insurance Company National Commercial Services.

MASTER DEVELOPMENT PLAN
310 E. BOYD



SHEET NO.: 4 OF 5
DATE: 10/04/2024
PROJECT NO.: 24605100

E. BOYD STREET

E. BOYD STREET RESIDENTIAL

NORMAN, OK

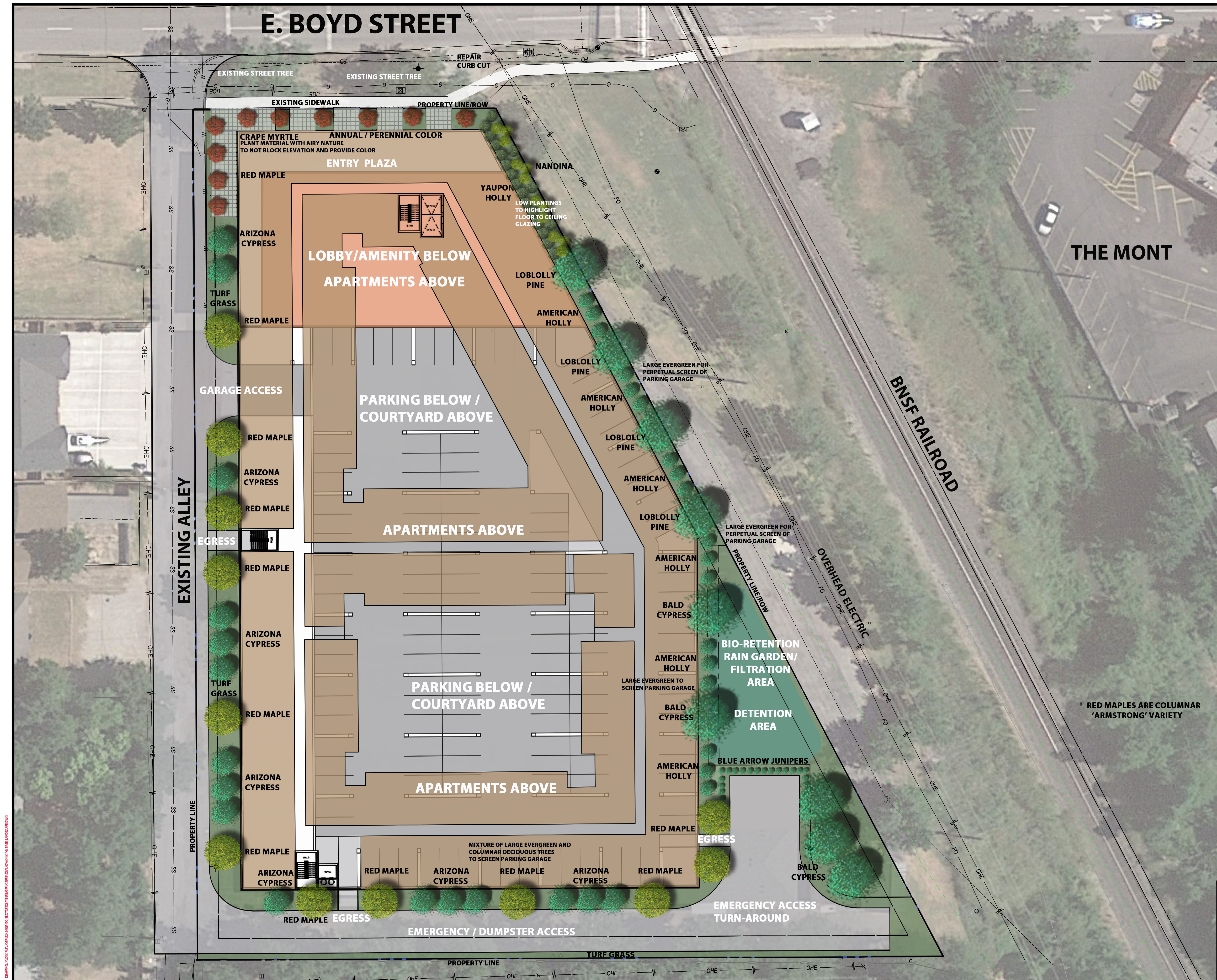
SEPTEMBER, 2024

THE MONT

BNSF RAILROAD

OVERHEAD ELECTRIC

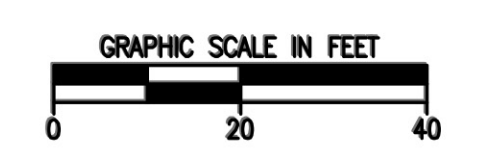
EXISTING ALLEY



CONCEPTUAL LANDSCAPE PLAN

* RED MAPLES ARE COLUMNAR
'ARMSTRONG' VARIETY

SCALE: 1" = 20'



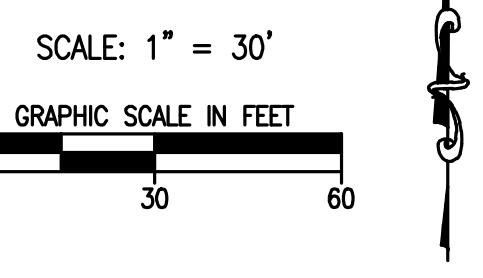
CONCEPTUAL SITE PLAN
BOYD STREET RESIDENTIAL

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

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405.787.6270 | 405.787.6276 |
www.craftontull.com

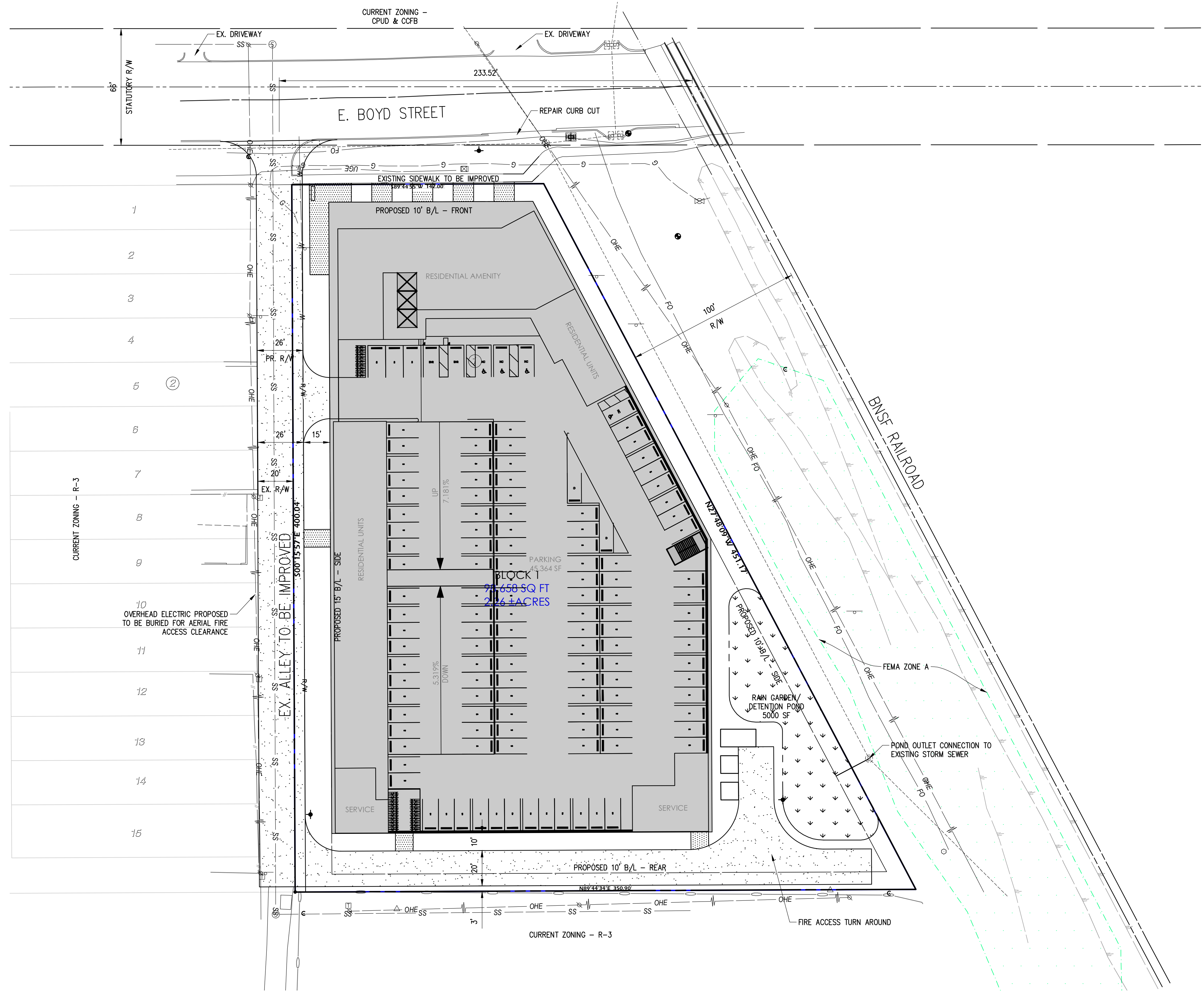
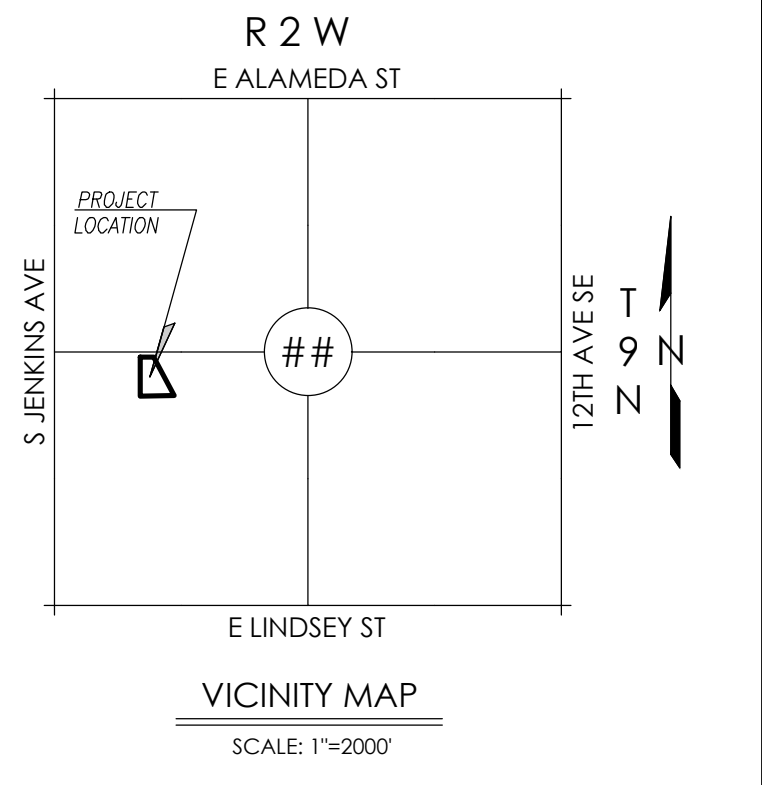
SHEET NO.: 5 OF 5
DATE: 09/03/2024
PROJECT NO.: 24605100

DRAWING: LANDSCAPE ARCHITECTURE; PROJECT: BOYD STREET RESIDENTIAL; DATE: 09/03/2024; SCALE: 1" = 20'



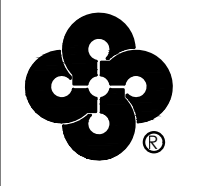
MASTER DEVELOPMENT PLAN
OF
310 E. BOYD
A PART OF SECTION 32, T9N, R2W
NORMAN, CLEVELAND COUNTY, OKLAHOMA

GROUND LEVEL PARKING PLAN

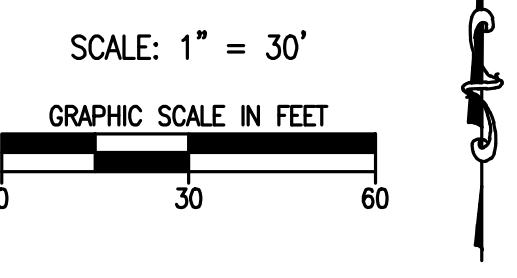


OWNER/DEVELOPER
Trinitas Development, LLC
8900 Keystone Cr. Suite 1225
Indianapolis, IN 46240
(765) 807-2736

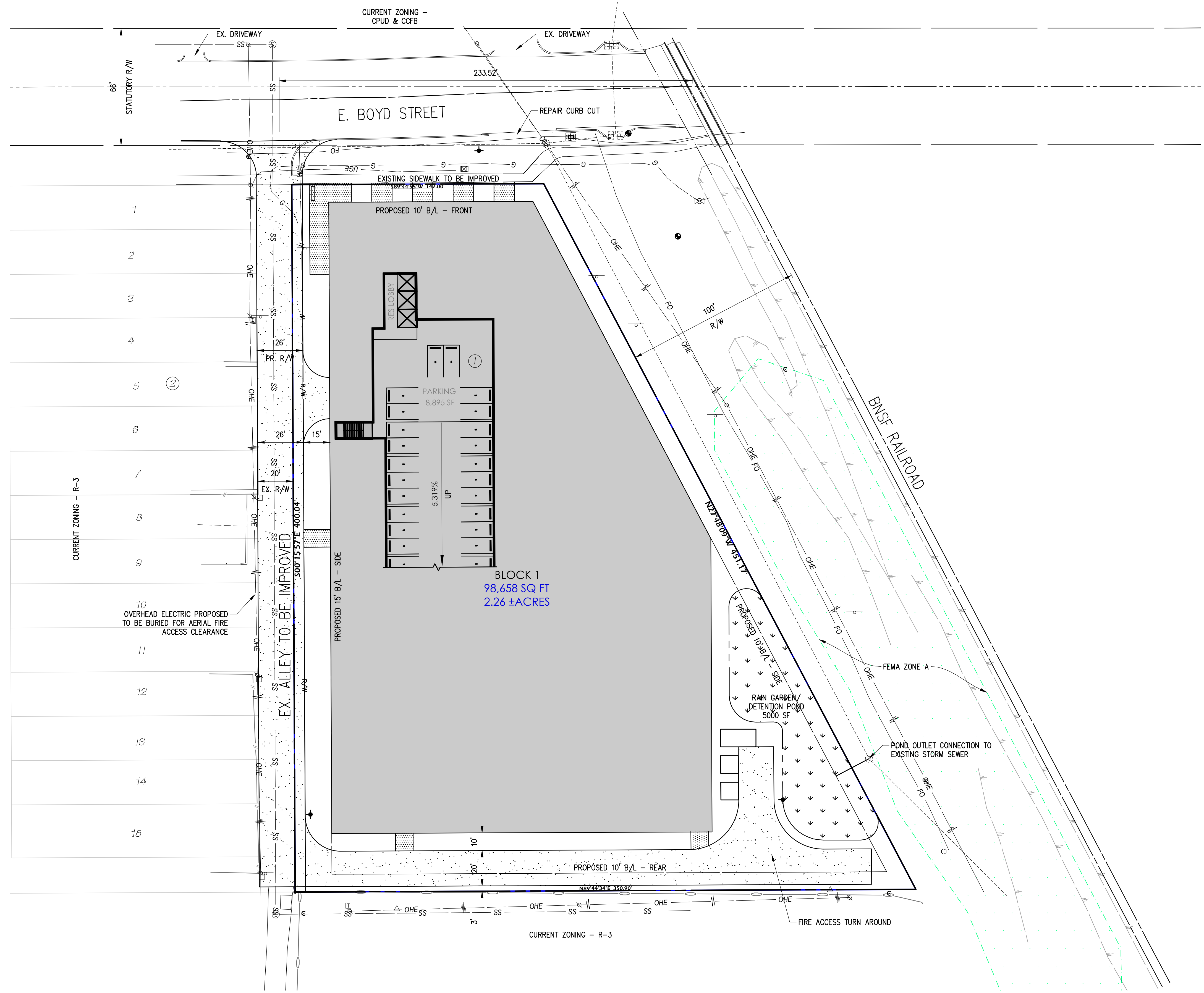
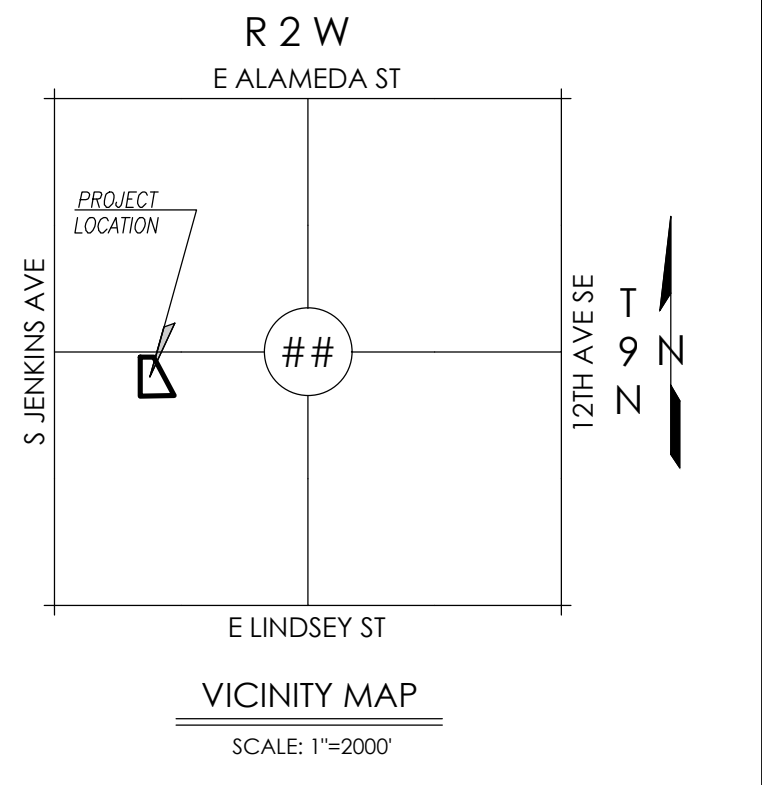
LEGAL DESCRIPTION
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All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded Plat thereof.
The description above is as described in Schedule A of Title Commitment No. NCS-1224813-OKC bearing an effective date of JULY 08, 2024 at 7:30 am as prepared by First American Title Insurance Company National Commercial Services.

MASTER DEVELOPMENT PLAN 310 E. BOYD	
<small>300 Points Parkway Blvd. Yukon, Oklahoma 73099</small>	
 Crafton Tull <small>architecture engineering surveying 405.787.6270 405.787.6271 www.craftontull.com</small>	SHEET NO.: 2 OF 5
	DATE: 10/04/2024
	PROJECT NO.: 24605100

DRAWING COURTESY OF TRINITAS DEVELOPMENT, LLC AND BMB&B



MASTER DEVELOPMENT PLAN OF 310 E. BOYD A PART OF SECTION 32, T9N, R2W NORMAN, CLEVELAND COUNTY, OKLAHOMA LOWER LEVEL PARKING PLAN



OWNER/DEVELOPER
Trinitas Development, LLC
8900 Keystone Cr. Suite 1225
Indianapolis, IN 46240
(765) 807-2736

LEGAL DESCRIPTION
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All of Block One (1) of The Second State University Addition to the City of Norman, Cleveland County, Oklahoma, according to the recorded Plat thereof.
The description above is as described in Schedule A of Title Commitment No. NCS-1224813-OKC bearing an effective date of JULY 08, 2024 at 7:30 am as prepared by First American Title Insurance Company National Commercial Services.

**MASTER DEVELOPMENT PLAN
310 E. BOYD**

300 Points Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com

SHEET NO.: 3 OF 5
DATE: 10/04/2024
PROJECT NO.: 24605100

DRAWING COURTESY OF CLEVELAND COUNTY PLANNING DEPARTMENT

E. BOYD STREET

E. BOYD STREET RESIDENTIAL

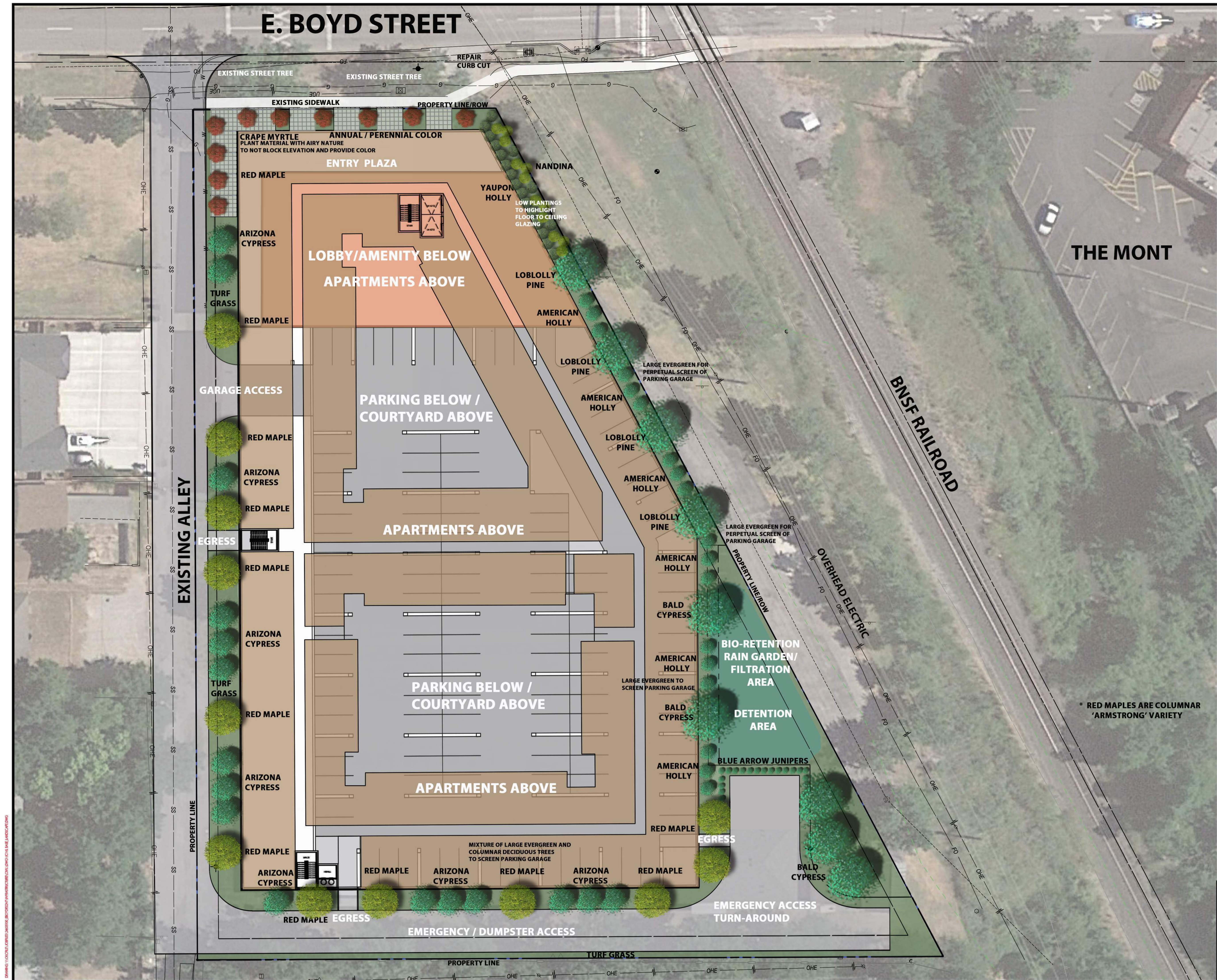
NORMAN, OK

SEPTEMBER, 2024

THE MONT

BNSF RAILROAD

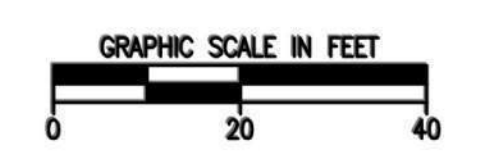
EXISTING ALLEY



* RED MAPLES ARE COLUMNAR 'ARMSTRONG' VARIETY

CONCEPTUAL LANDSCAPE PLAN

SCALE: 1" = 20'



CONCEPTUAL SITE PLAN
BOYD STREET RESIDENTIAL

300 Pointe Parkway Blvd.
Tulsa, Oklahoma 74309
Crafton Tull
 architecture | engineering | surveying
 405.787.6270 | 405.787.6276 |
 www.craftontull.com

SHEET NO.: 5 OF 5
 DATE: 09/03/2024
 PROJECT NO.: 24605100

Applicant: Trinitas Development, LLC

Project Location: 310 E Boyd Street

Case Number: PD24-11

Time: 5:30PM

Applicant/Representative:

Sean Rieger
Gunner Joyce
Libby Smith

Attendees:

Mike Klem
Debbie Schae

City Staff

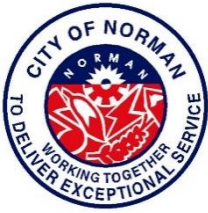
Destiny Andrews, Planner II
Beth Muckala, City Attorney

Application Summary:

Rezoning from RM-6 Medium Density Apartment District, to SPUD, Simple Planned Unit Development District

Neighbor's Comments/Concerns/Responses

Redevelopment of an existing two-story apartment complex, to be replaced with a 7-9 story podium style apartment complex with 5-7 levels of apartment homes over 2 levels of parking. An attendee wanted to know the process for approval. Applicant representative outlined the application process.



**CITY OF NORMAN, OK
STAFF REPORT**

MEETING DATE: 10/10/2024

REQUESTER: Trinitas Development LLC

PRESENTER: Lora Hoggatt, Planning Services Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-8: 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 ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)

APPLICANT/REPRESENTATIVE	Trinitas Development LLC/Rieger Sadler Joyce LLC
LOCATION	310 E Boyd Street, which is situated South of East Boyd Street and West of the BNSF Railroad
WARD	4
REQUESTED ACTION	Rezoning from RM-6 Medium Density Apartment District, to SPUD, Simple Planned Unit Development District
LAND USE PLAN DESIGNATION	High Density Residential
GROWTH AREA DESIGNATION	Current Urban Service Area

BACKGROUND: The applicant requests rezoning from RM-6, Medium Density Apartment District, to SPUD, Simple Planned Unit Development for approximately 2.55 acres. Sixty-four apartments are currently situated on the property. The applicant proposes demolishing the existing apartments and developing a podium-style five (5) to seven (7) story, 250-unit multi-family residential apartment building with two levels of parking underneath the living area, for a proposed seven (7) to nine (9) story structure.

PROCEDURAL REQUIREMENTS:**GREENBELT MEETING:**

This request did not require a Greenbelt Enhancement Statement.

PRE-DEVELOPMENT: PD24-11, August 22, 2024

Redevelopment of an existing two-story apartment complex, to be replaced with a 7-9 story podium style apartment complex with 5-7 levels of apartment homes over 2 levels of parking. An attendee wanted to know the process for approval. Applicant representative outlined the application process.

BOARD OF PARKS COMMISSIONERS:

This request did not require platting and thus did not require an application to the Board of Parks Commissioners.

ZONING ORDINANCE CITATION:**Section 36-510 SPUD, SIMPLE PLANNED UNIT DEVELOPMENTS**

1. General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

2. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The allowable uses for this SPUD are included in the SPUD Narrative as Exhibit C, Allowable Uses and generally outlined below.

Allowable Uses:

- *Multi-family residential dwelling units*
- *Option for ground floor office, commercial retail and other mixed-use within the larger apartment/residential structure*
- *Leasing offices, pool area, dog parks – similar private recreational amenities for the residents*
- *Accessory buildings*

SITE PLAN/ACCESS: The proposed Preliminary Site Development Plan shows one building with parking garage access off an existing alley located on the west side of the property. An entrance sign is shown on the northwest corner of the lot, along E. Boyd St. The setbacks shown on the Site Plan are 15' (fifteen feet) along the west and 10' (ten feet) on the north, east and south of the Property. A rain garden and detention pond is proposed in the southeast corner.

PARKING: The SPUD Narrative states the proposed building will have two levels of podium parking, as shown in the parking layout on the Preliminary Site Development Plan. The proposed development may feature multiple EV charging stations, but will comply with Norman's applicable parking ordinances, Section 36-548, Off-Street Parking Facilities, and Section 36-550, Development and Maintenance of Off-Street Parking Facilities, as amended from time to time. The parking spaces within the Property will be eighteen feet (18') by nine feet (9') or eight and one-half feet (8'½") by nineteen feet (19'). Additionally, compact spaces of seven and one-half feet (7'½") by fifteen feet (15') may be included, as long as the compact spaces do not exceed 5% of the total parking count.

LANDSCAPING: Landscaping shall be provided and maintained in accordance with Section 36-551, Landscaping Requirements for Off-Street Parking Facilities. Landscaping is depicted on the Preliminary Site Development Plan. Fencing shall not be required but may be installed running along the east edge of the subject property blocking access to the railroad track.

SIGNAGE: The SPUD Narrative outlines signage allowances for the property. The applicant is requesting 60 square feet of wall signage for each sign and 60 square feet per side for the ground sign. All other signs not specifically discussed in the Narrative will comply with the Medium Density Residential sign standards of the City of Norman Sign Regulations in Chapter 28. Should the site develop with any commercial/office uses, signage for the use will follow commercial zone sign standards.

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

SANITATION/UTILITIES: Roll-out dumpsters will be utilized for sanitation services, the roll-out dumpsters will be located within the garage area. All locations will be reviewed and approved by City Staff.

EXTERIOR MATERIALS: The exterior of the building may be constructed of brick, glass, stone, synthetic stone, high impact quality stucco or EIFS, masonry, metal accents, and any combination thereof.

HEIGHT: The proposed building will be allowed to reach a maximum height of nine (9) stories, exclusive of any subgrade elements as well as any necessary roof top mechanical units, equipment, screening, or parapet walls.

OPEN SPACE: The Preliminary Site Development Plan shows proposed open spaces for the development. The SPUD Narrative states the impervious area for the property will not exceed 85%.

EXISTING ZONING: The property is currently zoned RM-6, Medium-Density Apartment District. RM-6 zoning allows for multi-family uses and a height of up to three stories; any height over three stories requires increased setbacks.

ALTERNATIVES/ISSUES:

IMPACTS: The number of units on the site will increase from 64-units to 250-units. As detailed below in the Traffic Engineer comments, the applicant has planned improvements to have better circulation of vehicles on and around the site.

OTHER AGENCY COMMENTS:

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

UTILITIES/SANITATION:

Utility Services - Water and sanitary sewer are adjacent to the facility but demands will need to be provided and modeled and the Applicant will be responsible for any extensions or upgrades necessary to serve the proposed development.

Sanitation - Trash service utilizing rolling dumpsters will be acceptable based on the following conditions:

1. Applicant and all future owners will be responsible for purchase and maintenance of dumpsters that will work with City equipment.
2. Dumpster roll-out and roll-in will be the responsibility of the Applicant/Owner with timing meeting requirements established by City ordinance for placement of trash receptacles.
3. Applicant will be responsible for design of sanitation vehicle ingress and egress in accordance with City standard details.

PUBLIC WORKS/ENGINEERING: The subject property is part of the State University Addition #2 Plat.

TRAFFIC ENGINEER: The proposed 250 multi-family dwelling units is to be located on the south side of Boyd Street between Trout Avenue and Classen Boulevard and will generate 1,135 trips on an average weekday, 93 trips during the typical AM Peak period, and 98 trips during the typical PM Peak period. Given that a 64-unit multi-family complex currently occupies the site of the proposed development, new trips will be 704 trips on an average weekday, 67 trips during the typical AM Peak period, and 65 trips during the typical PM Peak period. The development will include an internal parking garage with access via a north/south alley on the west side of the development that connects to both Boyd Street as well as Page Street. To improve access to and from the site, the developer plans to widen and improve the narrow, north/south alley to accommodate the traffic exiting the site. Plans also include the removal of the existing alley that intersects Boyd Street closer to the BNSF Railroad to better accommodate the traffic entering the site.

CONCLUSION: Staff forwards this request for rezoning to SPUD, Simple Planned Unit Development, and Ordinance O-2425-8 to the Planning Commission for consideration and recommendation to City Council.

NON-CONSENT ITEMS

Trinitas Development LLC Rezoning

4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-8: 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 ALL OF BLOCK ONE (1) OF THE SECOND STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM-DENSITY APARTMENT DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (310 E BOYD STREET)

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. Location Map
3. SPUD Document
4. Master Development Plan
5. Master Development Plan with Labels
6. Pre-Development Summary

Staff Presentation

Kelly Abell, Planner I, presented the staff report.

Commissioner Griffith asked where the parking for the residents was going to be located. Ms. Abell responded that it would be the bottom two stories.

Applicant Presentation

Gunner Joyce, Rieger Sadler Joyce LLC, presented on the proposed SPUD. Mr. Joyce explained that this is considered infill development and the allowed uses are not a big change from what is currently permitted.

Commissioner Jablonski asked about the signage. Mr. Joyce responded that a ground sign has been requested but is not a dynamic or video sign.

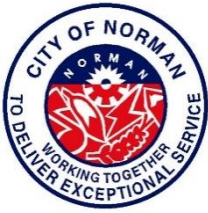
Commissioners agreed that this is a great opportunity in a great location.

Motion by Commissioner Griffith to recommend approval of Ordinance O-2425-8; **Second** by Commissioner Kindel.

The motion passed unanimously with a vote of 6-0.

File Attachments for Item:

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-28 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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE:	11/12/2024
REQUESTER:	Highway 9 Jenkins M&J Investments, LLC
PRESENTER:	Jane Hudson, Planning & Community Development Director
ITEM TITLE:	<u>CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-28 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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)</u>
APPLICANT/REPRESENTATIVE:	Highway 9 Jenkins M&J Investments, LLC/Rieger Sadler Joyce LLC
LOCATION:	Southeast corner of East State Hwy 9 and Jenkins Ave
WARD:	7
CORE AREA:	No
REQUESTED ACTION:	Rezoning from I-1, Light Industrial District to PUD, Planned Unit Development District
LAND USE PLAN DESIGNATION:	Industrial
PROPOSED LAND USE PLAN DESIGNATION:	Mixed Use
GROWTH AREA DESIGNATION:	Future and Current Urban Service Area
PROPOSED GROWTH AREA DESIGNATION:	Current Urban Service Area

BACKGROUND: The applicant requests rezoning from I-1, Light Industrial District, to a Planned Unit Development, PUD, District for approximately 56.54 acres. The PUD would allow for the development of a mixed-use community, featuring a variety of uses including, but not limited to, commercial, office, light-industrial, and a diversity of multi-family residential uses within the property. The requested rezoning will also require a NORMAN 2025 Land Use Plan amendment and a preliminary plat.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-26, October 17, 2023

There was no quorum for the October 17, 2023 Greenbelt Commission meeting.

PRE-DEVELOPMENT: PD23-40, November 30, 2023

The applicant explained the rezoning process and details of the project to attendees. A neighbor asked about the drainage plan of the project because he is worried the runoff will go to his property. The applicant explained the project would follow the city's standards. Another neighbor asked about protecting the creek from oil spills on parking lots. Again, the applicant explained that the project would follow the city's standards. An attendee asked about the trees and the reserve close by. The applicant explained the site was cleared a few years ago, and they are unaware of any reserve. There were other questions regarding the height of buildings, the width of the right of way, and who was paying for the road improvements. The applicant replied the buildings would be three stories, the right of way 50 feet, and the developer would pay for road improvements. The applicant's engineer arrived and explained the drainage plan in more detail.

BOARD OF PARKS COMMISSIONERS: This proposal went to the Board of Parks Commissioners in December 2023. It received a Private Park decision in a unanimous vote.

ZONING ORDINANCE CITATION:

SECTION 36-509, PUD, PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other

common facilities than would otherwise be required under conventional land development regulations.

- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS:

USE: The allowable uses for this PUD are included in the PUD Narrative as Exhibit C, Allowable Uses. The uses are divided into Development Area. Area 1 contains the bulk of commercial uses with additional allowances for mixed-use multifamily residential. Development Area 2 contains office, warehouse, commercial, and light-industrial uses. Development Area 3 will contain medium density uses such as duplexes and is expected to contain approximately 20 dwelling units. Development Area 4 is comprised of approximately 135 dwelling units of medium to high density residential uses. A complete list of the allowable uses for each Development Area within the Property is shown within Exhibit C.

SITE PLAN/ACCESS:

The proposed Site Development plan shows five new access points off Jenkins Ave. Tracts five and six are only accessible from one dedicated access point. Sooner Ave. and Oklahoma Ave. are the two main access points for the proposed development. Tracts one, two, three, four, seven, eight, and nine can be accessed from either of these points of access. Detention will be provided in several areas throughout the development. Sidewalks are shown throughout all tracts except five and six. The Preliminary Site Development Plan details the proposed use for each tract.

PARKING: The PUD narrative states that parking for the Property may be developed in general compliance with the parking layout shown on the Conceptual Site Development Plan. The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

LANDSCAPING: As applicable, landscaping will be installed and maintained according to Section 36-551, Landscaping Requirements for Off-Street Parking Facilities.

SIGNAGE: Each lot may contain up to two (2) identification/directional ground signs. The identification ground signs for each lot may be a maximum of 100 square feet per side and shall generally be located at the entrance to each lot. Also, each lot may contain up to two (2) monument or pylon signs generally located near the entrances to each lot, and with each monument sign allowing for a maximum of 300 square feet per side. The identification ground and/or monument signs shall otherwise comply with the sign standards of the City of Norman Sign Code, as may be amended, as applicable to the underlying use for each lot. All other Signage will comply with the applicable commercial or residential signage regulations in Chapter 28.

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.

SANITATION/UTILITIES: Dumpsters will be utilized for sanitation services in locations shown on the attached Preliminary Site Development Plan. All locations will be reviewed and approved by City Staff.

EXTERIOR MATERIALS: The exterior of the commercial, office, or apartment buildings constructed within the property may be constructed of brick, stone, synthetic stone, wood, glass, stucco, EIFS, masonry, metal accents, and any combination thereof. Industrial, warehouse, and storage buildings shall be allowed to be constructed of all of the above materials as well as metal exteriors with aggregate, sandblasted or textured coating finish. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review within the development.

HEIGHT: There shall be no height limit for any building or structure in Development Areas 1 or 2. The maximum height for Development Area 3 shall be three (3) stories. The maximum height for Development Area 4 shall be five (5) stories.

FENCING/WALLS: Any fencing placement and height shall comply with Section 36-552, Fencing, Walls, and Screening, as amended from time to time.

OPEN SPACE: The PUD Narrative states approximately 20% of the subject property shall be used as open space. The areas initially planned as open space are depicted on Exhibit E, Open Space.

PHASING: It is anticipated that the property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, Planned Unit Developments, as may be amended.

EXISTING ZONING: The property is currently zoned I-1, Light Industrial District. I-1 does not allow for the various residential and commercial uses being proposed.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed use will be more intense than the existing undeveloped traffic patterns of the current zoning and land use designations. Five new access points to the property

are proposed along Jenkins Ave. The City Traffic Engineer has determined future traffic capacities on Jenkins Ave. and State Hwy 9 will exceed the demand for existing and proposed trips of this development as a result of ODOT designing improvements to State Hwy 9 and the developer agreeing to widen Jenkins Ave south of State Hwy 9.

OTHER AGENCY COMMENTS:

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

PUBLIC WORKS/ENGINEERING: Please see the attached report from Engineering regarding the Preliminary Plat.

TRAFFIC ENGINEER: Please see the attached traffic report from City Traffic Engineer.

UTILITIES: A 12-inch water main is required along Jenkins Avenue if the existing water main is confirmed to be an 8-inch water main. Proposed development is in close proximity to the existing City of Norman Water Reclamation Facility.

CONCLUSION: Staff forwards this request for rezoning to a PUD, Planned Unit Development and Ordinance O-2324-28 for consideration by City Council.

PLANNING COMMISSION RESULTS: At their meeting of October 10, 2024, Planning Commission recommended adoption of Ordinance No. O-2324-28 by a vote of 6-0.

O-2324-28

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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)

§ 1. WHEREAS, Highway 9 Jenkins M&J Investments, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the I-1, Light Industrial District and placed in the PUD, Planned Unit Development District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on September 10, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the I-1, Light Industrial District and place the same in the PUD, Planned Unit Development District, to wit:

A tract of land in the Southwest Quarter (SW/4) of Section Eight (8), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:
Beginning at the Southwest corner of said Southwest Quarter (SW/4);

Thence North 00°12'02" West along the West line of said Southwest Quarter (SW/4) a distance of 1846.74 feet to a point on the Southerly Right-of-Way line of State Highway No. 9;
Thence along said Right-of-Way line the following three (3) courses:
1) Along a curve to the left having a radius of 10,592.95 feet, a chord bearing South 69°52'15" East and a chord distance of 255.98 feet for an arc distance of 255.96 feet;
2) South 70°33'47" East for a distance of 153.36 feet;
3) Along a curve to the left having a radius of 5,521.46 feet, a chord bearing South 81°00'47" East and a chord distance of 2002.95 feet, for an arc distance of 2014.10 feet; Thence South 60°07'38" West for a distance of 540.23 feet; Thence South 50°24'05" West a distance of 831.50 feet;
Thence South 08°29'33" West for a distance of 594.59 feet to a point on the South line of said Southwest Quarter (SW/4);
Thence South 89°42'35" West along said South line a distance of 1159.07 feet to the Point of Beginning.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

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

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

ADOPTED this _____ day of _____, 2024.

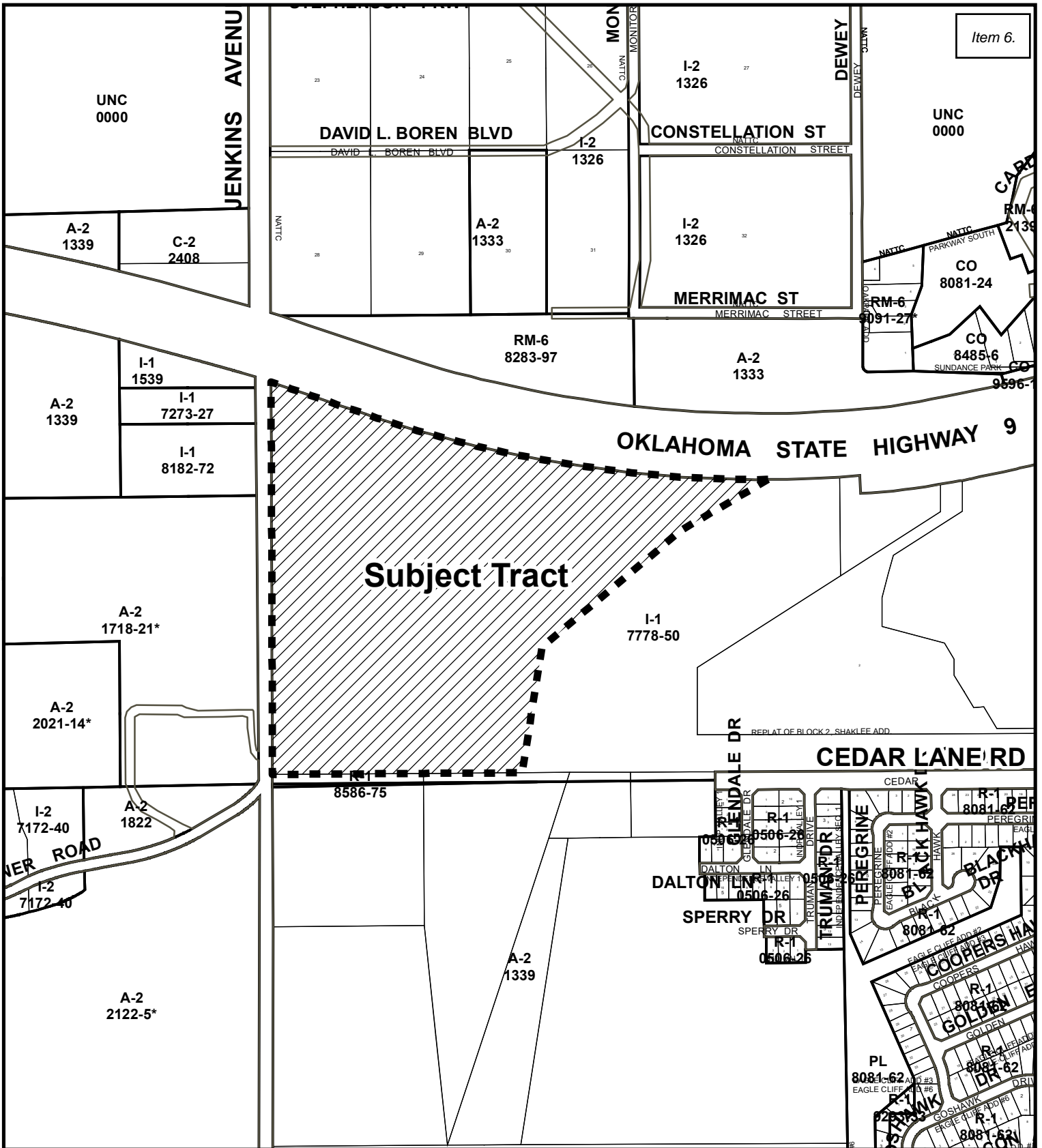
NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

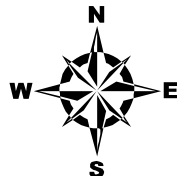
(City Clerk)



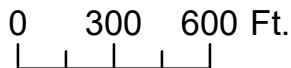
Location Map





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



April 6, 2023



-  Subject Tract
-  Zoning

SOONER VILLAGE

A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA

APPLICANT:
HIGHWAY 9 JENKINS M&J INVESTMENTS, LLC

APPLICATION FOR:
PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT
NORMAN 2025

Submitted October 2, 2023
Revised October 8, 2024

PREPARED BY:

RIEGER SADLER JOYCE LLC
136 Thompson Drive
Norman, Oklahoma 73069

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- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
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EXHIBITS

- A. Legal Description of the Property
- B. Preliminary Site Development Plan
- C. Allowable Uses
- D. Preliminary Plat
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I. INTRODUCTION

Highway 9 Jenkins M&J Investments, LLC (the “**Applicant**”) intends to rezone and plat the property that is more particularly described on **Exhibit A** (the “**Property**”) to a Planned Unit Development (“**PUD**”) in order to develop a mixed-use community, featuring a variety of uses including, but not limited to, commercial, office, light-industrial, and a diversity of multi-family residential uses within the Property. The Applicant also seeks to amend the property’s NORMAN 2025 Designation to Mixed-Use in order to facilitate this development. The Property contains approximately 56.54 acres, and a conceptual site plan of the proposed development has been attached hereto as **Exhibit B**.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is generally located at the Southeast corner of the Highway 9 and Jenkins Ave. intersection, as more particularly shown on the attached exhibits.

B. Existing Land Use and Zoning

The Property is undeveloped and is currently zoned I-1, Light Industrial, with a NORMAN 2025 designation of Industrial. This request seeks to rezone the Property to a Planned Unit Development and amend the Property’s NORMAN 2025 designation to Mixed-Use.

C. Elevation and Topography

The Property contains elevations ranging from approximately 1130 to 1104. The Property generally slopes to the floodplain located south and southeast of the Property.

D. Drainage

A drainage report will be provided to City Staff as part of the Preliminary Plat application.

E. Utility Services

All necessary utilities for this project (including water, sewer, gas, telecommunications, and electric) are currently located within the necessary proximity to serve the Property, or they will be extended as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Conceptual Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed in compliance with the Conceptual Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 36-509 of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference, and further depict the development criteria for the Property.

A. Uses Permitted:

The Property will be developed as mixed-use development, featuring a variety of uses including, but not limited to, commercial, office, light-industrial, and a diversity of multi-family residential uses within the Property. The development of the Property shall be divided into four (4) development areas for purposes of allowable uses and area regulations. Development Area 1 will contain Tracts 1 – 4 and will contain the bulk of the commercial allowances within the Property with additional allowances for mixed-use multifamily residential. Development Area 2 will contain Tracts 5 – 6 and will feature a diversity of office, warehouse, commercial, and light-industrial uses. Development Area 3 will contain Tract 7 and will allow for duplexes. Development Area 3 is expected to contain approximately 20 dwelling units. Development Area 4 will contain Tracts 8 – 9 and will allow for multifamily townhomes and apartments. Development Area 4 is expected to contain approximately 135 dwelling units including approximately 75 units in Tract 8 and 60 units in Tract 9. A complete list of the allowable uses for each Development Area within the Property is attached as **Exhibit C**. It is understood and acknowledged that the boundaries of the individual Tracts and Development Areas have not been finalized as this development is at the preliminary plat stage, and, subject to Section 36-509 of the City of Norman's PUD Ordinance, the final legal descriptions and lot sizes may fluctuate prior to the filing of a final plat. Therefore, the boundaries of the Development Areas may fluctuate so long as such modification does not result in a substantial deviation from the Conceptual Site Development Plan.

B. Area Regulations:

1. Development Area 1: Commercial, Hospitality, & Mixed-Use Residential

Building Setback: There shall be a twenty foot (20') building setback from Jenkins Ave. There shall be a twenty-five foot (25') setback from Sooner Ave. and Oklahoma Ave. Buildings may not encroach upon public easements or rights-of-way. Otherwise, there is no required front, rear, or side yard building setback.

Height: There shall be no height limit for any building or structure in Development Area 1 of the Property.

2. Development Area 2: Office, Warehouse, and Light-Industrial

Building Setback: There shall be a twenty foot (20') building setback from Jenkins Ave. Otherwise, there is no required front, rear, or side yard setback.

Height: There shall be no height limit for any building or structure in Development Area 2 of the Property.

3. Development Area 3: Multi-Family Duplexes

Front Yard: The minimum depth of the front yard shall be 20 feet.

Side Yard: There shall be no minimum side yard setback, except to the extent necessary to accommodate any applicable fire rating separation.

Rear Yard: The minimum rear yard setback shall be ten feet (10').

Height: The maximum height for Development Area 3 shall be three (3) stories.

Lot Width: Minimum lot width shall be forty-five-feet (45').

Impervious Area: Impervious area of a lot shall not exceed sixty-five percent (65%).

4. Development Area 4: Multi-Family Apartments and Townhomes

Front Yard: For Tract 9 (Lot 1, Block 3 of the Preliminary Plat), the North setback shall be twenty-five feet (25') and shall be deemed the front yard. All other lots within Development Area 4 shall have a minimum twenty-foot (20') setback, with corner lots allowed to have a fifteen-foot (15') setback as shown on the Conceptual Site Development Plan.

Side Yard: Tract 9 shall have a five-foot (5') side yard setback. All other lots within Development Area 4 shall have a fifteen foot (15') side yard setback.

Rear Yard: Tract 9 shall have a twenty-foot (20') rear yard setback (along the southern property line). All other lots within Development Area 4 shall have a minimum ten foot (10') rear yard setback.

Height: The maximum height for Development Area 4 shall be five (5) stories.

Lot Width: Minimum lot width shall be fifty feet (50').

Impervious Area: Impervious area of a lot shall not exceed sixty-five percent (65%).

C. Additional Development Criteria:

1. Exterior Materials

The exterior of the commercial, office, or apartment buildings constructed within the Property may be constructed of brick, stone, synthetic stone, wood, glass, stucco, EIFS, masonry, metal accents, and any combination thereof. Industrial, warehouse, and storage buildings shall be allowed to be constructed of all of the above materials as well as metal exteriors with aggregate, sandblasted or textured coating finish. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

2. Sanitation

Trash dumpsters may be located as depicted on the Conceptual Site Development Plan or in locations as may be approved by City sanitation services.

3. Signage

Each Tract may contain up to two (2) identification/directional ground signs. The identification ground signs for each Tract may be a maximum of 100 square feet per side and shall generally be located at the entrance to each Tract. Also, each Tract may contain up to two (2) monument or pylon signs generally located near the entrances to each Tract, and with each Monument sign allowing for a maximum of 300 square feet per side. The identification ground and/or monument signs shall otherwise comply with the sign standards of the City of Norman Sign Code, as may be amended, as applicable to the underlying use for each Tract. All other signs shall comply with the sign standards of the City of Norman Sign Code as applicable to the underlying use for each Tract.

4. Traffic access and circulation

Access to the Property shall be permitted in the manner depicted on the attached Conceptual Site Development Plan.

5. Open Space

The areas initially planned as open space are depicted on the conceptual open space exhibit attached hereto as **Exhibit E**. The current layout shows approximately 20% of the total acreage as open space.

6. Parking

Parking for the Property may be developed in general compliance with the parking layout shown on the Conceptual Site Development Plan. The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

7. Landscaping and Fencing

Landscaping shall be installed in order to meet or exceed the City of Norman's applicable landscaping requirements. Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. Fencing placement and height shall comply with applicable City ordinances, as amended from time to time.

8. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

9. Phasing

It is anticipated that the Property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, as may be amended.

EXHIBIT A

Legal Description of the Property

A tract of land in the Southwest Quarter (SW/4) of Section Eight (8), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter (SW/4);

Thence North 00°12'02" West along the West line of said Southwest Quarter (SW/4) a distance of 1846.74 feet to a point on the Southerly Right-of-Way line of State Highway No. 9;

Thence along said Right-of-Way line the following three (3) courses:

- 1) Along a curve to the left having a radius of 10,592.95 feet, a chord bearing South 69°52'15" East and a chord distance of 255.98 feet for an arc distance of 255.96 feet;
- 2) South 70°33'47" East for a distance of 153.36 feet;
- 3) Along a curve to the left having a radius of 5,521.46 feet, a chord bearing South 81°00'47" East and a chord distance of 2002.95 feet, for an arc distance of 2014.10 feet; Thence South 60°07'38" West for a distance of 540.23 feet; Thence South 50°24'05" West a distance of 831.50 feet;

Thence South 08°29'33" West for a distance of 594.59 feet to a point on the South line of said Southwest Quarter (SW/4);

Thence South 89°42'35" West along said South line a distance of 1159.07 feet to the Point of Beginning.

EXHIBIT C
Allowable Uses

Allowable Uses:

Development Area 1

- Gas Station/Convenience
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.

- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, Telephone, or Television Store.
- Outdoor Patio.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern
 - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- T-Shirt Printing or Similar Sales or Services.
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- High Density Multifamily Uses, which includes apartment buildings, either stand alone or above ground floor office/commercial uses, together with clubhouse, leasing office, fitness center, garage buildings, and similar associated uses;

- Short-term rentals.
- Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

Development Area 2

- Office buildings and office uses.
- Self-Storage/Personal Storage.
- Warehouse buildings and warehouse uses.
- Automobile sales and service, but not including automobile or machinery wrecking establishments or junk yards.
- Boat sales and service.
- Building materials sales yard, including the sale of rock, sand, gravel, and cement and the like as an incidental part of the main business. This shall not be construed as permitting a cement batch plant or transit mix plant.
- Contractor's equipment storage yard or yard for rental equipment of a type commonly used by contractors.
- Farm machinery or contractor's machinery storage yard.
- Mobile home and camper sales.
- Public utility service company yard or electric receiving or transforming station.
- Truck and farm implement sales and service.
- Truck terminal.
- Veterinary hospital.
- Trade schools and schools for vocational training.
- Medical buildings and medical uses.

Development Area 3

- Single Family dwelling
- Two-family dwelling (duplex)
- Single Family dwelling and a garage apartment
- Family day care home
- General purpose farm or garden
- Home occupation
- Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot
- Short-term rentals

Development Area 4

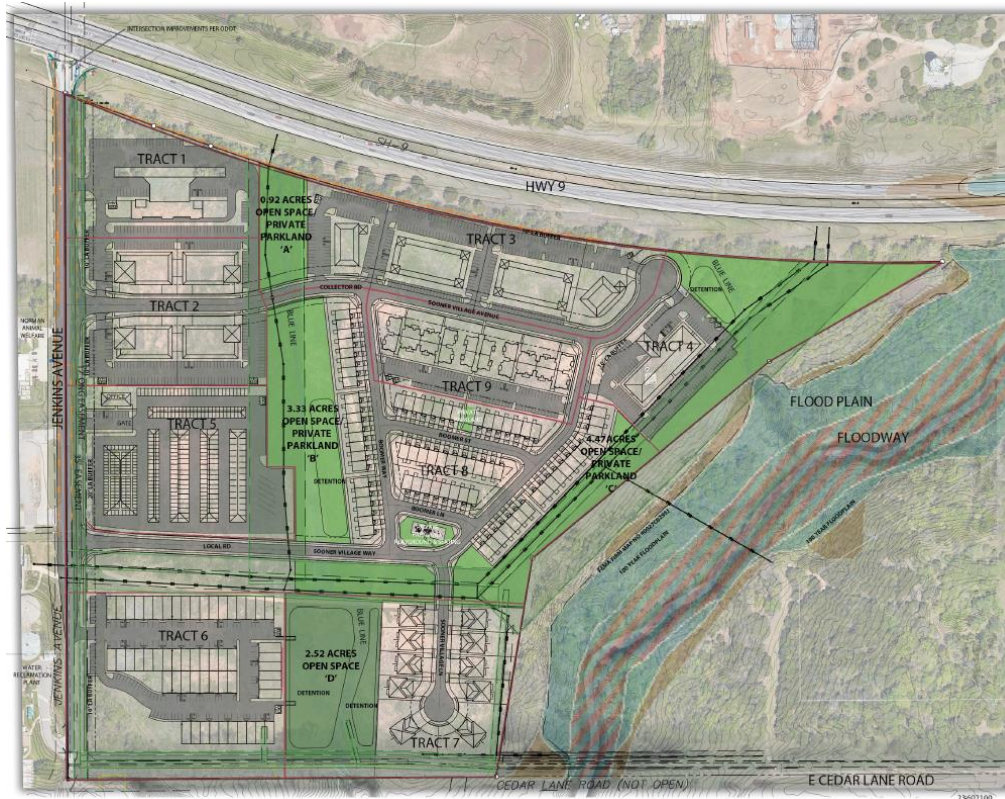
- High Density Multifamily Uses, which include:
 - Apartment buildings, together with clubhouse, leasing office, fitness center, garage buildings, and similar associated uses;
 - Townhouse Development;
 - Short-term rentals; and
 - Accessory buildings and uses customarily incidental to any of the above uses when located on the same lot.

- Attached single family dwellings or detached zero lot line single family dwellings, provided that such uses comply with the area regulations enumerated above for this allowable use category;
- Two-family dwelling (duplex), or a single-family dwelling with a garage apartment.

EXHIBIT E

Open Space

Full Size Documents Submitted to City Staff



OPEN SPACE AREAS

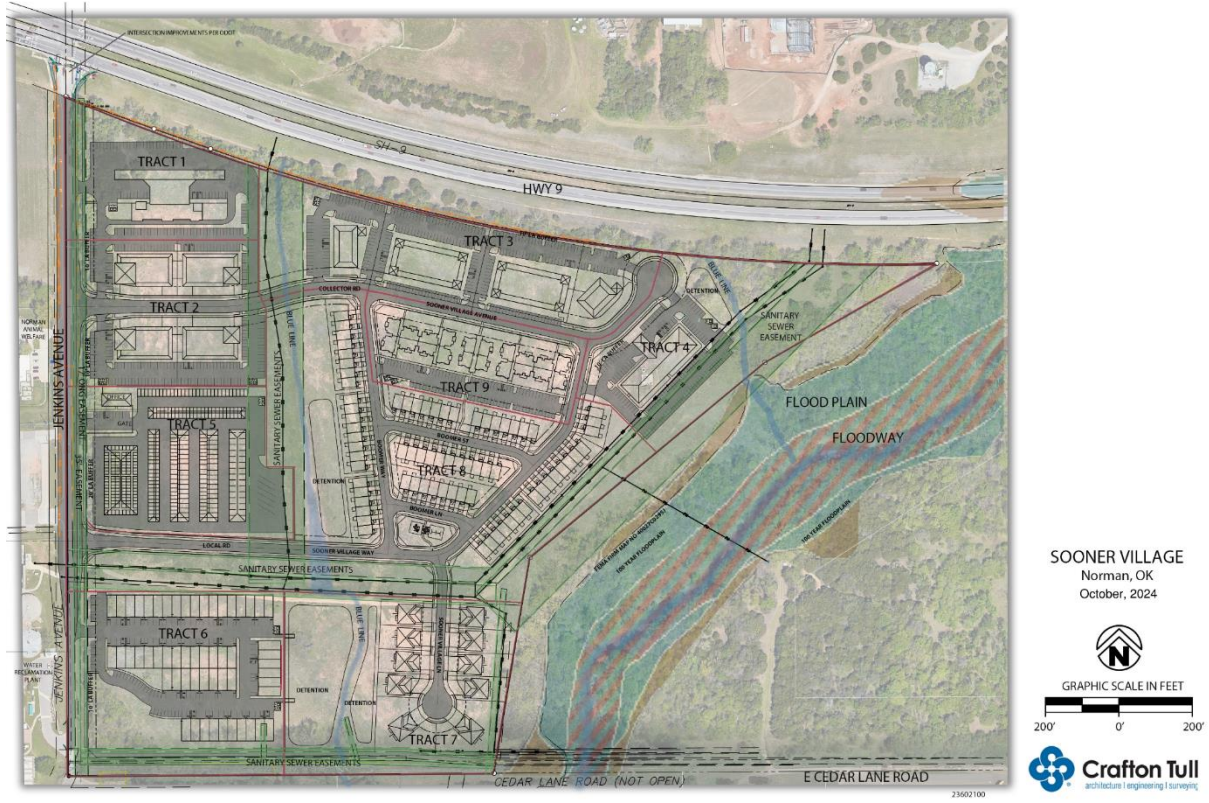
AREA A:	0.92 ACRES
AREA B:	3.33 ACRES
AREA C:	4.47 ACRES
AREA D:	2.52 ACRES
TOTAL:	11.24 ACRES OF 56.54 ACRES
PERCENT OF OVERALL ACREAGE: 20%	
PARKLAND DEDICATION	
TWO-FAMILY UNITS:	20
TOWNHOME UNITS:	74
MULTIFAMILY GARDEN UNITS:	60
MULTIFAMILY UNITS OVER RETAIL:	56
TOTAL UNITS:	210
1.77 PER DWELLING UNIT X 210 = 372	
372 X 0.0025 ACRES/PER = 0.93 ACRES	
PRIVATE PARKLAND REQUIREMENT:	2 X 0.93 AC = 1.86 ACRES
PRIVATE PARKLAND IS MADE UP OF OPEN SPACE A, B, C AND INTERNAL OPEN SPACES WITHIN TRACT 8. AREA ENCOMPASSES OVER 7 USABLE ACRES OF PASSIVE AND ACTIVE SPACES, INCLUDING A PLAYGROUND AND SEATING AREAS	

OPEN SPACE PLAN w/ PRIVATE PARKLAND AREAS ILLUSTRATED
SOONER VILLAGE
 Norman, OK
 October 2024

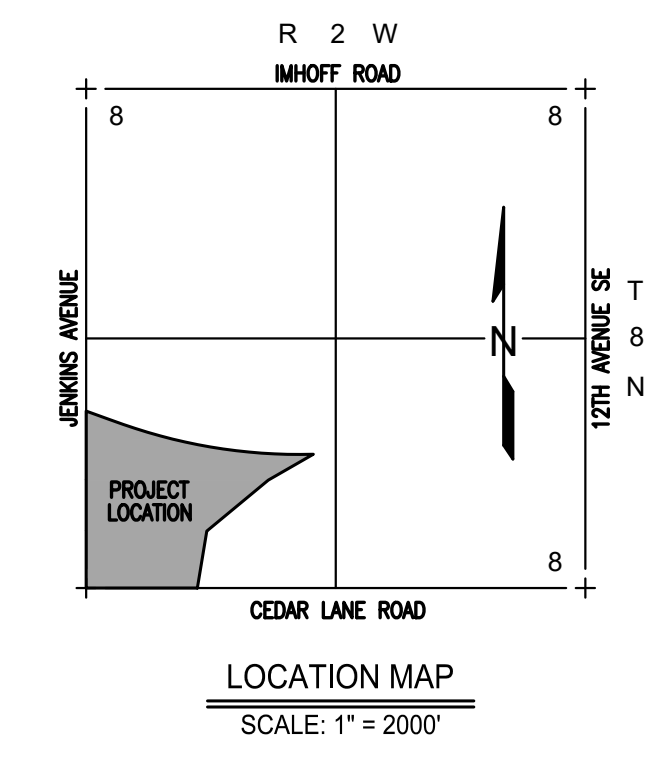
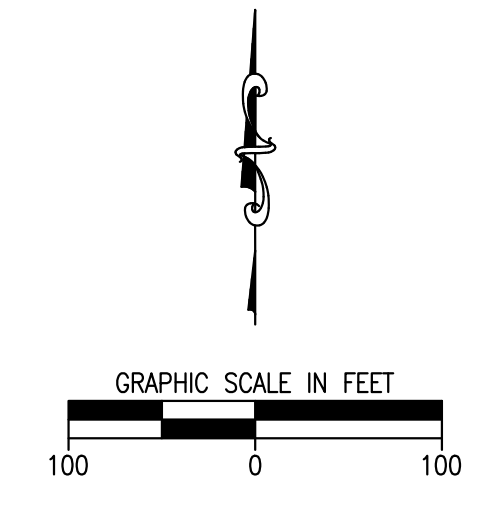
GRAPHIC SCALE IN FEET
 200' 0' 200'

Craffon Tull
 architects | engineers | planners

EXHIBIT F
Site Plan
Full Size Documents Submitted to City Staff



PRELIMINARY PLAT
OF
SOONER VILLAGE
A PLANNED UNIT DEVELOPMENT
A PART OF THE SW/4 OF SECTION 8, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



RESIDENTIAL COUNT:

DUPLEX UNITS	20 UNITS
MULTI-PLEX UNITS	75 UNITS
APARTMENT UNITS	60 UNITS

LEGEND

BL	BUILDING LIMIT LINE
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
SE	SIDEWALK EASEMENT (3')
PE	EX. PIPELINE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
R/W	RIGHT-OF-WAY
(DR.)	DRAINAGE RELATED COMMON AREA
LB	LANDSCAPE BUFFER

- NOTES**
- EXISTING ZONING IS I-1 LIGHT INDUSTRIAL DISTRICT. PROPOSED ZONING IS P.U.D.
 - ALL PUBLIC UTILITIES SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS.
 - ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY OF NORMAN STANDARDS.
 - ALL PUBLIC UTILITIES WILL BE IN DEDICATED EASEMENTS.
 - ALL SANITARY SEWER LINES TO BE 8" DIA. UNLESS NOTED OTHERWISE.
 - ALL WATER LINES TO BE 8" DIA. UNLESS NOTED OTHERWISE.
 - FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
 - ALL ISLANDS AND/OR MEDIANS WITHIN STREET RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF SOONER VILLAGE.
 - REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
 - ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
 - THE WATERLINE CONSTRUCTION WILL BE DESIGNED WITH FINAL PLATS TO LOOP THE 8" WATERLINES TO COMPLY WITH ENGINEERING REQUIREMENTS.
 - PARK LAND DEDICATION REQUIRED:
0.83 ACRES (SINGLE-FAMILY & DUPLEX)
1.77 ACRES (MULTI-FAMILY)

LEGAL DESCRIPTION

A tract of land in the Southwest Quarter (SW/4) of Section Eight (8), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

Beginning at the Southwest corner of said Southwest Quarter (SW/4); thence North 00°12'02" West (N00°14'56" W) along the West line of said Southwest Quarter (SW/4) a distance of 1846.74 feet to a point on the Southerly Right-of-Way line of State Highway No. 9; thence along said Right-of-Way line the following three (3) courses:

- Along a curve to the left having a radius of 10,592.95 feet, a chord bearing South 69°52'15" East (S69°55'09" E) and a chord distance of 255.98 feet for an arc distance of 255.98 feet; thence
- South 70°33'47" East (S70°36'41" E) for a distance of 153.36 feet; thence
- Along a curve to the left having a radius of 5,521.46 feet, a chord bearing South 81°00'47" East (S81°03'41" E) and a chord distance of 2002.95 feet, for an arc distance of 2014.10 feet; thence

South 60°07'38" West (S60°04'44" W) for a distance of 540.23 feet; thence South 50°24'05" West (S50°21'11" W) a distance of 831.50 feet; thence South 08°29'33" West (S08°26'39" W) for a distance of 594.59 feet to a point on the South line of said Southwest Quarter (SW/4); thence South 89°42'35" West (S89°39'41" W) along said South line a distance of 1159.07 feet to the Point of Beginning.

Said tract contains 2,462,745 Sq Ft or 56.55 Acres, more or less.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	255.98'	10592.95'	001°23'04"	S69° 55' 09"E	255.98'
C2	2014.10'	5521.46'	020°54'00"	S81° 03' 41"E	2002.95'
C3	162.18'	500.00'	018°35'03"	N80° 51' 08"E	161.47'
C4	269.74'	500.00'	030°54'37"	S87° 00' 55"W	266.48'
C5	100.29'	100.00'	057°27'51"	N73° 44' 18"E	96.14'
C6	52.36'	100.00'	030°00'00"	N30° 00' 22"E	51.76'
C7	32.87'	100.00'	018°49'54"	S03° 03' 16"W	32.72'
C8	15.66'	100.00'	008°58'30"	N01° 52' 26"W	15.65'
C9	84.51'	100.00'	048°25'21"	N68° 24' 09"E	82.02'
C10	55.36'	100.00'	031°43'16"	N28° 19' 51"E	54.66'
C11	32.87'	100.00'	018°49'54"	N86° 56' 44"W	32.72'
C12	55.36'	100.00'	031°43'16"	N61° 40' 09"W	54.66'
C13	32.87'	100.00'	018°50'03"	N86° 56' 40"W	32.72'
C14	55.36'	100.00'	031°43'07"	N61° 40' 05"W	54.66'
C15	25.67'	100.00'	014°42'37"	N04° 48' 27"W	25.60'
C16	4.61'	100.00'	002°38'22"	N88° 42' 22"W	4.61'

COMMON AREAS:

C/A 'A' (DR.)	2.59 ACRES
C/A 'B'	0.21 ACRES
C/A 'C' (DR.)	4.66 ACRES
C/A 'D' (DR.)	1.62 ACRES
TOTAL C/A (SITE)	9.08 ACRES

STORM DRAINAGE DETENTION FACILITY EASEMENT

Drainage Detention Facility Easements are hereby established as shown to provide for Detention of Storm Surface Water and constructed as approved by the City Engineer. All maintenance within the Drainage Detention Facility Easement shall be the right, duty and responsibility of the Property Owners Association in the plat of SOONER VILLAGE; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the City, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said Property Owners Association. Officials representing the Public Works Department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the Public Works Department, Property Owners Association may construct improvements within the easement, provided the improvement does not interfere with the function of the Detention Facility.

PRELIMINARY PLAT
SOONER VILLAGE - A PLANNED UNIT DEVELOPMENT

300 Points Parkway Blvd.
Tulsa, Oklahoma 74399

Crafton Tull
architectural | engineering | surveying

405.787.6270 | 405.787.6274
www.craftontull.com

SHEET NO.: 1 of 2
DATE: 09/30/2024
PROJECT NO.: 23602100

OWNER/DEVELOPER
HIGHWAY 9 JENKINS M&J INVESTMENTS
GROUP, LLC
2252 N BROADWAY
MOORE, OK 73160
PH: 405.692.2222

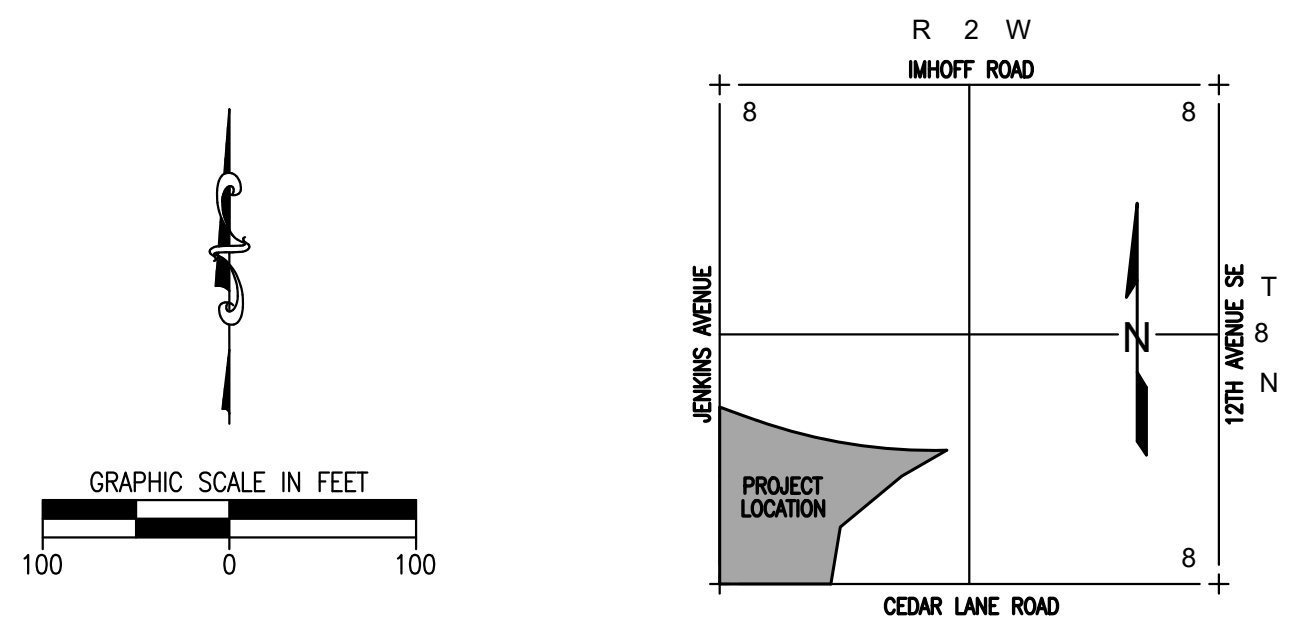
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TOTAL C/A (SITE)	9.08 ACRES

LEGEND

BL	BUILDING LIMIT LINE
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
SE	SIDEWALK EASEMENT (3')
PE	EX. PIPELINE EASEMENT
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
R/W	RIGHT-OF-WAY
(DR.)	DRAINAGE RELATED COMMON AREA
LB	LANDSCAPE BUFFER

PRELIMINARY SITE DEVELOPMENT PLAN
OF
SOONER VILLAGE
A PLANNED UNIT DEVELOPMENT
A PART OF THE SW/4 OF SECTION 8, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	63.60'	N13° 52' 47"W
L2	33.36'	N08° 48' 24"E
L3	38.60'	S13° 52' 47"E
L4	75.82'	S89° 58' 38"W
L5	27.67'	S87° 23' 11"E
L6	25.00'	S13° 52' 47"E
L7	29.96'	N12° 55' 54"E
L8	76.04'	S12° 28' 13"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	255.96'	10592.96'	001°23'04"	S69° 55' 09"E	255.96'
C2	2014.10'	5521.46'	020°54'00"	S81° 03' 41"E	2002.95'
C3	255.96'	10592.96'	001°23'04"	N69° 55' 09"W	255.96'
C4	145.08'	5521.46'	001°30'20"	N71° 21' 51"W	145.08'
C5	1154.96'	5521.46'	011°59'06"	N78° 06' 34"W	1152.85'
C6	63.18'	100.00'	036°11'58"	N26° 54' 23"E	62.13'
C7	100.29'	100.00'	057°27'51"	N73° 44' 18"E	96.14'
C8	269.74'	500.00'	030°54'37"	N87° 00' 55"E	266.48'
C9	39.80'	500.00'	004°33'37"	N73° 50' 25"E	39.78'
C10	714.06'	5521.46'	007°24'35"	N87° 48' 24"W	713.56'
C11	32.87'	100.00'	018°49'54"	N03° 03' 16"E	32.72'
C12	21.91'	500.00'	002°30'40"	N78° 47' 07"W	21.91'
C13	5.18'	100.00'	002°58'05"	N78° 00' 49"W	5.18'

LEGAL DESCRIPTION

A tract of land in the Southwest Quarter (SW/4) of Section Eight (8), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

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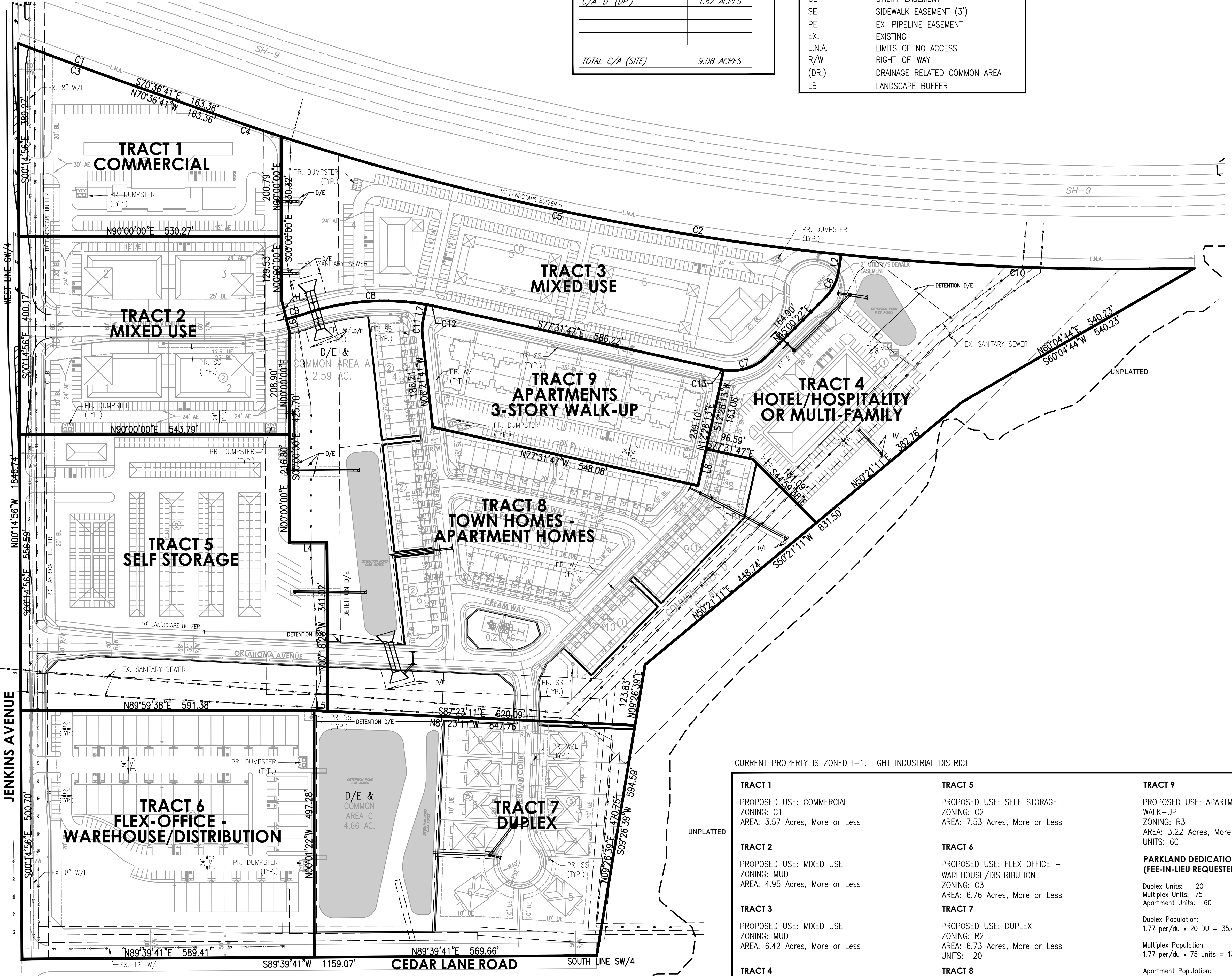
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- 2) South 70°33'47" East (S70°36'41" E) m) for a distance of 153.36 feet; thence
- 3) Along a curve to the left having a radius of 5,521.46 feet, a chord bearing South 81°00'47" East (S81°03'41" E) m) and a chord distance of 2002.95 feet, for an arc distance of 2014.10 feet; thence

South 60°07'38" West (S60°04'44" W) m) for a distance of 540.23 feet; thence South 50°24'05" West (S50°21'11" W) m) a distance of 831.50 feet; thence South 08°29'33" West (S08°26'39" W) m) for a distance of 594.59 feet to a point on the South line of said Southwest Quarter (SW/4); thence South 89°42'35" West (S89°39'41" W) m) along said South line a distance of 1159.07 feet to the Point of Beginning.

Said tract contains 2,462,745 Sq Ft or 56.54 Acres, more or less.

CURRENT PROPERTY IS ZONED I-1: LIGHT INDUSTRIAL DISTRICT

<p>TRACT 1</p> <p>PROPOSED USE: COMMERCIAL ZONING: C1 AREA: 3.57 Acres, More or Less</p>	<p>TRACT 5</p> <p>PROPOSED USE: SELF STORAGE ZONING: C2 AREA: 7.53 Acres, More or Less</p>	<p>TRACT 9</p> <p>PROPOSED USE: APARTMENTS 3-STORY WALK-UP ZONING: R3 AREA: 3.22 Acres, More or Less UNITS: 60</p>
<p>TRACT 2</p> <p>PROPOSED USE: MIXED USE ZONING: MUD AREA: 4.95 Acres, More or Less</p>	<p>TRACT 6</p> <p>PROPOSED USE: FLEX OFFICE - WAREHOUSE/DISTRIBUTION ZONING: C3 AREA: 6.76 Acres, More or Less</p>	<p>PARKLAND DEDICATION (FEE-IN-LIEU REQUESTED)</p> <p>Duplex Units: 20 Multiplex Units: 75 Apartment Units: 60</p>
<p>TRACT 3</p> <p>PROPOSED USE: MIXED USE ZONING: MUD AREA: 6.42 Acres, More or Less</p>	<p>TRACT 7</p> <p>PROPOSED USE: DUPLEX ZONING: R2 AREA: 6.73 Acres, More or Less UNITS: 20</p>	<p>Duplex Population: 1.77 per/du x 20 DU = 35.40 per</p> <p>Multiplex Population: 1.77 per/du x 75 units = 132.75 per</p> <p>Apartment Population: 1.77 per/du x 60 units = 106.20 per</p> <p>Total Population: 275 per</p>
<p>TRACT 4</p> <p>PROPOSED USE: HOTEL/HOSPITALITY or MULTY-FAMILY ZONING: CO AREA: 5.35 Acres, More or Less</p>	<p>TRACT 8</p> <p>PROPOSED USE: TOWN HOMES - APARTMENT HOMES ZONING: RM-6 AREA: 12.00 Acres, More or Less UNITS: 75</p>	<p>Parkland Requirement: 275 per x 0.0025ac/per = 0.69 ac.</p>



DRAWING: 09/30/2014 10:28:00 AM C:\PROJECTS\SOONER VILLAGE\DWG\PRELIMINARY SITE DEVELOPMENT PLAN.DWG

PRELIMINARY SITE DEVELOPMENT PLAN
SOONER VILLAGE - A PLANNED UNIT DEVELOPMENT

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architectural | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

SHEET NO.: 2 of 2
DATE: 09/30/24
PROJECT NO.: 23602100

CERTIFICATE OF AUTHORIZATION:
CA 1973 (REVISED) EXPIRES 6/30/2024

OPEN SPACE AREAS

AREA A: 0.92 ACRES
AREA B: 3.33 ACRES
AREA C: 4.47 ACRES
AREA D: 2.52 ACRES

TOTAL: 11.24 ACRES OF 56.54 ACRES

PERCENT OF OVERALL ACREAGE: 20%

PARKLAND DEDICATION

TWO-FAMILY UNITS: 20
TOWNHOME UNITS: 74
MULTI-FAMILY GARDEN UNITS: 60
MULTI-FAMILY UNITS OVER RETAIL: 56

TOTAL UNITS: 210

1.77 PER DWELLING UNIT X 210 = 372

372 X 0.0025 ACRES/PER = 0.93 ACRES

PRIVATE PARKLAND REQUIREMENT:
2 X 0.93 AC = 1.86 ACRES

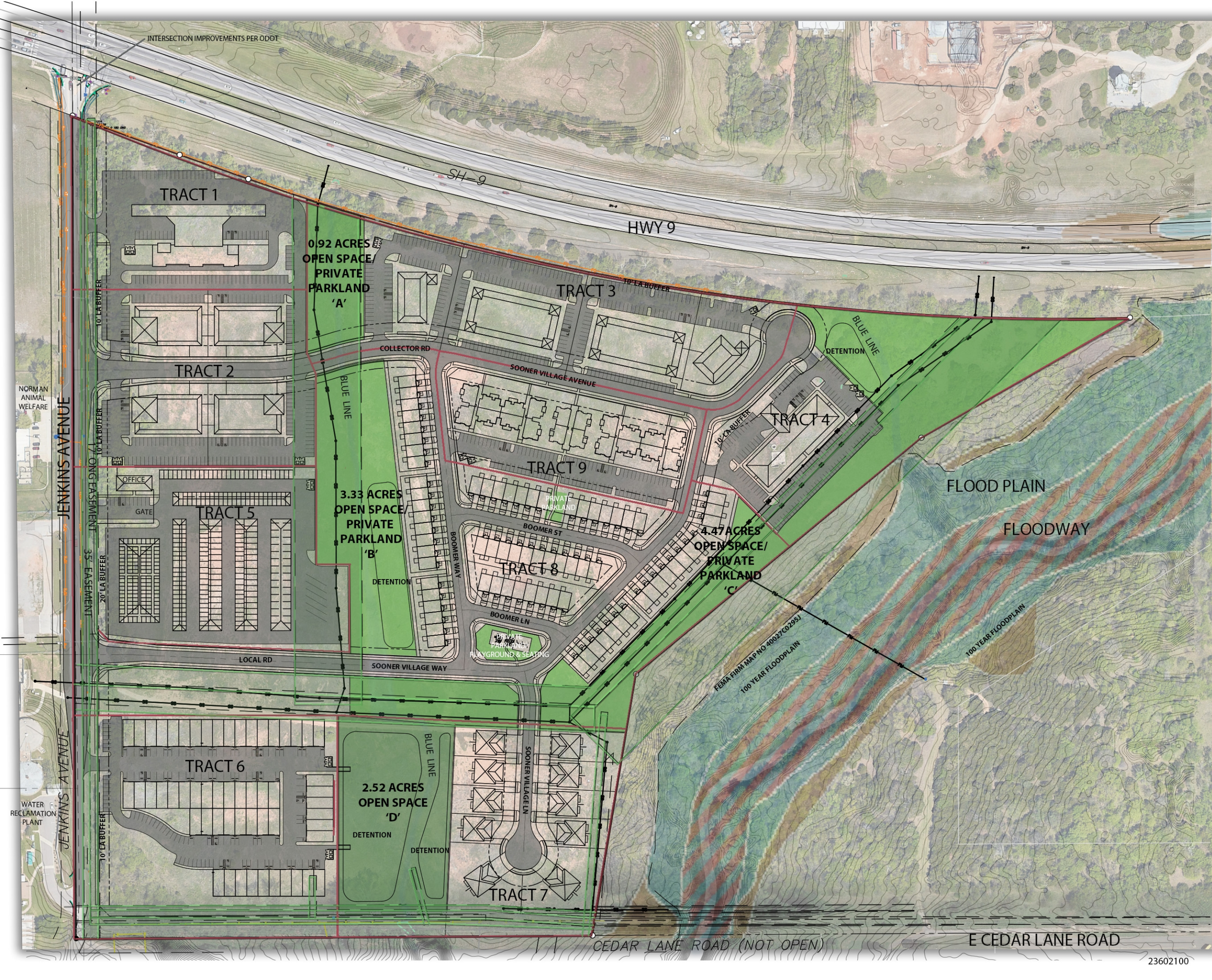
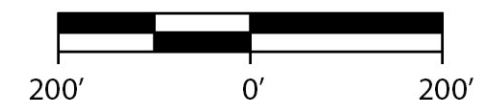
PRIVATE PARKLAND IS MADE UP OF OPEN SPACE A, B, C AND INTERNAL OPEN SPACES WITHIN TRACT 8. AREA ENCOMPASSES OVER 7 USABLE ACRES OF PASSIVE AND ACTIVE SPACES, INCLUDING A PLAYGROUND AND SEATING AREAS

OPEN SPACE PLAN w/ PRIVATE PARKLAND AREAS ILLUSTRATED

SOONER VILLAGE
Norman, OK
October 2024



GRAPHIC SCALE IN FEET



Applicant: Highway 9 Jenkins M&J Investments, LLC

Project Location: SE Corner of Highway 9 and Jenkins Ave

Case Number: PD 23-40

Time: 5:30 p.m.

Applicant Representative:

Sean Rieger, Applicant representative

Attendees:

Roberta Pailes

Sonja Potts

Allyson Wilson

T. Perkins

Adam Ross

Rex Valouch

Kevin Potts

Council Member Stephen Holman

Council Member Helen Grant

City Staff:

Mayor Larry Heikkila

Jane Hudson, Planning and Community Development Director

Scott Sturtz, City Engineer

David Riesland, Transportation Engineer

Kathryn Walker, City Attorney

Melissa Navarro, Planner II

Whitney Klin, Admin Tech III

Application Summary:

A request for rezoning from L-1, Light Industrial District, to PUD Planned Unit Development, amendment to Norman 2025 and platting to facilitate a mixed-use development.

Neighbor's Comments/Concerns/Responses:

The applicant explained the rezoning process and details of the project to attendees. A neighbor asked about the drainage plan of the project because he is worried the runoff will go to his property. The applicant explained the project would follow the city's standards. Another neighbor asked about protecting the creek from oil spills on parking lots. Again, the applicant explained that the project would follow the city's standards. An attendee asked about the trees and the reserve close by. The applicant explained the site was cleared a few years ago, and they are unaware of any reserve. There were other questions regarding the height of buildings, the width of the right of way, and who was paying for the road improvements. The applicant replied the buildings would be three, the right of way 50 feet, and the developer would pay for road improvements. The applicant's engineer arrived and explained the drainage plan in more detail.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2024

REQUESTER: Highway 9 Jenkins M&J Investments, LLC

PRESENTER: Justin Fish, Planner I

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-28: 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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKIINGS AVENUE)

APPLICANT/REPRESENTATIVE: Highway 9 Jenkins M&J Investments, LLC/Rieger Sadler Joyce LLC

LOCATION: Southeast corner of East State Hwy 9 and Jenkins Ave

WARD: 7

CORE AREA: No

REQUESTED ACTION: Rezoning from I-1, Light Industrial District to PUD, Planned Unit Development District

LAND USE PLAN DESIGNATION: Industrial

PROPOSED LAND USE PLAN DESIGNATION: Mixed Use

GROWTH AREA DESIGNATION: Future and Current Urban Service Area

PROPOSED GROWTH AREA DESIGNATION: Current Urban Service Area

BACKGROUND: The applicant requests rezoning from I-1, Light Industrial District, to a Planned Unit Development, PUD, District for approximately 56.54 acres. The PUD would allow for the development of a mixed-use community, featuring a variety of uses including, but not limited to, commercial, office, light-industrial, and a diversity of multi-family residential uses within the property. The requested rezoning will also require a NORMAN 2025 Land Use Plan amendment and a preliminary plat.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-26, October 17, 2023

There was no quorum for the October 17, 2023 Greenbelt Commission meeting.

PRE-DEVELOPMENT: PD23-40, November 30, 2023

The applicant explained the rezoning process and details of the project to attendees. A neighbor asked about the drainage plan of the project because he is worried the runoff will go to his property. The applicant explained the project would follow the city's standards. Another neighbor asked about protecting the creek from oil spills on parking lots. Again, the applicant explained that the project would follow the city's standards. An attendee asked about the trees and the reserve close by. The applicant explained the site was cleared a few years ago, and they are unaware of any reserve. There were other questions regarding the height of buildings, the width of the right of way, and who was paying for the road improvements. The applicant replied the buildings would be three stories, the right of way 50 feet, and the developer would pay for road improvements. The applicant's engineer arrived and explained the drainage plan in more detail.

BOARD OF PARKS COMMISSIONERS: This proposal went to the Board of Parks Commissioners in December 2023. It received a Private Park decision in a unanimous vote.

ZONING ORDINANCE CITATION:

SECTION 36-509, PUD, PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other

common facilities than would otherwise be required under conventional land development regulations.

- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS:

USE: The allowable uses for this PUD are included in the PUD Narrative as Exhibit C, Allowable Uses. The uses are divided into Development Area. Area 1 contains the bulk of commercial uses with additional allowances for mixed-use multifamily residential. Development Area 2 contains office, warehouse, commercial, and light-industrial uses. Development Area 3 will contain medium density uses such as duplexes and is expected to contain approximately 20 dwelling units. Development Area 4 is comprised of approximately 135 dwelling units of medium to high density residential uses. A complete list of the allowable uses for each Development Area within the Property is shown within Exhibit C.

SITE PLAN/ACCESS:

The proposed Site Development plan shows five new access points off Jenkins Ave. Tracts five and six are only accessible from one dedicated access point. Sooner Ave. and Oklahoma Ave. are the two main access points for the proposed development. Tracts one, two, three, four, seven, eight, and nine can be accessed from either of these points of access. Detention will be provided in several areas throughout the development. Sidewalks are shown throughout all tracts except five and six. The Preliminary Site Development Plan details the proposed use for each tract.

PARKING: The PUD narrative states that parking for the Property may be developed in general compliance with the parking layout shown on the Conceptual Site Development Plan. The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

LANDSCAPING: As applicable, landscaping will be installed and maintained according to Section 36-551, Landscaping Requirements for Off-Street Parking Facilities.

SIGNAGE: Each lot may contain up to two (2) identification/directional ground signs. The identification ground signs for each lot may be a maximum of 100 square feet per side and shall generally be located at the entrance to each lot. Also, each lot may contain up to two (2) monument or pylon signs generally located near the entrances to each lot, and with each monument sign allowing for a maximum of 300 square feet per side. The identification ground and/or monument signs shall otherwise comply with the sign standards of the City of Norman Sign Code, as may be amended, as applicable to the underlying use for each lot. All other Signage will comply with the applicable commercial or residential signage regulations in Chapter 28.

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.

SANITATION/UTILITIES: Dumpsters will be utilized for sanitation services in locations shown on the attached Preliminary Site Development Plan. All locations will be reviewed and approved by City Staff.

EXTERIOR MATERIALS: The exterior of the commercial, office, or apartment buildings constructed within the property may be constructed of brick, stone, synthetic stone, wood, glass, stucco, EIFS, masonry, metal accents, and any combination thereof. Industrial, warehouse, and storage buildings shall be allowed to be constructed of all of the above materials as well as metal exteriors with aggregate, sandblasted or textured coating finish. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review within the development.

HEIGHT: There shall be no height limit for any building or structure in Development Areas 1 or 2. The maximum height for Development Area 3 shall be three (3) stories. The maximum height for Development Area 4 shall be five (5) stories.

FENCING/WALLS: Any fencing placement and height shall comply with Section 36-552, Fencing, Walls, and Screening, as amended from time to time.

OPEN SPACE: The PUD Narrative states approximately 20% of the subject property shall be used as open space. The areas initially planned as open space are depicted on Exhibit E, Open Space.

PHASING: It is anticipated that the property will be developed in multiple phases. The timing and number of future phases will be determined by market demand and absorption rates and shall comply with Norman City Code 36-509, Planned Unit Developments, as may be amended.

EXISTING ZONING: The property is currently zoned I-1, Light Industrial District. I-1 does not allow for the various residential and commercial uses being proposed.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed use will be more intense than the existing undeveloped traffic patterns of the current zoning and land use designations. Five new access points to the property

are proposed along Jenkins Ave. The City Traffic Engineer has determined future traffic capacities on Jenkins Ave. and State Hwy 9 will exceed the demand for existing and proposed trips of this development as a result of ODOT designing improvements to State Hwy 9 and the developer agreeing to widen Jenkins Ave south of State Hwy 9.

OTHER AGENCY COMMENTS:

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

PUBLIC WORKS/ENGINEERING: Please see the attached report from Engineering regarding the Preliminary Plat.

TRAFFIC ENGINEER: Please see the attached traffic report from City Traffic Engineer.

UTILITIES: A 12-inch water main is required along Jenkins Avenue if the existing water main is confirmed to be an 8-inch water main. Proposed development is in close proximity to the existing City of Norman Water Reclamation Facility.

CONCLUSION: Staff forwards this request for rezoning to a PUD, Planned Unit Development and Ordinance O-2324-28 to the Planning Commission for consideration and recommendation to City Council.

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE INDUSTRIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION AND CHANGE APPROXIMATELY 11.5 ACRES FROM FUTRE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)

ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Norman 2025 Map

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-28: 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 EIGHT (8), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHEAST CORNER OF HIGHWAY 9 AND JENKINS AVENUE)

ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Location Map
- 3. Preliminary Plat
- 4. PUD Narrative
- 5. Open Space Exhibit
- 6. Pre-Development Summary

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-10: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY HIGHWAY 9 JENKINS M&J INVESTMENTS, LLC (CRAFTON TULL) FOR SOONER VILLAGE, A PLANNED UNIT DEVELOPMENT FOR 56.54 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHEAT CORNER OF HIGHWAY 9 AND JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Staff Report
- 2. Location Map
- 3. Preliminary Plat
- 4. Traffic Analysis
- 5. Traffic Review Form

Staff Presentation

Justin Fish, Planner I, presented on the proposed PUD.

Commissioner Jablonski asked about the ongoing concerns with Bishop Creek. Todd McLellan, Development Engineer, responded that there was a drainage report submitted.

Applicant Presentation

Sean Rieger, Rieger Sadler Joyce LLC, explained that the proposed PUD would include industrial, housing, and retail uses.

Mr. Rieger also explained that the property would be down-zoned in regards to intensity and is located to the north of the floodplain & floodways.

Commissioner McKown asked what the order of development would be and recommended the housing be built first.

Commissioner Griffith inquired about the height of the apartment building and the possibilities of going up to four or five stories.

Public Comments

Sonja & Kevin Potts, 3620 Barwick Dr, Norman, OK (Protest)
Rex & Jan Valouch, 3661 Jenkins Ave, Norman, OK (Protest)

Commissioner Jablonski explained that this development would bring in more housing with a buffer already set up for open space in regards to where the easements are located.

Commissioner Kindel stated she likes the green space, increased housing to every level, and detention that would be slow release. She hopes City Council will be able to answer questions in regards to who would clean possible debris in Bishop Creek to make sure it is flowing as efficiently as possible.

Motion by Commissioner McDaniel to recommend approval of Ordinance O-2324-28, Resolution R-2324-76, and PP-2324-10; **Second** by Commissioner McKown.

The motion was passed unanimously with a vote of 6-0.

File Attachments for Item:

7. 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.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Frederick Duke

PRESENTER: Frederick Duke, Procurement Analyst

ITEM TITLE: 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.

BACKGROUND:

Section 12-301 of the Code of Ordinances of the City of Norman provides that "The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars (\$1,000) prior to the selling of such supplies, materials, or equipment." The Auction will be conducted by GovDeals. GovDeals does not charge a commission. The City retains 100% of proceeds. GovDeals charges bidders a premium to bid. All items sold at auction are understood to be sold as is. The auction date is to be determined.

DISCUSSION:

The attached list is the supplies, materials, or equipment identified as surplus or obsolete, and is therefore being prepared for sale at auction.

RECOMMENDATION:

It is recommended that the attached list of supplies, materials, or equipment be declared surplus or obsolete, and approved for sale at public auction or disposal.

INVENTORY OF GOODS TO BE AUCTIONED

Department: Fleet

Approved by _____

Signature: *MWJ*

Purchasing Agent

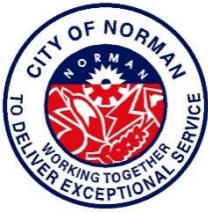
Fred Deke 10-18-24

City Unit No.	Year	Mileage/Hrs	Detailed Description	Serial Number/VIN	Asset Tag No.	Dept/Div
479BU	2016	N/A	Versalift VST	HE150031	N/A	Parks
N/A	N/A	N/A	80 traffic signal/roadway light poles	N/A	N/A	PW Traffic
N/A	N/A	N/A	129 roadway light fixtures	N/A	N/A	PW Traffic
5-0968	2009	233424	CHEVY/GLAVAL C4500/TITAN	1GBE4V1G39F413306	39313	PW Transit
443	2009	110703	Chevy 2500	1GCHK43K49F154867	10811	Parks
5-0967	2009	221882	CHEVY/GLAVAL C4500/TITAN	1GBE4V1G79F413311	33197	PW Transit
200	2009	91131	Chevy Colorado	1GCCS149798137439	15096	Utilities Sanitation
314	2012	79124	Chevy 3500	1GB3CZCG7CF102046	17766	Utilities Line Maint
314CR	2012	N/A	Auto Crane	3203PRX-0711-069	N/A	Utilities Line Maint
314F	N/A	N/A	Bulk Fuel Tank	N/A	N/A	Utilities Line Maint
5-0864	2008	239715	FORD/GLAVAL E450	1FDXE45PX8DB59346	33198	PW Transit
6267	2013	96931	Mack LEV633 Sideloader	1M2AU14C7DM001739	22725	Utilities Sanitation
79T	N/A	N/A	Custom welding trailer	N/A	N/A	PW Fleet
51114	2009	152306	Crown Vic	2FAHP71V39X102270	11331	PD
165	2010	40462	IHC 7600	IHTWYSJT8AJ244517	38942	PW Streets
165S	2010	N/A	Warren Spreader	SC17540	N/A	PW Streets
165P	2010	N/A	Monroe Plow	8/12/1928	N/A	PW Streets
107	2008	5807	Cat 938 G	CAT0938GCRTB03736	N/A	PW Streets
N/A	2023	N/A	Ford Truck Bed	N/A	N/A	PD
797	1986	N/A	John Bean Sprayer	A294330	N/A	Parks
N/A	N/A	N/A	5.3 liter Chevy Engine	N/A	N/A	PW Fleet
N/A	N/A	N/A	Ford Transmission	N/A	N/A	PW Fleet
N/A	N/A	N/A	Miscellaneous tools	N/A	N/A	PW Fleet
N/A	N/A	N/A	Craftsman Tool boxes	N/A	N/A	PW Fleet
0251	2015	93188	Peterbilt 348	1NPSL20X0FD278500	24445	Utilities Sanitation
120	1999	41930	IHC 4700	1HTSCAANOXH676267	14890	PW Streets

1190	2018	54454	Ford Interceptor		1FM5K8ARXJGB12420	34088	PD
1111	2014	157398	Ford Interceptor		1FM5K8AR9EGA81067	22748	PD
N/A	N/A	N/A	T-Post bundle		N/A	N/A	PW Fleet
1104	2014	141306	Ford Interceptor		1FM5K8ARXEGA81059	22740	PD
N/A	N/A	N/A	Golf Ball Dispenser		10603	N/A	Parks
GS1	1995	N/A	Toro Truckster		50555	N/A	PW Fleet
291T	2016	N/A	Titan Trailer		2TVWF4820GD000014	23584	Utilities Sanitation
1219	2010	104521	Ford Crown Vic		2FABP78V4AX116770	15529	PD
1196	2015	132663	Ford Interceptor		1FM5K8AR6FGB51822	24450	PD
N/A	N/A	N/A	CNG tank X 2		N/A	N/A	PW Fleet
N/A	N/A	N/A	A/C unit		N/A	N/A	PW Fleet
N/A	N/A	N/A	Better Built Vault		N/A	N/A	PW Fleet
N/A	N/A	N/A	Honda Water Pump		N/A	N/A	PW Fleet
N/A	N/A	N/A	Bicycle X 3		N/A	N/A	PW Fleet
N/A	N/A	N/A	Filling Cabinet		N/A	N/A	PW Fleet
643	2009	105399	Chevy 3500		1GBJC74K49F157982	10820	PW Traffic
N/A	N/A	N/A	Storage Cabinet		N/A	N/A	PW Fleet
N/A	N/A	N/A	Oil Skid		N/A	N/A	PW Fleet
N/A	N/A	N/A	Gas water pump		N/A	N/A	PW Fleet
N/A	N/A	N/A	John Bean Sprayer		N/A	N/A	Parks
N/A	N/A	N/A	Miscellaneous wheels and tires		N/A	N/A	PW Fleet
N/A	N/A	N/A	Transmission Jack X 2		N/A	N/A	PW Fleet
5641CR	2009	N/A	Auto Crane 3203PRX		3203PRX-0808-721	N/A	Utilities Sanitation
N/A	N/A	N/A	Miscellaneous parts		N/A	N/A	PW Fleet
77CR	2014	N/A	Stahl 3200LRX		4132008	N/A	PW Fleet
N/A	N/A	N/A	Plow bracket		N/A	N/A	PW Fleet
N/A	N/A	N/A	Ford 4.6 liter engine		N/A	N/A	PW Fleet
N/A	N/A	N/A	20 foot I beam		N/A	N/A	PW Fleet
168	2008	3421	John Deere 210 LE		T0210LE888438	N/A	PW Streets
N/A	N/A	N/A	Used skid steer tracks		N/A	N/A	PW Fleet

File Attachments for Item:

8. 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: 11/12/2024

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: October 17, 2024

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Joseph Hill, Streets Program Manager
Brandon Brooks, Capital Projects Engineer

SUBJECT: FYE 2025 Street Maintenance Bond - North Base Avenue Design Survey

office memorandum

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2025 urban road reconstruction project is North Base Avenue from West Gray Street to Kansas Street.

Traditionally, the Street Maintenance Bond urban reconstruction projects have involved full design sets, but after an in-depth assessment of North Base Avenue, the subgrade was determined to be in good condition. Therefore, utilizing the City’s on-call contract list, staff reached out to Parkhill for a quote to perform a design survey and to include an erosion control plan, grading and drainage plans, and identification of any possible utility conflicts in the project area. This approach will save the Street Maintenance Bond both time and money in preparation of construction documents. Attached for approval or rejection are the contract documents by and between the City of Norman and Parkhill Engineering LLC for design services for the FYE ’25 Street Maintenance Bond urban reconstruction project – North Base Ave, in the amount of \$48,300.00.

Reviewed by: Scott Sturtz, Interim Public Works Director

10/17/2024
Date

Signature

- APPROVED BY: Darrel Pyle, City Manager
 DISAPPROVED Shannon Stevenson, Assistant City Manager

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 reconstruct North Base Avenue from Gray Street to Kansas Street (the Project); and,
- 2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the SERVICES); 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 17th day of October, 2024.

ARTICLE 2 - GOVERNING LAW; VENUE

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.

City of Norman
Contract No.: K-2425-59

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.

Survival. 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 (30) 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 the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 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 the 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 the CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, the CONSULTANT's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT'S cost estimates or that actual schedules will not vary from the CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by 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 fourteen (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

City of Norman
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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:

Brandon Brooks, PE, CFM
Capital Projects Engineer
City of Norman
P.O. Box 370
Norman, OK 73070

CONSULTANT

Parkhill, Smith, & Cooper, Inc.
Kelly Henderson - Principal
3226 Bart Conner Drive
Norman, OK 73072

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

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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
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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 21st day of Oct., 2024.

The City of Norman
(OWNER)

Parkhill, Smith & Cooper, Inc.
(CONSULTANT)

Signature *Shannon Stevenson*

Signature *Kelly Henderson*

Name Shannon Stevenson

Name Kelly Henderson

Title Assistant City Manager

Title Principal

Date 10/17/2024

Date 10-1-24

Attest: *Brenda Hall*

Attest: *[Signature]*



Approved as to form and legality this 16 day of Oct 2024.

Christy Eludala
City Attorney

Secretary

Parkhill

To: Mr. Joseph Hill
City of Norman-Public Works; Streets
405.329.2524
Joseph.hill@normanok.gov

August 26, 2024

Re: **Letter Agreement for Survey Services**
N. Base Ave. Roadway Improvements
W. Gray St. to Kansas St.
Norman, OK

Dear Mr. Hill:

Thank you for the opportunity to provide a cost and scope of services for the above reference project.

Project Understanding

The City of Norman has requested a Topographic Design Survey for proposed roadway improvements along N. Base Avenue from W. Gray St. to Kansas St. As referenced below on Exhibit 'A' (Aerial of Project Area).

EXHIBIT 'A'



Additional work requested beyond the above-described scope of work will be performed on an hourly basis in accordance with the attached Hourly Fee Schedule. Any additional work will be mutually agreed upon by both parties prior to commencing.

SCOPE OF WORK

- **Design Survey**
 - Topographic Survey of the contours and elevations of the existing drainage channel,

- flow line and spot elevation within Right of Way and 5-feet beyond
 - Surface features, such as roads, driveways, delimitation of grass / vegetative areas, trees within the right-of-way or just beyond.
 - Observable utilities and/or evidence of observable utilities.
 - Storm drainage structures, pipe size, locations, type and flow line(s)
- **Erosion Control**
 - An Erosion Control Plan will be prepared to control run-off from discharging into the downstream City Storm Sewer System.
- **Grading & Drainage Plans**
 - Grading plan to establish an existing roadway profile and flow lines as applicable for the reconstruction limits of the N. Base Avenue, as described above.
 - Review the existing drainage and evaluate the need for improvements to the drainage pattern, to include the potential of replacing some of the dated infrastructure.
- **Utility Relocation & Coordination**
 - Existing Utilities that conflict with the proposed improvements will be identified for removal, replacement or relocation. This proposal does not take into account coordination efforts for the removal, replacement or relocation of any City of Norman or other franchise utilities.
- **Construction Administration**
 - Construction Administration will be performed on an hourly basis in accordance with the attached Fee Schedule.

FEES

Survey (Lump Sum)	\$10,100.00
Basic Engineering Design (Lump Sum Design)	\$38,200.00
Construction Administration (CA)	Hourly
<u>Base Contract Total</u>	<u>\$48,300.00</u>

Anticipated Schedule

- Survey 5-6 weeks from NTP (25-30 edays)
- Engineering Plans 4-6 weeks from receipt of Survey (20-30 edays)

ASSUMPTIONS & EXCLUSIONS

The scope of services is based on the following assumptions and the fee specifically excludes the following work:

- No Planning or Public Meetings are anticipated or included in the scope of work or estimated fees.
- No Public Improvements are included.
- As requested, Engineer will provide general engineering inspection of the work of the Contractor(s) as construction progresses. Engineer does not guarantee the performance of the Contractor(s) by Engineer's performance of construction inspection. Engineer's undertaking hereunder shall not

relieve the Contractor of their obligation to perform the work in accordance with the plans and specifications; and shall not impose upon Engineer or Parkhill any obligation to see to it that the work is performed in a safe manner.

- Permit or filing fees required by City, State, or County for plan review or recording of documents.
- Project related expenses incurred by the Consultant during the execution of services rendered within the scope of work contracted, such as printing and copying expenses, express deliveries, courier services, submission fees and travel expenses, will be reimbursable at cost.

Again, thank you for this opportunity. This is an estimation based on our understanding of the project and timelines, Prior to Authorization to Proceed, a formal Contract to this Letter Agreement shall be fully executed before work can begin. Should you have any questions, comments, or changes in scope, please feel free to give me a call.

Sincerely,

Thomas B. Martin

Thomas B. Martin
Senior Project Manager

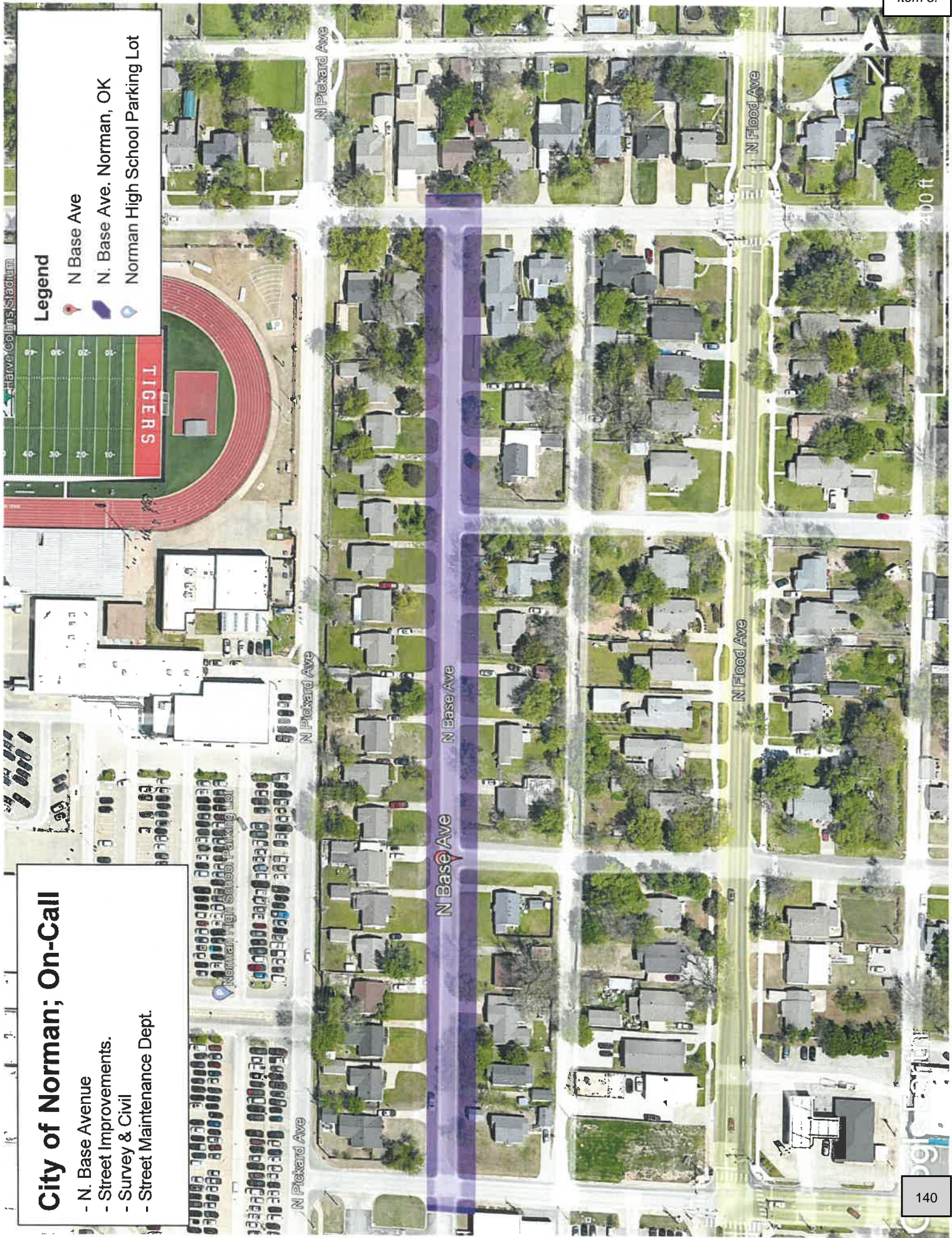
Attachments:

City of Norman; On-Call

- N. Base Avenue
- Street Improvements.
- Survey & Civil
- Street Maintenance Dept.

Legend

- N Base Ave
- N. Base Ave. Norman, OK
- Norman High School Parking Lot



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

The scope of work for the FYE 2025 Urban Reconstruction Project is to improve an existing portion of roadway on North Base Avenue between Gray Street and Kansas Street

The scope of work will include topographic survey, existing property boundary research, utility coordination, roadway design, and ADA Compliance. Design of utility relocations

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

Design Survey

- Topographic Survey of the contours and elevations of the existing drainage channel, flow line and spot elevation within Right of Way and 5-feet beyond
- Surface features, such as roads, driveways, delimitation of grass / vegetative areas, trees within the right-of-way or just beyond.
- Observable utilities and/or evidence of observable utilities.
- Storm drainage structures, pipe size, locations, type and flow line(s)

Erosion Control

- An Erosion Control Plan will be prepared to control run-off from discharging into the downstream City Storm Sewer System.

Grading & Drainage Plans

- Grading plan to establish an existing roadway profile and flow lines as applicable for the reconstruction limits of the N. Base Avenue, as described above.
- Review the existing drainage and evaluate the need for improvements to the drainage pattern, to include the potential of replacing some of the dated infrastructure.

Utility Relocation & Coordination

- Existing Utilities that conflict with the proposed improvements will be identified for removal, replacement or relocation. This proposal does not take into account coordination efforts for the removal, replacement or relocation of any City of Norman or other franchise utilities.

MEETINGS

The CONSULTANT shall schedule milestone meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project. Brief weekly conference calls between the OWNER Project Manager and CONSULTANT Project Manager shall be conducted.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

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. Design Plans – 90/100 Milestone Schedule

a. Plan Requirements

Plan submissions will include both hard-copy and electronic deliverables. The hard-copy submittal shall consist of one (1) 24 x 36-inches (full-size) and (4) 11 x 17-inches (half-size) plan sets printed to scale (per ODOT standards) and delivered to the City of Norman Engineering Department.

b. 90% Plans

The 90% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Erosion control plan
- Storm Water Management Plan
- Roadway Plan and Profile Sheets

c. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following:

- Title Sheet
- Typical Section/Detail Sheet
- Summary Sheets
- Horizontal Control Sheet
- Erosion Control Sheets

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- Roadway Plan and Profile Sheets
- Final Cross Sections
- Final Opinion of Probable Construction Cost

ADDITIONAL SERVICES NOT INCLUDED

1. No planning or public meetings are anticipated or included in the scope of work or estimated fees
2. No Public Improvements are included.
3. Permit or filing fees required by City, State, or County for plan review or recording of documents.
4. Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.

**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	September 30, 2024
Survey	October 30, 2024 (30 Days)
Final Plans	November 30, 2024 (30 Days)

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, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

City of Norman
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**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 **Attachement A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$48,300.00 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 – Survey (Lump Sum)	\$10,100.00
Task 2 – Traffic	\$38,200.00
TOTAL COMPENSATION	\$48,300.00

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**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

1. 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.
6. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.



CONTRACT POLICY

PARKHILL, SMITH & COOPER, INC.
 PSC SERVICES, LLC
 PURCHASE/SALE OF FIRM REAL ASSETS

Adopted June 9, 2011
 Revised: March 24, 2024

It is the policy of Parkhill, Smith & Cooper, Inc. (including dba's Parkhill and Lemke Land Surveying) and PSC Services, LLC. to only provide services under a SIGNED contract that is fair to both parties. The following policies are intended to provide guidance on how we expect to conduct business with our clients. It is our preference that we use a Parkhill created Standard Form Template or Parkhill edited AIA/EJCDC form agreement, but in many instances, particularly governmental/public entities, we must agree to the client generated agreement. In all cases the President, the EVPs of Architecture/Civil Engineering or Senior VP of Finance need to be involved in the review of the agreement. Only those individuals on the attached Board Resolution can execute an agreement and bind the firm to its terms and conditions.

The LEGAL name of the company remains Parkhill, Smith & Cooper, Inc. For Agreements (Owner and consultants), legal documents, letters or other documents, use the following name: **Parkhill**. For Lemke Land Surveying agreements (Owner and consultants) and other legal documents, use the following full name: Parkhill, Smith & Cooper, Inc. dba Lemke Land Surveying.

1. PARKHILL, SMITH & COOPER, INC. CONTRACT POLICY

A. Client Generated Contracts

ALL contracts including proposed contracts that are part of an RFQ response, must have the insurance limits, coverage types and endorsement requirements reviewed by Risk Strategies and Sanford & Tatum in addition to the reviews listed below. Send contract to the Senior Vice President of Finance who will coordinate the review with our insurers and return their comments.

All contracts including proposed contracts that are part of an RFQ response, must be reviewed and approved by the President, EVP of Engineering or Architecture or Senior Vice President of Finance and the PIC.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

See Parkhill [Contract Checklist](#) in Standard Forms.

B. Prime Generated Consultant Contracts (When Parkhill is a consultant)

ALL contracts must have the insurance limits, coverage types and endorsement requirements reviewed by Risk Strategies and Sanford & Tatum in addition to the reviews listed below. Send contract to the Senior Vice President of Finance who will review the agreement and also coordinate the review with our insurers and return their comments.

All contracts must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance and the PIC for approval, but the two required reviewers have to be two different people.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

C. Parkhill Prepared Parkhill/Owner Standard Contract Forms and MSAs (When Parkhill is Prime)

The following make up Parkhill standard contract forms (documents may be found on [RED](#) and in directory [R:\PSC Standard Forms\02 Agreement-Contracts](#).

1. Parkhill Architecture [Letter Agreement](#): generally used for architectural projects of limited scope.
2. Parkhill Architecture [Letter Agreement for Churches](#): generally used for church projects of limited scope.
3. [AIA B101-2017 - Standard Form of Agreement](#) between Owner and Architect: Parkhill Master.
4. [AIA B133-2019 - Standard Form of Agreement](#) between Owner and Architect, Construction Manager as Constructor: Parkhill Master.
5. [B121/221-2018 Standard Form of Master Services Agreement](#) Between Owner and Architect for Services provided under multiple Service Orders: Parkhill Master.
6. Parkhill [Storm Shelter Peer Review Letter Agreement](#).
7. Parkhill [Short Form Engineering Agreement](#): Engineering project of limited scope, limited duration and under \$150K fee.
8. Parkhill [Short Form Engineering Master Services Agreement](#) for Professional Services: Engineering projects under \$150K Fee.
9. [EJCDC E-500 \(2020\) Long Form Agreement](#): General Civil Engineering projects over \$150K Fee: Parkhill Master.
10. [EJCDC E-505 \(2020\) Long Form Master Services Agreement](#) between Owner and Engineer for Professional Services-Task Order Edition: Engineering projects over \$150K Fee: Parkhill Master.
11. Parkhill/Lemke VERY [Abbreviated/Limited Scope Agreement](#) for fees less than \$2,500.
12. Parkhill [Surveying Agreement](#): For projects located in **Texas** only.
13. Parkhill [Master Services Agreement for Surveying](#) located in **Texas** only.
14. [Lemke Surveying Agreement](#): For projects located in **Oklahoma** only.

15. [Lemke Master Services Agreement](#) for Surveying located in **Oklahoma** only.
16. [AIA B106-2020 - Standard Form of Agreement](#) between Owner and Architect for Pro bono Services: Parkhill Master.

All of the Parkhill prepared contracts listed above in which the PIC, CM, SD, PM, any other Parkhill employee or the Owner is requesting changes must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance

Contracts with gross fees up to \$200,000 must be reviewed and approved by the Principal-in-Charge (PIC) and one other firm principal (this may or may not be the Project Manager [PM]), but the reviewers have to be two different people.

The PIC and Sector Director must review and approve contracts with gross fees exceeding \$200,000 up to \$1,000,000, but the reviewers have to be two different people.

For contracts exceeding \$1,000,000 in gross fee, the President, EVP of Engineering or Architecture or Senior Vice President of Finance and PIC must review and approve, but the reviewers have to be two different people.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

D. Parkhill Prepared Consultant Contract Forms and MSAs (When Parkhill is Prime)

The following make up Parkhill Standard Consultant Contract Forms:

1. [AIA C401-2017 Standard Form of Agreement](#) between Architect (Parkhill) and Consultant.
2. [AIA C421/422-2018 Standard Form of Master Services Agreement](#) Between Architect and Consultant for Services provided under multiple Service Orders: Parkhill Master between Architect (Parkhill) and Consultant.
3. Civil [Consulting Services Agreement](#) between Parkhill and Consultant.
4. Civil [Master Consultant Services Agreement](#) between Parkhill and (Consultant) used with Task Orders.
5. Parkhill/Lemke [Non-Design Consultant \(single use\)](#): To be used by 01 and 03 for Geotech, surveyor, SUE, CMT, LEED, etc. (consultants not providing design services and OPC's).
6. Parkhill/Lemke [Non-Design Consultant Master Services Agreement](#): To be used by 01 and 03 for Geotech, surveyor, SUE, CMT, LEED, etc. (consultants not providing design services and OPC's).

All MSAs for architectural and civil consultants shall be reviewed, approved and **executed by EVP of Architecture or Engineering only**. Task/Service Orders for these MSAs can be executed by principals and those authorized by the Board of Directors (see attached resolution).

Project Coordinators shall be notified of all executed MSA's and Task/Service Orders for tracking purposes in an Excel spreadsheet. This allows everyone in the firm to know who Parkhill has MSAs with and what Task/Service Order numbers have been used.

All of the Parkhill prepared contracts listed above in which the PIC, CM, SD, PM, any other Parkhill employee or the consultant is requesting changes must be reviewed by the President, EVP of Engineering or Architecture or Senior Vice President of Finance

Contracts with gross fees up to \$200,000 must be reviewed and approved by the Principal-in-Charge (PIC) and one other firm principal (this may or may not be the Project Manager [PM]).

The PIC and Sector Director must review and approve contracts with gross fees exceeding \$200,000 up to \$1,000,000.

For contracts exceeding \$1,000,000 in gross fee, the President, EVP of Engineering or Architecture or Senior Vice President of Finance and PIC must review and approve.

Only principals and those authorized by the Board of Directors (see attached resolution) have signature authority for professional service contracts.

E. Amendments to any type of Contract, including MSAs

All amendments must be reviewed and approved by the President, EVP's of Architecture or Engineering or Senior Vice President of Finance.

All amendments shall be executed by the same person who signed the original contract, MSA or Task/Service order. If the original signer is no longer with the firm, then another principal or person authorized by the Board of Directors (see attached resolution) shall execute the amendment.

2. PSC SERVICES, LLC. CONTRACT POLICY

Only the President has signature authority for any PSC Services, LLC contract.

3. PURCHASE OR SALE OF REAL ASSETS OF THE FIRM

For Assets that affect the balance sheet (example; construction contracts, or credit lines) the President, Treasurer or Senior Vice-President-Finance shall sign. Real Estate Transactions require a resolution by the Board of Directors.

Review the Project Delivery Manual responsibility matrix for additional information.

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, 2023, 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 | Robert (RJ) Lopez |
| Daniel Albus | Ryan Kennerly |
| Jeffrey (Ryan) Bailey | Matthew Kingsley |
| Mike Baker | Steven Lemke |
| Toby Baker | Dawn Moore |
| Greg Billman | Mike Moss |
| Cole Bond | Scott Nelson |
| Joseph (Joe) Bradley | Frank Pugsley |
| Jon Braudt | Michael Ramirez |
| Danny Cahill | Kreg Robertson |
| Brent Clifford | Robert Rollo |
| Chad Davis | Keith Rutherford |
| Chad Dietz | Ben Sanchez |
| Hector De Santiago | Mark Sanchez |
| 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 Hart | Brandon Young |
| (Ex) René Hawkie | Eric West |
| Kelly Henderson | Danny Winchester |
| Jacob Hernandez | Clint Wofford |
| Jared Higgins | Allan Wolf |
| 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, 2023, and that the same has not been altered or amended, and that the same is in full force and effect.



Mark Haberer



DATE: November 1, 2024

TO: Darrel Pyle, City Manager
Shannon Stevenson, Assistant City Manager

FROM: Michele Loudenback, Environmental and Sustainability Manager *M&R 11/1/24*

SUBJECT: Consideration of approval or rejection of Contract K-2425-54, with Kenneth Eugene Hall, Jr., in the Amount of \$14,250.00 for design, execution, fabrication and installation of Art Work titled, "HazMatt", on the Household Hazardous Waste Facility Grounds.

BACKGROUND:

For twenty (20) years, Norman held one-day, multi-pollutant collection events. The danger inherent in those events as the turnout increased became too risky. The Household Hazardous Waste Facility (HHWF) was opened in February 2022 as a safe, year-round place for residents to bring their household hazardous waste materials.

The City of Norman also recognizes the value of public art, realizing that it can serve as inspiration to others. It was understood that the HHWF would benefit from a large art piece made from recycled materials. Kenneth Eugene Hall, Jr., local artist and one of the founding members of the Crucible Art Foundry and Gallery, was tapped to help create a piece to inspire and encourage residents to consider their waste habits.

DISCUSSION:

As part of providing service to Sanitation customers, old and unrepairable dumpsters are taken out of service rotation and stored at Container Maintenance until a disposal solution is found. There are many dumpsters that have usable metal and support systems that could be reused in other applications, such as art installations. The HHWF is situated atop a hill within the Transfer Station Compound. There is a grassy hill just to the west of the entry drive that is perfect for the installation of HazMatt.

The artist will be responsible for conditioning the used materials (the dumpsters), creating and installing the sculpture. All work will be performed either at the HHWF or at the material storage yard in Container Maintenance. The City will be responsible for implementing concrete pads on which to install and secure the sculpture.

The sculpture is proposed to be completed in time for Earth Day 2025 (April 22, 2025) but no later than May 31, 2025. The total cost of the contract is \$14,250.00. Household Hazardous Waste Facility Capital Project SA0012-MATLS (33999975-46301) has the funds available to cover the award of this contract.

Staff recommends approval of Contract No. K-2425-54, between the City of Norman and Kenneth Eugene, Jr., for the fabrication and installation of artwork at the HHWF.

Reviewed by: Chris Mattingly, Utilities Director *CM*

11-4-24
Date

[Signature]
Signature

APPROVED BY: Darrel Pyle, City Manager
 DISAPPROVED Shannon Stevenson, Assistant City Manager

cc: Anthony Purinton, Assistant City Attorney

office memorandum

Contract to Commission Artwork
Between
City of Norman, Oklahoma
And
Kenneth Eugene Hall Jr.

THIS CONTRACT, made this 31st day of October, by and between the City of Norman (hereinafter referred to as the "Owner"), and Kenneth Eugene Hall Jr. (hereinafter referred to as the "Artist") for a work of art as more fully described in Exhibit I attached hereto and incorporated herein by reference (hereinafter referred to as the "Work") to be placed on the lawn in front of the City of Norma Household Hazardous Waste Facility, at 3803 Chautauqua Ave., Norman, Oklahoma.

WHEREAS, the City Council of the City of Norman believes the beautification of the Household Hazardous Waste Facility will further enhance the quality of life in Norman, Oklahoma;

WHEREAS, all parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

WHEREAS, the parties wish to have the creation of the Work governed by the mutual obligations, covenants, and conditions herein.

THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

- I. The Project: The Scope of Services
 - A. The Artist will design, execute, fabricate, transport, install and document the Work. These services shall be performed by Artist, and their assistants, as independent contractors.
 - B. Artist agrees that said Work will be consistent with and substantially similar to the graphic illustration submitted to Owner.
 - C. The Owner agrees to purchase the Work, under the terms and conditions of this contract upon final approval and acceptance of the Work by the Owner.
 - D. The permanent location for the work shall be in the lawn in front of the City of Norman Household Hazardous Waste Facility, located at 3803 Chautauqua in Norman, Oklahoma.
 - E. The Owner shall provide clean, discarded trash containers to be used as the main material for the Work. The Artist shall perform all other services and furnish all supplies, materials and equipment necessary for the design, execution, fabrication, transportation and installation of the Work.

- F. The Owner in consultation with the Artist shall determine the arrangement and placement of the final Work.
- G. The Artist shall be responsible for the installation, and securing of the Work on the 12” by 24” concrete pads prepared, by the Owner, at the site in Norman, Oklahoma.

II. Execution of the Work

- A. The Artist shall complete the fabrication of the Work in substantial conformity with the design as submitted to the Owner, and as attached hereto as Exhibit I.
- B. Prior to implementation of any significant changes in the Work, the Artist shall present to the Owner in writing, for further review and approval, a thorough description of such proposed changes. A significant change is any change affecting the scope, intent, design, color, size, material or location of the Work not permitted by, or not in substantial conformity with, the approved design. Owner must approve the proposed changes prior to continued work by the Artist.
- C. In performance of the Work described herein, the Artist shall comply with all applicable State and local laws, rules and regulations.
- D. The Artist shall complete the Work by May 31, 2025, and shall begin no later than January 1, 2025. The Owner will ensure the foundation for the piece is in place and ready for use by a date agreed to by Artist and Owner.
- E. The Owner shall notify the Artist of any construction delays resulting in delays in site preparation prior to the work start date. Upon such notice, a new date shall be agreed upon by the Owner and Artist for construction and completion of the Work.
- F. The Artist shall provide the Owner written instructions for appropriate maintenance and preservation of the Work.
- G. Final acceptance shall be determined solely by the Owner and shall constitute the acknowledgement that the Work has been satisfactorily completed and installed according to the terms of this Agreement.
- H. Ownership of the Work shall pass to the Owner (City of Norman) upon final acceptance.

III. Warranties and Copyright

- A. The Artist represents and warrants that:
- i. The Work is solely the result of the artistic and creative efforts of the Artist;
 - ii. The Work is unique and original and does not infringe upon any copyright;
 - iii. The Work has not been accepted for sale elsewhere; and
 - iv. The Work is free and clear of any liens from any source whatever.
- B. The Artist represents and warrants that:
- i. The Work, as constructed and completed, will be free of defects in Artist's provided material and workmanship, including any defects of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and
 - ii. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; and
 - iii. The warranties described in this section shall survive for a period of one (1) year after the final acceptance of the Work. The Owner shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the Owner, and at no cost to the Owner, reasonably and promptly cure the breach of any such warranty, which is curable by the Artist and which cure is consistent with professional conservation standards. This includes making repairs to the Work or re-fabricating the Work arising out of defects consisting of "inherent vice" or qualities accelerating deterioration of the Work which appear for a period of one (1) year after the installation and which the Artist shall correct.
- C. The Artist retains all rights under the Copyright Act of 1976 under 17 U.S.C. § 101 *et seq.*, the Visual Artists Rights Act of 1990 (VARA) 17 USC §106A, and all other rights in and to the Work except ownership and possession, except as such rights may be limited by this Agreement. The Artist shall not make any additional exact duplicate reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. The Artist grants to the Client and Owner and its assigns an irrevocable license to make photographic or graphic reproductions of the Work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, if the Artist is duly credited, except where the Work is merely an incidental feature of a photograph. A plaque provided by the Owner, identifying the title, date, and Artist, shall be placed on or near the Work. The Artist shall have the right to use photographs of the completed Work as an example of his work and in books or brochures he may publish.

IV. Fee for Services

- A. The Artist shall receive and accept \$14,250 as total compensation for the design, execution, fabrication, transportation, installation, delivery, and securing of the Work; for meeting all obligations contemplated and embraced under the Contract; for any unforeseen defects or obstruction which may arise or be encountered during the prosecution of the work and before its final acceptance by the Owner; and for all risks of every description connected with the prosecution of the work. This fee does not include the cost to Owner for preparation of the site for installation.
- B. The Artist shall receive payments from the Owner to the Artist to be paid in the amount of \$ \$14,250 as follows:
- i. \$5,250 upon delivery of signed contract by the Owner and Artist and the issuance of Artist's invoice;
 - ii. \$4,500, on or near January 5, 2025, upon the issuance of Artist's invoice;
 - iii. \$4,500 upon final acceptance of the Work by Owner.

VI. Alteration and De-accession Right

- A. The Owner agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Work by the Owner without attempting to consult the Artist.
- B. The Artist shall notify the Owner of changes in their address within thirty (30) days of such change. The failure to provide notice of address change shall be deemed a waiver by the Artist of the right subsequently to enforce that which requires the express approval of the Artist. The Owner shall make reasonable efforts to locate the Artist when matters arise relating to the Artist's rights.
- C. At any time, the Owner may remove or relocate the Work if it determines, in the Owner's sole discretion, that the Work represents a safety hazard in its present condition or cannot reasonably be restored to its original structural or aesthetic integrity due to technical difficulties or expense disproportionate to the value of the Work. The Owner shall notify the Artist of such a decision to de-access the Work. Such notification shall be made before the de-accession, whenever possible. The Owner has no responsibility to relocate, restore, or replace the Work if it is misplaced, damaged or stolen.

VII. Insurance

The Artist, as independent contractor, is responsible for any requirements pertaining to Workers' Compensation insurance and employee liability insurance, and shall furnish and maintain during the life of this contract insurance satisfactory to covering comprehensive general liability, and all risks of loss, damage to, or theft of the Work while it is being made, transported, or installed by the Artist. The Artist shall deliver to the Owner a copy of this insurance prior to beginning work. The minimum coverage and amounts of such insurance shall be as follows:

1. General Liability in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate (Other than Products/Completed)
2. Products/Completed Operations in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate
3. Personal & Advertising Injury in an amount not less than one million dollars (\$1,000,000)

VIII. Indemnity

Upon execution of this document, but prior to transfer of ownership, Artist agrees to defend, indemnify and hold harmless Owner, its agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages or expenses are caused by Artist, its agents or employees' negligent acts, errors or omissions. Artist shall indemnify the City of Norman, Oklahoma up to one hundred twenty-five thousand dollars (\$125,000.00) for any claim arising out of this Agreement. Artist further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.

IX. Notice

If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express or priority U.S. Mail, addressed to recipient as follows:

Artist:
 Kenneth Eugene Hall Jr. 520 E. Frank St.
 Norman, OK 73071
 Phone: 405-921-2829
 Email: hall9059@sbcglobal.net

City of Norman:
 Michele Loudenback, Environmental and Sustainability Manager
 Utilities Department
 Address: 225 N. Webster Ave. Norman, OK 73069

Phone: 405-292-9731

Email: Michele.loudenback@normanok.gov

X. Termination and Breach

This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement. Owner may terminate this agreement if Artist fails to perform as indicated in this agreement or otherwise violates any of the terms of this agreement; however, said termination shall not be effective until the Owner has provided written notice of such breach to Artist and Artist has failed to cure such breach to the Owner's satisfaction within thirty (30) after receipt of written notice from the Owner. In the event of a termination by Owner, Owner shall be entitled to reimbursement from Artist for all funds expended or incurred by Owner thus far including costs to remove the base or foundation.

XI. Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors, and assigns.

XII. Integration

This Agreement represents the entire and integrated Agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by a written amendment executed by all parties.

XII. Ownership of Documents and Models

Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist unless agreed by all parties.

XIV. Modification

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

XV. Severability

Any provision of this contract which is hereafter found by a court of law or otherwise to be in conflict with the laws, rules, and/or regulations of the United States, State of Oklahoma or City of Norman shall be considered null and void. Any provision rendered null and void by the operation of this provision will not

CITY OF NORMAN



APPROVED this 4th day of NOVEMBER by the Norman City Council.



Darrel Pyle, City Manager

ATTEST:



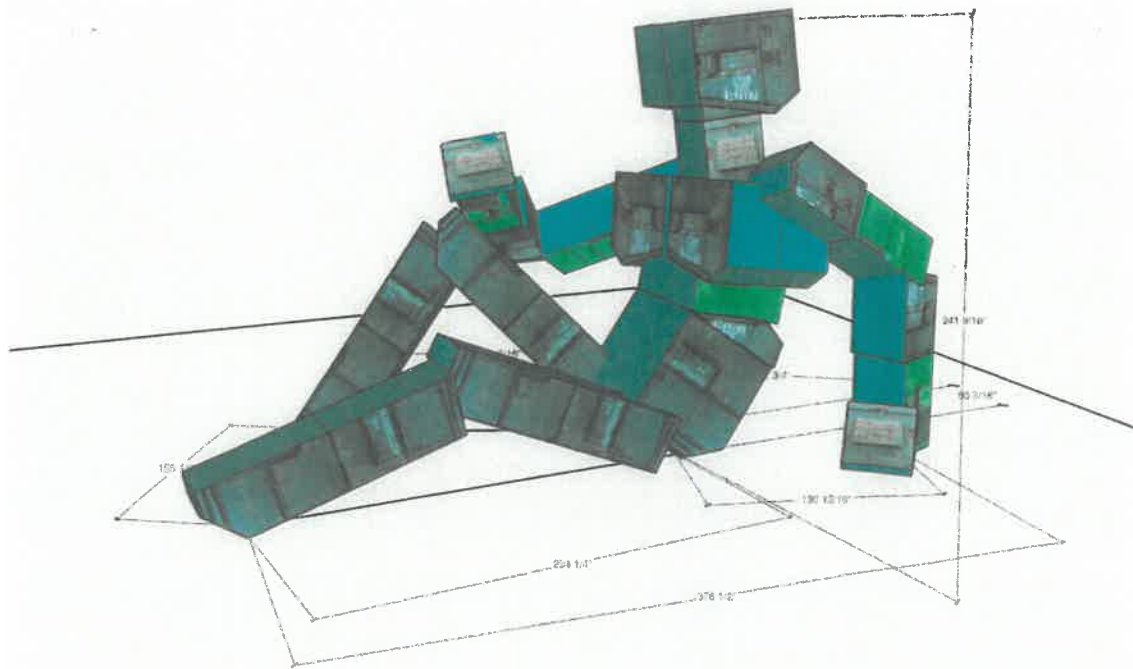
Brenda Hall, City Clerk

APPROVED as to form and legality this 4th day of Nov,

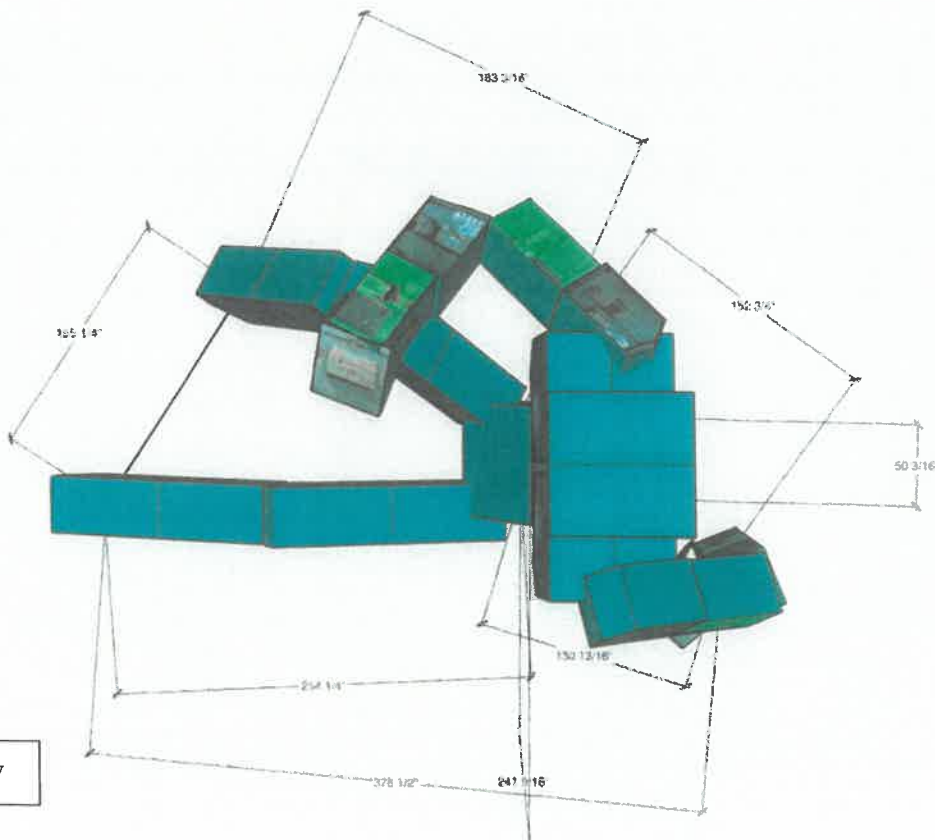


CITY ATTORNEY

EXHIBIT I – GRAPHIC ILLUSTRATION OF WORK



Side View



Top Down View

File Attachments for Item:

9. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FOR THE LICENSING OF (20) USERS FOR INCIDENT COMMAND SYSTEM (ICS) SOFTWARE FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Justin Garrett

PRESENTER: Justin Garrett, EMS Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FOR THE LICENSING OF (20) USERS FOR INCIDENT COMMAND SYSTEM (ICS) SOFTWARE FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT

BACKGROUND:

Section 12-111 of the City Code requires that the City Council accept all donations received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the City of Norman Fire Department.

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

DISCUSSION:

Recently the Norman Fire Department requested and was approved for funds in the amount of \$1,500 from the CCPSST for the licensing of (20) users for Incident Command System (ICS) software. This software is currently being utilized by Norman Police Department and OU Police Department for all large scale events such as OU Football games, City of Norman parades, Norman Music Festival, and other large scale events. With the approval of these funds, the Norman Fire Department will now be able to integrate with all other agencies to create a more cohesive system. The Resource Group, TRG, is the software that will be utilized to create Incident Action Plans (IAP). An IAP allows partnering agencies to “plug in all available resources, units, and personnel, in order to create a plan in the event of a disaster.”

Funds for the items have been received by the City and we are authorized to purchase the items and then submit proof of purchase to the CCPSST Chair, George Mauldin.

RECOMMENDATION:

It is recommended that City Council accept the donation of \$1,500 and deposit the funds into Donations-Public Safety (account 106-363376), and appropriate the funds into Fire Suppression: Maintenance & Repair/Contract/Data Processing (account 10664143-44226) for licensing of (20) users for Incident Command System (ICS) for the City of Norman Fire Department.

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-3: FOR RED ROCK RIDGE AND EASEMENT NUMBER E-2425-6 (LOCATED ON THE WEST SIDE OF 108TH AVENUE SE AND ONE HALF MILE NORTH OF POST OAK ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-3; FOR RED ROCK RIDGE AND EASEMENT NUMBER E-2425-6 (LOCATED ON THE WEST SIDE OF 108TH AVENUE SE AND ONE HALF MILE NORTH OF POST OAK ROAD).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2425-3 for Red Rock Ridge and is generally located on the west side of 108th Avenue S.E. and one-half mile north of Post Oak Road..

Norman Rural Certificate of Survey COS-2425-3 for Red Rock Ridge was approved by Planning Commission at its meeting of September 12, 2024.

DISCUSSION:

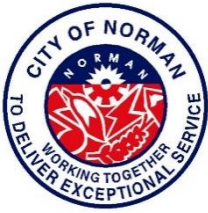
This property consists of 72.71 acres. Tract 1 consists of 10 acres, Tract 2 consists of 10.17 acres, Tract 3 consists of 10.03 acres, Tract 4 consists of 11.77 acres, Tract 5 consists of 10 acres, Tract 6 consists of 10.16 acres and Tract 7 consists of 10.58 acres and will be served by a private road. A private roadway easement is included with COS-2425-3 for Red Rock Ridge.

This certificate of survey, if approved, will allow one single family structure on each tract.. 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 108th Avenue S.E.

RECOMMENDATION:

Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-3 for Red Rock Ridge and acceptance of Easement No. E-2425-6 with filing directed thereof.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/12/2024

REQUESTER: Skinner Land Surveying – Greg Skinner

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: 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.

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-3 FOR RED ROCK RIDGE.**

LOCATION: Generally located on the west side of 108th Avenue S.E. and one-half mile north of Post Oak Road.

INFORMATION:

1. Owners. Paul Sechrist and Kristen Moore.
2. Developer. Paul Sechrist and Kristen Moore.
3. Surveyor. Greg Skinner Surveying, LLC.

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. December 12, 1961. City Council adopted Ordinance No. 1322 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. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Acreage. This property consists of 72.71 acres. Tract 1 consists of 10 acres, Tract 2 consists of 10.17 acres, Tract 3 consists of 10.03 acres, Tract 4 consists of 11.77 acres, Tract 5 consists of 10 acres, Tract 6 consists of 10.16 acres and Tract 7 consists of 10.58 acres.
5. Private Road. The private road will serve the tracts. The private road will be built to a City standard adopted by City Council. The private road will be maintained by the property owners.
6. Easements. The owners will submit easements for roadway, drainage and utilities in connection with 108th Avenue S.E. One-hundredth Eighth Avenue S.E. is classified as a Rural Collector.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2425-3 for Red Rock Ridge are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-3 for Red Rock Ridge.

ACTION NEEDED: Recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2425-3 for Red Rock Ridge to City Council.

ACTION TAKEN: _____

GRANT OF EASEMENT
E-2425-6

KNOW ALL MEN BY THESE PRESENTS:

THAT, Paul Sechrist, Tammi Sechrist, Robert LaFoe and Janice LaFoe 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 real estate described in EXHIBIT "A" and premises situated in the City of Norman, Cleveland County, Oklahoma, 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 UTILITIES

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 3rd day of October, 2024.

BY: Paul Sechrist

BY: Robert LaFoe

BY: Tammi Sechrist

BY: Janice LaFoe

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 3rd day of October, 2024, personally appeared to me known to be the identical person(s) who executed the foregoing grant of easement a Paul Sechrist, Tammi Sechrist, Robert LaFoe and Janice LaFoe, 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.

Andrea Kellye Kramer
Notary Public



My Commission Expires: 4-25-2026

Approved as to form and legality this 8 day of October, 2024.

Elizabeth Ludkala
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 2024 .

Mayor

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 _____, 2024 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.

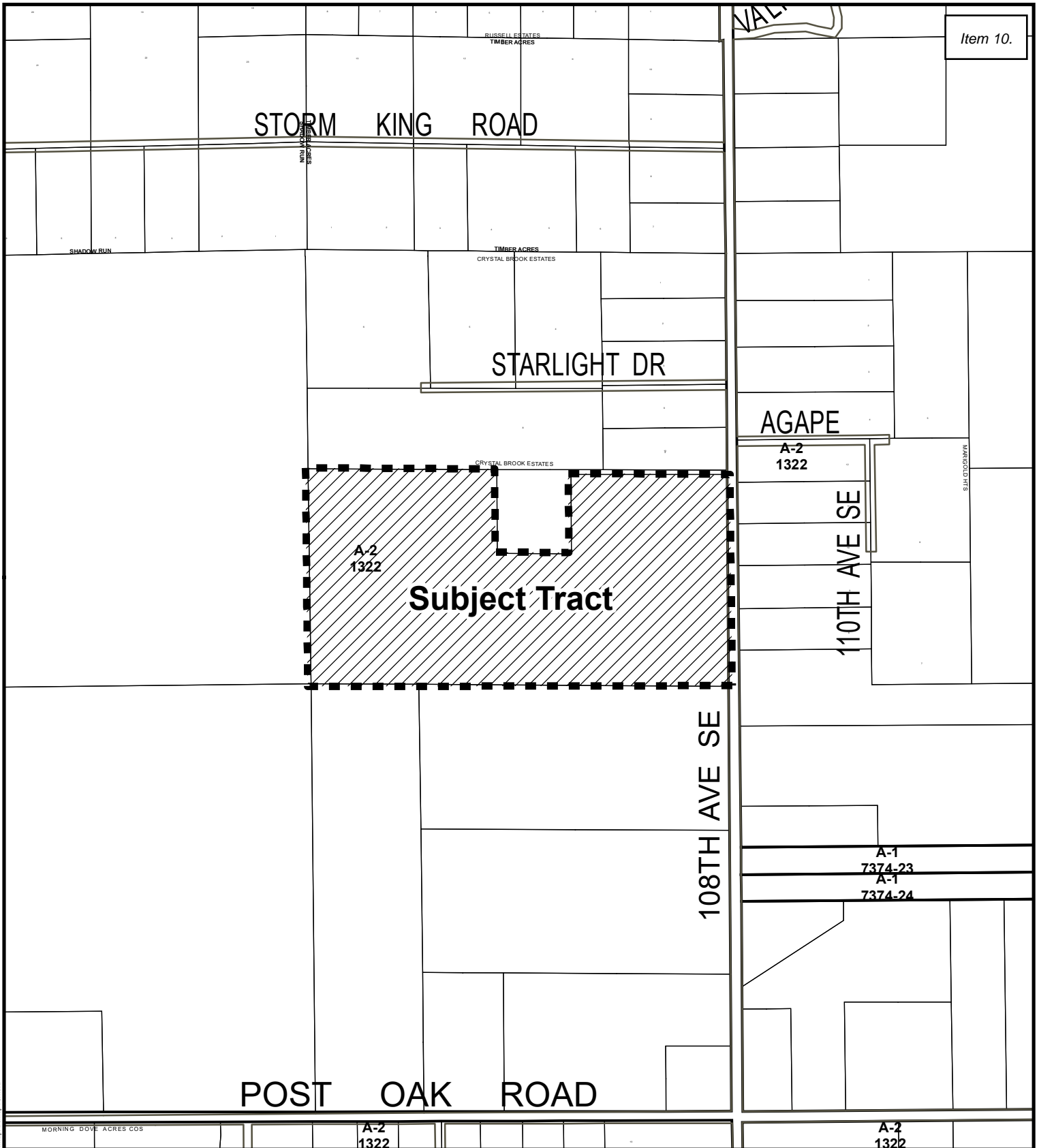
Notary Public

EXHIBIT 'A'

A Seventeen foot (17') Roadway, Drainage and Utility Easement being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence South 89°52'40" West, along the south line of said S/2 NE/4, a distance of 33.00 feet to the Point of Beginning;

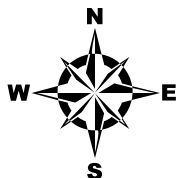
Thence North 00°36'06" West, a distance of 1292.85 feet; Thence North 89°40'07" West, a distance of 17.00 feet; Thence South 00°36'06" East, a distance of 1292.99 feet to a point on the south line of said S/2 NE/4; Thence North 89°52'40" East, a distance of 17.00 feet to the Point of Beginning.



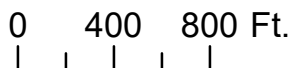
Location Map




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

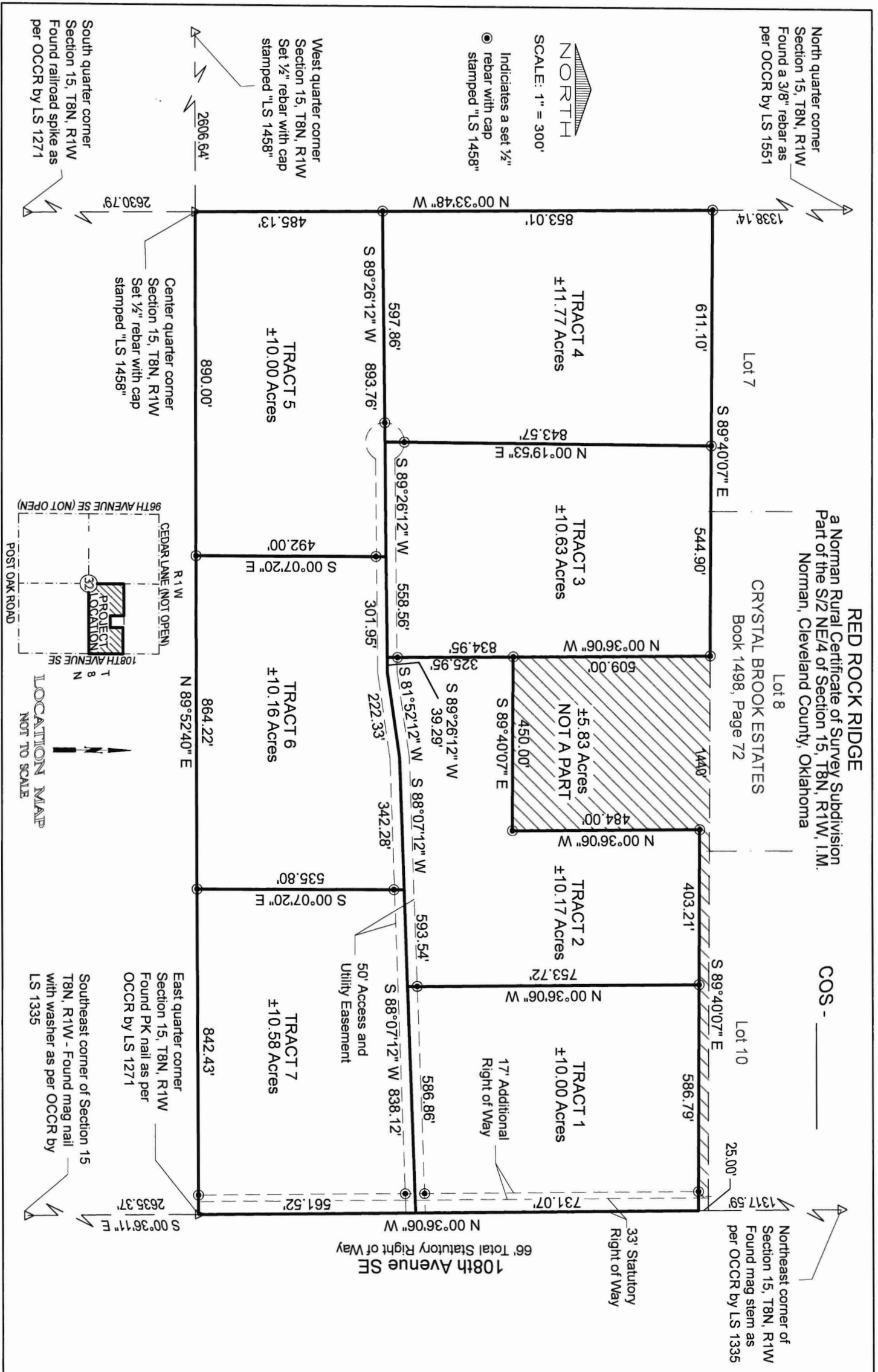


August 6, 2024



 Subject Tract

\\norman-city-departments\GIS\GIS\GIS\ID Map Templates\Bk11_LocationMap\Acrlap10.mxd



Job No. 48990	SKINNER LAND SURVEYING, LLC 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	Sheet No:
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Revised:		

LEGAL DESCRIPTION: Parent Tract - Book 6576, Page 724

The South Half (S/2) of the Northeast Quarter (NE/4) of Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, LESS AND EXCEPT a tract of land beginning at the Northeast corner of said South Half of the Northeast Quarter of Section 15, Township 8 North, Range 1 West; Thence West 1440 feet; Thence South 509 feet; Thence East 450 feet; Thence North 484 feet; Thence East 990 feet; Thence North 25 feet to the Point of Beginning.

Ac: 73.31 ±

LEGAL DESCRIPTION: Tract 1

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet to the Point of Beginning;

Thence South 88°07'12" West, a distance of 586.86 feet; Thence North 00°36'06" West, a distance of 753.72 feet; Thence South 89°40'07" East, a distance of 586.79 feet to a point on the east line of said S/2 NE/4; Thence South 00°36'06" East, along said east line, a distance of 731.07 feet to the Point of Beginning. Containing 10.00 acres, more or less.

LEGAL DESCRIPTION: Tract 2

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 586.86 feet to the Point of Beginning;

Thence continuing South 88°07'12" West, a distance of 593.54 feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 39.29 feet; Thence North 00°36'06" West, a distance of 325.95 feet; Thence South 89°40'07" East, a distance of 450.00 feet; Thence North 00°36'06" West, a distance of 484.00 feet; Thence South 89°40'07" East, a distance of 403.21 feet; Thence South 00°36'06" East, a distance of 753.72 feet to the Point of Beginning. Containing 10.17 acres, more or less.

LEGAL DESCRIPTION: Tract 3

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 1180.40' feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 39.29 feet to the Point of Beginning;

Thence continuing South 89°26'12" West, a distance of 558.56 feet; Thence North 00°19'53" East, a distance of 843.57 feet to a point on the north line of said S/2 NE/4; Thence South 89°40'07" East, along said north line, a distance of 544.90 feet; Thence South 00°36'06" East, a distance of 834.95 feet to the Point of Beginning. Containing 10.63 acres, more or less.

LEGAL DESCRIPTION: Tract 4

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 1180.40' feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 597.85 feet to the Point of Beginning;

Thence continuing South 89°26'12" West, a distance of 597.86 feet to a point on the west line of said S/2 NE/4; Thence North 00°33'48" West, along said west line, a distance of 853.01 feet to the northwest corner of said S/2 NE/4; Thence South 89°40'07" East, along the north line of said S/2 NE/4, a distance of 611.10 feet; Thence South 00°19'53" West, a distance of 843.57 feet to the Point of Beginning. Containing 11.77 acres, more or less.

LEGAL DESCRIPTION: Tract 5

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 1180.40' feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 301.95 feet to the Point of Beginning;

Thence continuing South 89°26'12" West, a distance of 893.76 feet to a point on the west line of said S/2 NE/4; Thence South 00°33'48" East, along said west line, a distance of 485.13 feet to the southwest corner of said S/2 NE/4; Thence North 89°52'40" East, along the south line of said S/2 NE/4, a distance of 890.00 feet; Thence North 00°07'20" West, a distance of 492.00 feet to the Point of Beginning. Containing 10.00 acres, more or less.

Job No. 48990	SKINNER LAND SURVEYING, LLC 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	Sheet No:
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LEGAL DESCRIPTION: Tract 6

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 838.12 feet to the Point of Beginning;

Thence continuing South 88°07'12" West, a distance of 342.28 feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 301.95 feet; Thence South 00°07'20" East, a distance of 492.00 feet to a point on the south line of said S/2 NE/4; Thence North 89°52'40" East, along said south line, a distance of 864.22 feet; Thence North 00°07'20" West, a distance of 535.80 feet to the Point of Beginning. Containing 10.16 acres, more or less.

LEGAL DESCRIPTION: Tract 7

A parcel of land being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet; Thence South 88°07'12" West, a distance of 838.12 feet; Thence South 00°07'20" East, a distance of 535.80 feet to a point on the south line of said S/2 NE/4; Thence North 89°52'40" East, along said south line, a distance of 842.43 feet to the Point of Beginning. Containing 10.58 acres, more or less.

LEGAL DESCRIPTION: 50' Access and Utility Easement

A fifty foot (50') Access and Utility Easement being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

A 50' Access and Utility Easement lying 25.00 feet on each side of the following described centerline:

Commencing at the southeast corner of said S/2 NE/4; Thence North 00°36'06" West, along the east line of said S/2 NE/4, a distance of 561.52 feet to the Point of Beginning;

Thence South 88°07'12" West, a distance of 1180.40 feet; Thence South 81°52'12" West, a distance of 222.33 feet; Thence South 89°26'12" West, a distance of 597.85 feet to the center of a 50 foot cul-de-sac, said point also being the Point of Terminus.

LEGAL DESCRIPTION: 17' Additional Right of Way

A Seventeen foot (17') Additional Right of Way being a part of the South half of the Northeast quarter (S/2 NE/4), Section Fifteen (15), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the southeast corner of said S/2 NE/4; Thence South 89°52'40" West, along the south line of said S/2 NE/4, a distance of 33.00 feet to the Point of Beginning;

Thence North 00°36'06" West, a distance of 1292.85 feet; Thence North 89°40'07" West, a distance of 17.00 feet; Thence South 00°36'06" East, a distance of 1292.99 feet to a point on the south line of said S/2 NE/4; Thence North 89°52'40" East, a distance of 17.00 feet to the Point of Beginning.

The legal descriptions of Tract 1-7, Access and Utility Easement and Additional Right of Way shown as a part of this Rural Certificate of survey were prepared by Greg P. Skinner, an Oklahoma Professional Land Survey No. 1458, on July 19, 2024 and have a basis of bearings holding the east line of the Northeast quarter of Section 15, Township 8 North, Range 1 West as being assumed to bear North 00°36'06" West, as determined by holding the Oklahoma State Plane Grid bearings for the south zone as determined by GPS observations.

NOTES:

1. This Boundary Survey Plat meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
2. This boundary survey was prepared without the benefit of title commitment and therefore may be subject to easements and other matters of record not shown hereon.
3. This survey has been prepared to create a "Norman Rural Certificate of Survey Subdivision" to be known as Red Rock Ridge. This is an unplatted but filed subdivision as specified by in the Norman Subdivision Regulations Sec. 19-606.
4. This survey is based on the legal description from the warranty deed recorded in Book 6576, Page 724 in the Cleveland County Clerks records.
5. The legal descriptions shown herein, are subject to easements and rights of way of record. This does not represent a search of the County Clerk's records by the undersigned, to determine if any easements or rights of way affect the property except as noted.
6. Each home, on each of the Seven (7) tracts, will be served by individual sewer systems which meet the Oklahoma Department of Environmental Quality standards. The areas, on each tract, are more than adequate for individual sewer systems even if the soil tests are not ideal for conventional lateral fields. There are adequate areas for alternate sewer systems if required or desired.
7. This "Norman Rural Certificate of Survey Subdivision" will be filed with the Cleveland County Clerk after it is approved by all parties. This documentation, as recorded in its entirety, shall be attached to OR referred to on any deed, conveyance of title, contract or other instruments prepared in connection with any of the subject property.
8. It is advised, by the undersigned, that all adjoining property owners be contacted prior to building any fences or other structures along or on the property lines. If any difference of opinion is indicated, a resolution should be reached, if possible, preferably in writing, between the owners on the location of any improvements along or on the property lines.

Job No. 48990	SKINNER LAND SURVEYING, LLC 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	Sheet No:
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Revised:		

CERTIFICATION:

I, Greg P. Skinner, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that this Rural Certificate of Survey was prepared by me or under my direct responsibility, supervision and checking and that it is correct to the best of my knowledge, belief and opinion.

Greg P. Skinner Date
Oklahoma L.S. 1458



State of Oklahoma) ss
County of Pontotoc)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, before me personally appeared, Greg P. Skinner, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

Connie Kyle Skinner - Notary Public

NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this _____ day of _____, 2024.

Chairperson

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared _____ to me known to be an identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission Expires

Notary Public

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this _____ day of _____, 2024.

City Clerk

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared _____ to me known to be an identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission Expires

Notary Public

Job No. 48990	SKINNER LAND SURVEYING, LLC 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	Sheet No:
Field Date: 07/24/2024		4 of 4
Revised:		175

City Council Agenda

COS-2425-3

November 12, 2024

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-3, FOR RED ROCK RIDGE AND ACCEPTANCE OF EASEMENT NO. E-2425-6..

LOCATION: Generally located on the west side of 108th Avenue S.E. and one-half mile north of East Post Oak Road.

INFORMATION:

1. Owners. Paul and Tammi Sechrist and Robert and Janice LaFoe.
2. Developer. Paul and Tammi Sechrist and Robert and Janice LaFoe.
3. Surveyor. Greg Skinner Surveying, LLC.

HISTORY:

1. Refer to the Planning Commission Staff Report, September 12, 2024.
2. September 12, 2024. Planning Commission, on a vote of 8-0, recommended to City Council that Certificate of Survey No. COS-2425-3 for Red Rock Ridge be approved.

PUBLIC DEDICATIONS:

1. Easements. The applicant has submitted Easement No. E-2425-6 a roadway, drainage and utility easement for 108th Avenue S.E.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, certificate of survey, Staff Report recommending approval, E-2425-6, and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Easement No. E-2425-6 and Certificate of Survey No. COS-2425-3 for Red Rock Ridge, and, if approved, direct the filing of Easement No. E-2425-6 and Certificate of Survey No. COS-2425-3 for Red Rock Ridge with the Cleveland County Clerk.

ACTION TAKEN: _____

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-6: FOR A VARIANCE IN THE PRIVATE ROAD WIDTH AND VARIANCE IN THE MINIMUM ACRE REQUIREMENT FOR THE TWO TRACTS FOR FILKINS RIDGE (GENERALLY LOCATED ONE HALF MILE NORTH OF INDIAN HILLS ROAD AND 660 FEET EAST OF 144TH AVENUE NE).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-6: FOR A VARIANCE IN THE PRIVATE ROAD WIDTH AND VARIANCE IN THE MINIMUM ACRE REQUIREMENT FOR THE TWO TRACTS FOR FILKINS RIDGE (GENERALLY LOCATED ONE HALF MILE NORTH OF INDIAN HILLS ROAD AND 660 FEET EAST OF 144TH AVENUE NE).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2425-6 for Filkins Ridge generally located one-half mile north of Indian Hills Road and 660-feet east of 144th Avenue N.E.

The property is located in the A-2, Rural Agricultural District.

Planning Commission, at its meeting of October 10, 2024, approved Norman Rural Certificate of Survey COS-2425-6 for Filkins Ridge with a variance in the width of a private road from 20' to 12' serving two (2) tracts and with a variance in the minimum acre requirements for Tract 1 from 10 acres to 9.94 acres and Tract 2 from 10 acres to 9.93 acres based on the fact this is a short section.

DISCUSSION:

This property consists of 19.78 acres and two tracts.

This certificate of survey, if approved, will allow one single family structure on each tract. Filkins Lane, a private road providing access to 144th Ave NE, was created by easement previously granted by the adjacent property (which is currently under common ownership with this property), and will be utilized to serve as an access to the parcels created by this COS. Private individual sanitary sewer system and water well 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 108th Avenue S.E.

RECOMMENDATION:

The surveyor has requested a variance in the private road width and variance in the minimum acre requirement for the two tracts. Based upon the above information, staff recommends approval of the request for a variance in the private road width requirement from 20' to 12' and variance in the minimum requirements for ten acres to 9.94 and 9.93 acres and approval of Norman Rural Certificate of Survey No. COS-2425-6 for Filkins Ridge.

Filkins Ridge

Norman Rural Certificate of Survey

Part of the Southwest Quarter of Section 32, T 10 N, R 1 E of the I.M.
Norman, Cleveland County, Oklahoma

LEGAL DESCRIPTION: (Parent Tract)

The East Half of the Northwest Quarter of the Southwest Quarter (E/2 NW/4 SW/4) of Section Thirty-two (32) Township Ten (10) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma.

LEGAL DESCRIPTION: (Tract 1)

A parcel of land being a part of the East half of the Northwest quarter of the Southwest quarter (E/2 NW/4 SW/4) of Section Thirty-two (32) Township Ten (1) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the northwest corner of the Southwest quarter (SW/4) of said Section 32; Thence South 89°27'08" East, along the north line of said SW/4, a distance of 656.26 feet to the northwest corner of said E/2 NW/4 SW/4, said point also being the Point of Beginning.

Thence continuing South 89°27'08" East, along the north line of said E/2 NW/4 SW/4, a distance of 656.26 feet to the northeast corner of said E/2 NW/4 SW/4; Thence South 00°14'36" East, along the east line of said E/2 NW/4 SW/4, a distance of 662.39 feet; Thence North 89°29'04" West, a distance of 651.15 feet to the northeast corner of Tract 1 of Stella Hills Estates, a Norman Rural Certificate of Survey recorded at Book 5986, Page 229 in the Cleveland County Clerk and Recorders Offices; Thence North 00°41'01" West a distance of 662.85 feet to the Point of Beginning. Containing 9.94 acres, more or less.

This legal description was prepared by Greg P. Skinner, Oklahoma PLS 1458 on 4/30/2024 and has a basis of bearings hold the west line of the southwest quarter of Section 32, T10N, R1E as bearings North 00°21'23 West as shown on the Norman Rural Certificate of Survey of STELLA HILLS ESTATES as recorded in the Cleveland County Clerk and Recorders offices at Book 5986, Page 229.

LEGAL DESCRIPTION: (Tract 2)

A parcel of land being a part of the East half of the Northwest quarter of the Southwest quarter (E/2 NW/4 SW/4) of Section Thirty-two (32) Township Ten (1) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the northwest corner of the Southwest quarter (SW/4) of said Section 32; Thence South 89°27'08" East, along the north line of said SW/4, a distance of 656.26 feet to the northwest corner of said E/2 NW/4 SW/4; Thence South 00°41'01" East, a distance of 662.85 feet to the northeast corner of Tract 1 of Stella Hills Estates, a Norman Rural Certificate of Survey recorded at Book 5986, Page 229 in the Cleveland County Clerk and Recorders offices, said point also being the Point of Beginning.

Thence South 00°05'04" West, a distance of 662.95 feet to the southwest corner of said E/2 NW/4 SW/4; Thence South 89°32'13" East, a distance of 654.94 feet to the southeast corner of said E/2 NW/4 SW/4; Thence North 00°14'36" West, along the east line of said E/2 NW/4 SW/4, a distance of 662.39 feet; Thence North 89°29'04" West, a distance of 651.15 feet to the Point of Beginning. Containing 9.93 acres, more or less.

This legal description was prepared by Greg P. Skinner, Oklahoma PLS 1458 on 4/30/2024 and has a basis of bearings hold the west line of the southwest quarter of Section 32, T10N, R1E as bearings North 00°21'23 West as shown on the Norman Rural Certificate of Survey of STELLA HILLS ESTATES as recorded in the Cleveland County Clerk and Recorders offices at Book 5986, Page 229.

LEGAL DESCRIPTION: (50 foot Private Road and Utility Easement)

A Fifty foot wide Private Road and Utility Easement being a part of the East half of the Northwest quarter of the Southwest quarter (E/2 NW/4 SW/4) of Section Thirty-two (32) Township Ten (1) North, Range One (1) East of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the northwest corner of the Southwest quarter (SW/4) of said Section 32; Thence South 89°27'08" East, along the north line of said SW/4, a distance of 656.26 feet to the northwest corner of said E/2 NW/4 SW/4; Thence South 00°41'01" East, a distance of 612.85 feet to the Point of Beginning.

Thence continuing South 00°41'01" East, a distance of 50.00 feet; Thence North 89°29'04" East, a distance of 100.00 feet; Thence North 00°41'01" West, a distance of 50.00 feet; Thence North 89°29'04" West, a distance of 100.00 feet to the Point of Beginning.

This legal description was prepared by Greg P. Skinner, Oklahoma PLS 1458 on 4/30/2024 and has a basis of bearings hold the west line of the southwest quarter of Section 32, T10N, R1E as bearings North 00°21'23 West as shown on the Norman Rural Certificate of Survey of STELLA HILLS ESTATES as recorded in the Cleveland County Clerk and Recorders offices at Book 5986, Page 229.

CERTIFICATION:

I, Greg P. Skinner, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that this Rural Certificate of Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying which was adopted by the Board of Licensure for Professional Engineers and Land Surveyors.

STATE OF OKLAHOMA)
COUNTY OF PONTOTOC)

Greg P. Skinner Date
Oklahoma L.S. 1458

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared Greg P. Skinner, to me known to be an identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission Expires	Connie Kyle Skinner - Notary Public	Sheet No:
Job No. 48910	Greg P. Skinner, PLS 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	2 of 3
Field Date: 4/24/2024		Item 11.
Revised:		

Filkins Ridge
Norman Rural Certificate of Survey
Part of the Southwest Quarter of Section 32, T 10 N, R 1 E of the I.M.
Norman, Cleveland County, Oklahoma

NORMAN PLANNING COMMISSION

Accepted by the City of Norman, Oklahoma, Planning Commission on this _____ day of _____, 2024.

Chairperson

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared _____ to me known to be an identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission Expires _____ Notary Public

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this _____ day of _____, 2024.

City Clerk

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2024, personally appeared _____ to me known to be an identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

My Commission Expires _____ Notary Public

Job No. 48910	Greg P. Skinner, PLS 11600 County Road 3630 Ada, Oklahoma 74820 (405) 255-6161	Sheet No: 3 of 3
Field Date: 4/24/2024		
Revised:		



Greg P. Skinner Surveying
11600 C. R. 3630
Ada, Oklahoma 74820

Phone: 405-255-6161
Email: cornerstonesurveying@gmail.com

October 01, 2024

Attn: Planning Commission and Staff

RE: Variance Request (s)

1. Short Section approval (tract less than 10 acres – 9.93 acres)
2. Width reduction of private road to 12'

Dear Commissioners and Staff;

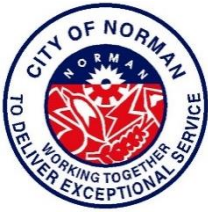
Consideration of a Norman Rural Certificate of Survey prepared by Greg P. Skinner, Oklahoma PLS 1458, for approximately 19.87 acres of property generally located on the east side of 144th Avenue NE and north of Indian Hills Road; to be divided into approximately 10-acre tracts.

- We are requesting variance approval to sub-divide the 19.87-acre tract into two 10-acre tracts and, based on a short section, to 9.94 and 9.93 acres.
- Additionally, we are requesting variance approval for the construction of a private ingress/egress road with a width from 20' to 12' based on the fact the private road standard adopted by the City Council allows it based on the number of tracts, four (4) or less, than that it serves.

respectfully,

A handwritten signature in black ink, appearing to read 'Greg P. Skinner', written over a white background.

Greg P. Skinner
Oklahoma PLS 1458



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2024

REQUESTER: Daniel and Shelly Filkins & Greg Skinner (Skinner Land Surveying)

PRESENTER: Ken Danner, Subdivision Development Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-6: CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY GREG SKINNER (SKINNER LAND SURVEYING) FOR FILKINS RIDGE COS FOR 19.87 ACRES, WITH A VARIANCE ON THE PRIVATE ROAD WIDTH FROM 20' TO 12' SERVING TWO TRACTS AND A VARIANCE IN THE MINIMUM 10 ACRES REQUIREMENT FOR TRACT 1 AT 9.94 ACRES AND TRACT 2 AT 9.93 ACRES LOCATED AT 6607 144TH AVENUE NORTHEAST.

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-6 FOR FILKINS RIDGE.**

LOCATION: Generally located on the east side of 144th Avenue N.E. and approximately 1/4 mile north of Indian Hills Road.

INFORMATION:

1. Owners. Daniel and Shelly Filkins.
2. Developer. Daniel and Shelly Filkins.
3. Surveyor. Greg Skinner, PLS.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1317 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. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

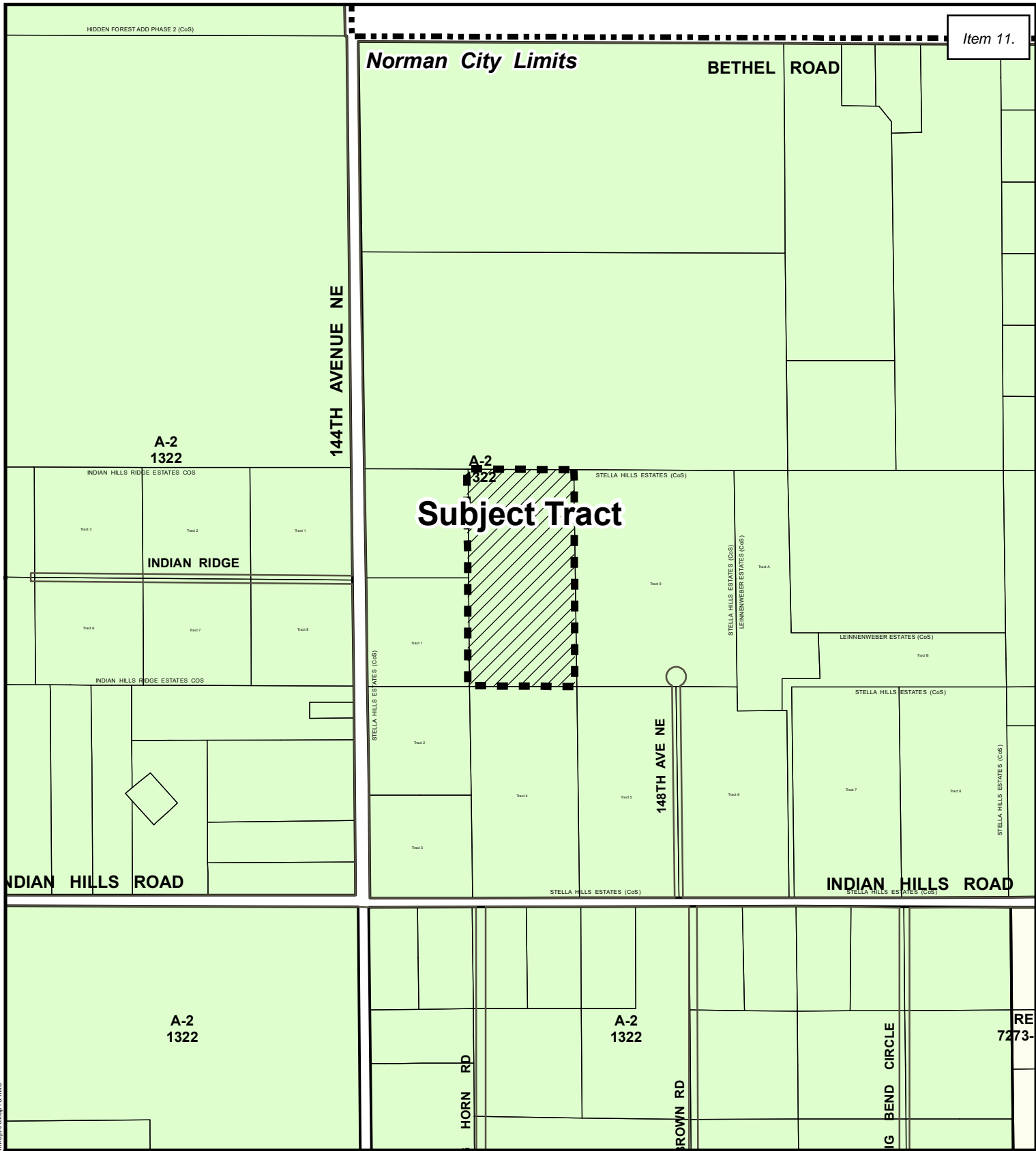
1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Acreage. This property consists of 19.87 acres. Tract 1 consists of 9.94 acres and Tract 2 consists of 9.93 acres.
5. Private Road. The private road will serve two tracts 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 the two tracts.

SUPPLEMENTAL MATERIAL: Copies of a location map, Norman Rural Certificate of Survey No. COS-2425-6 for Filkins Ridge and a letter of request for a variance in the minimum width requirement for a private road and a variance the the minumun acreage requirements from 10 acres to 9.94 and 9.93 acres 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 two tracts and a variance in the minimum ten (10) acre requirements based on the fact this is a short section and unable to be ten acres per tract. Staff recommends approval of a variance in the private road width requirement from 20' width to a 12' width since it serves only two tracts and a variance in the minimum ten (10) acres requirement. Staff supports the variances and approval of Norman Rural Certificate of Survey No. COS-2425-6 for Filkins Ridge.

ACTION NEEDED: Recommend approval or disapproval of a variance in the private road width from 20' to 12' serving two tracts and a variance in the minimum 10 acres requirement for Tract 1 at 9.94 acres and Tract 2 at 9.93 acres and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2425-6 for Filkins Ridge to City Council.

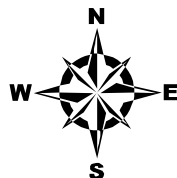
ACTION TAKEN: _____



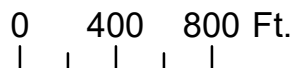
Location Map





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



September 9, 2024



-  Subject Tract
-  Zoning

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT FOR NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-6 FOR FILKINS RIDGE AND A VARIANCE IN THE PRIVATE ROAD WIDTH REQUIREMENTS FROM 20-FEET TO 12-FEET, AND A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FROM 10 ACRES TO 9.94 ACRES FOR TRACT 1 AND FROM 10 ACRES TO 9.93 ACRES FOR TRACT 2

LOCATION: Generally located one-quarter mile north of Indian Hills Road and 660-feet east of 144th Avenue N.E.

INFORMATION:

1. Owners. Daniel and Shelly Filkins Trust.
2. Developers. Daniel and Shelly Filkins
3. Surveyor. Greg Skinner, PLS.

HISTORY:

1. Refer to the Planning Commission Staff Report, October 10, 2024.
2. October 10, 2024. Planning Commission, on a vote of 6-0, recommended to City Council that Certificate of Survey No. COS-2425-6 for Filkins Ridge be approved with a variance in the private road width from 20' to 12' and a variance in the 10 acre requirements for Tracts 1 and 2.

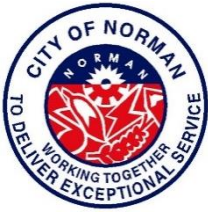
SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, certificate of survey, Staff Report recommending approval, letter of request for a variance in the private road width requirement and variance in the ten acre requirement and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject a variance in minimum the private road width requirement from 20-feet to 12-feet, a variance in the minimum acreage requirement from 10 acres to 9.94 acres for Tract 1 and 9.93 acres for Tract 2 and Certificate of Survey No. COS-2425-6 for Filkins Ridge, and, if approved, direct the filing of Certificate of Survey No. COS-2425-6 for Filkins Ridge with the Cleveland County Clerk subject to the completion of the private road.

ACTION TAKEN: _____

File Attachments for Item:

12. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-2 FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXIII, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED ½ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FP-2425-2 FINAL PLAT FOR UNIVERSITY NORTH PARK, SECTION XXIII, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED ½ MILE EAST OF 24TH AVENUE N.W. AND ½ MILE SOUTH OF ROCK CREEK ROAD)

BACKGROUND:

This item is a final plat for University North Park Addition, Section XXIII, a Planned Unit Development, and is generally located ½ mile east of 24th Avenue N.W. and ½ mile south of Rock Creek Road. This property consists of 11.99 acres and three (3) lots and three (3) common areas. The proposed use will be retail, Hobby Lobby and Mardel. The Norman Development Committee, at its meeting of October 23, 2024, reviewed and approved the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXIII, a Planned Unit Development and submitted to City Council for consideration.

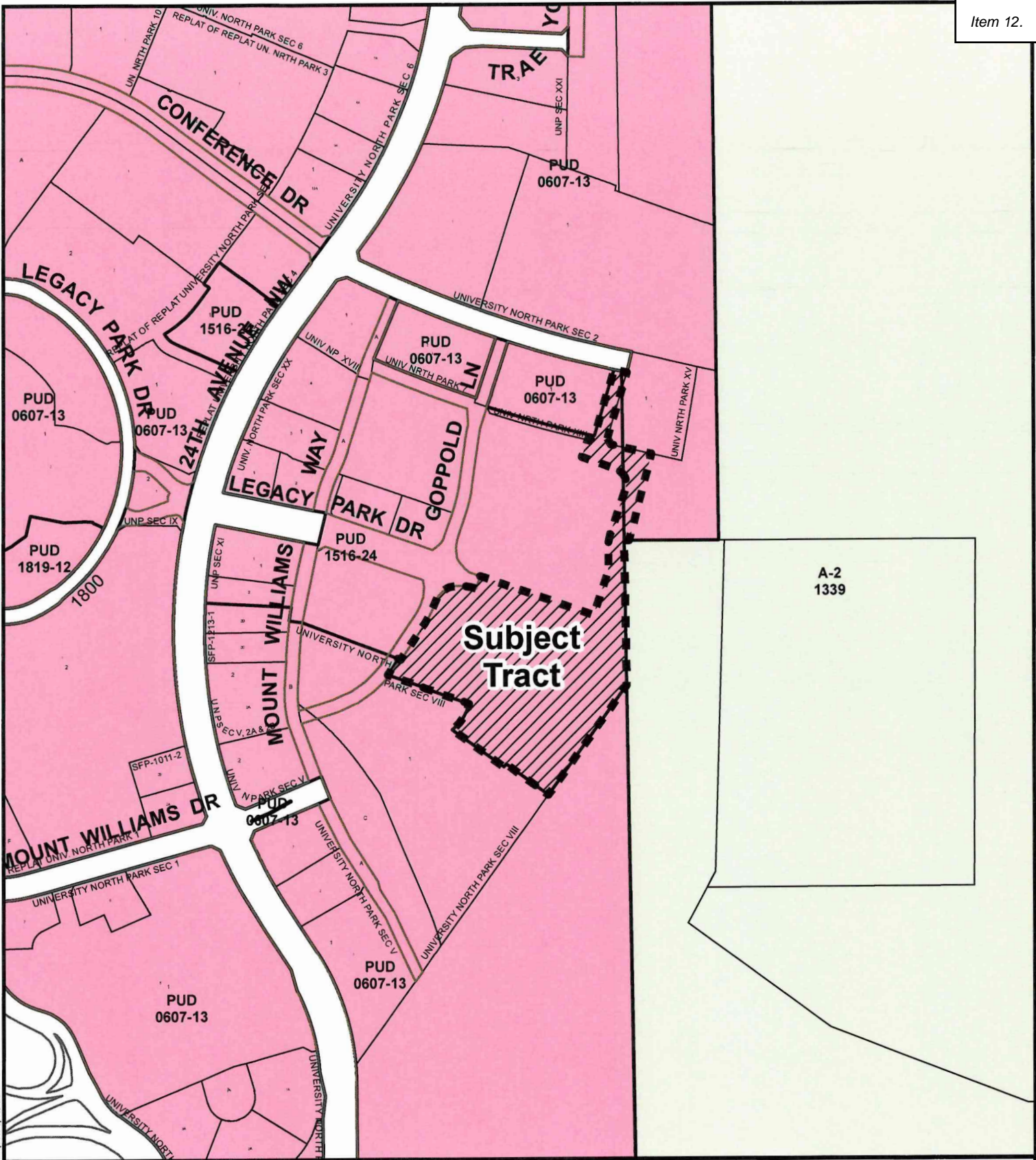
DISCUSSION:

The public improvements required of this plat consist of water mains with fire hydrants. Sanitary sewer main will be extended to serve the lots. Storm water will be conveyed to an off plat existing privately maintained detention facility through an underground system. Private streets constructed to City standards will be utilized within the development. Sidewalks will be constructed adjacent to the private streets.

The developer may submit a concurrent construction request to the Norman Development Committee in the near future.

RECOMMENDATION:

Based upon the above information, staff recommends acceptance of the public dedications, approval of the final site development plan and final plat and the filing of the final plat, subject to completion of public improvements or bonding of the public improvements through the concurrent construction process.



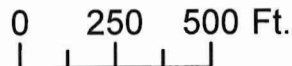
Location Map



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

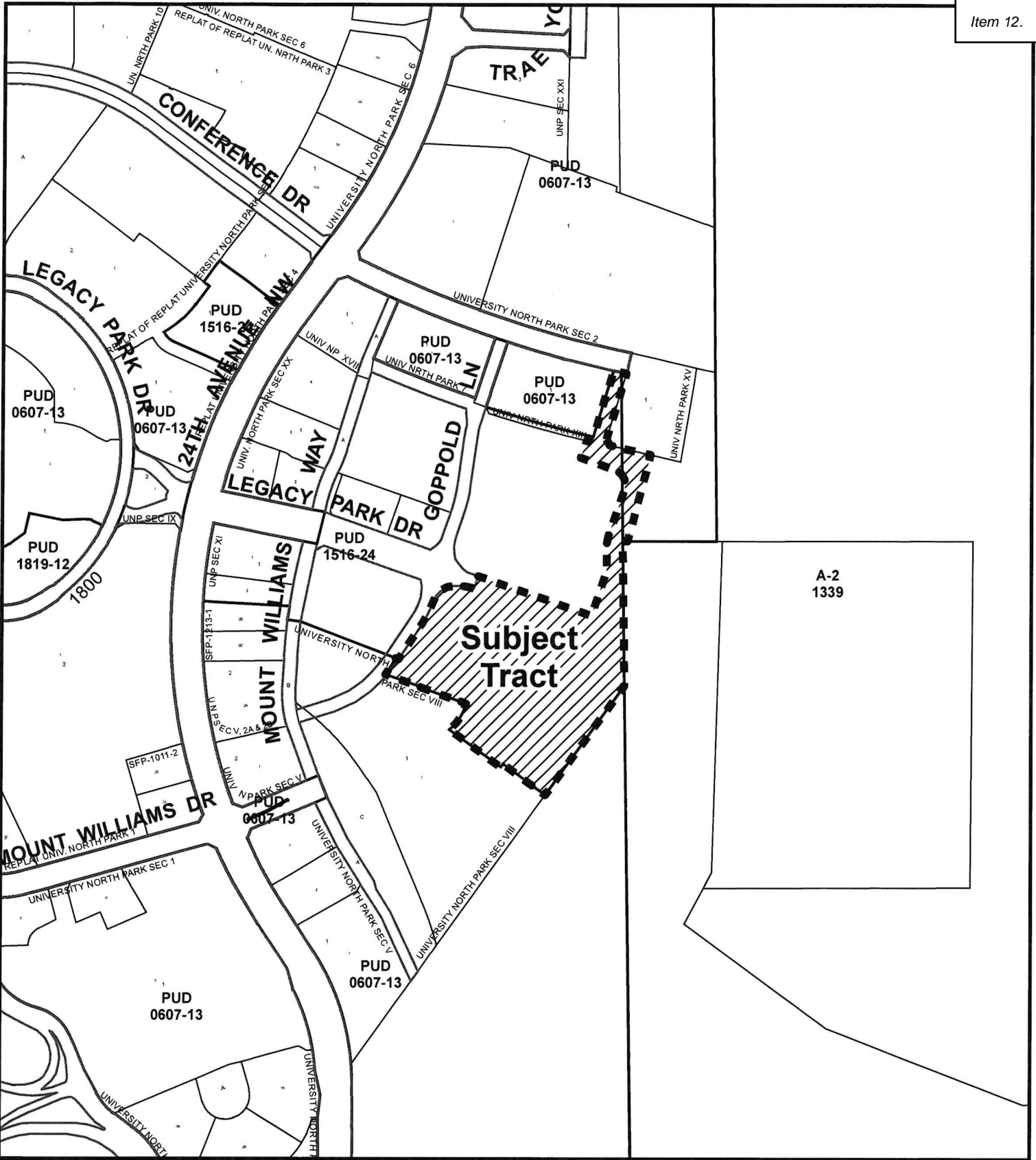


October 22, 2024



-  Subject Tract
-  Zoning

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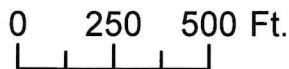
Location Map



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



October 22, 2024



-  Subject Tract
-  Zoning

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR UNIVERSITY NORTH PARK ADDITION, SECTION XXIII, A PLANNED UNIT DEVELOPMENT AND THE ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located ½ mile east of 24th Avenue N.W. and ½ mile south of Rock Creek Road.

INFORMATION:

1. Owner. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. Refer to the Norman Development Committee Staff Report, October 23, 2024.
2. October 23, 2024. The Norman Development Committee reviewed and approved the program of improvements, final site development plan and final plat for University North Park Addition, Section XXIII, a Planned Unit Development and submit it to City Council for consideration.

IMPROVEMENT PROGRAM:

1. Refer to the Norman Development Committee Staff Report, October 23, 2024.

PUBLIC DEDICATIONS:

2. Refer to the Norman Development Committee Staff Report, October 23, 2024.

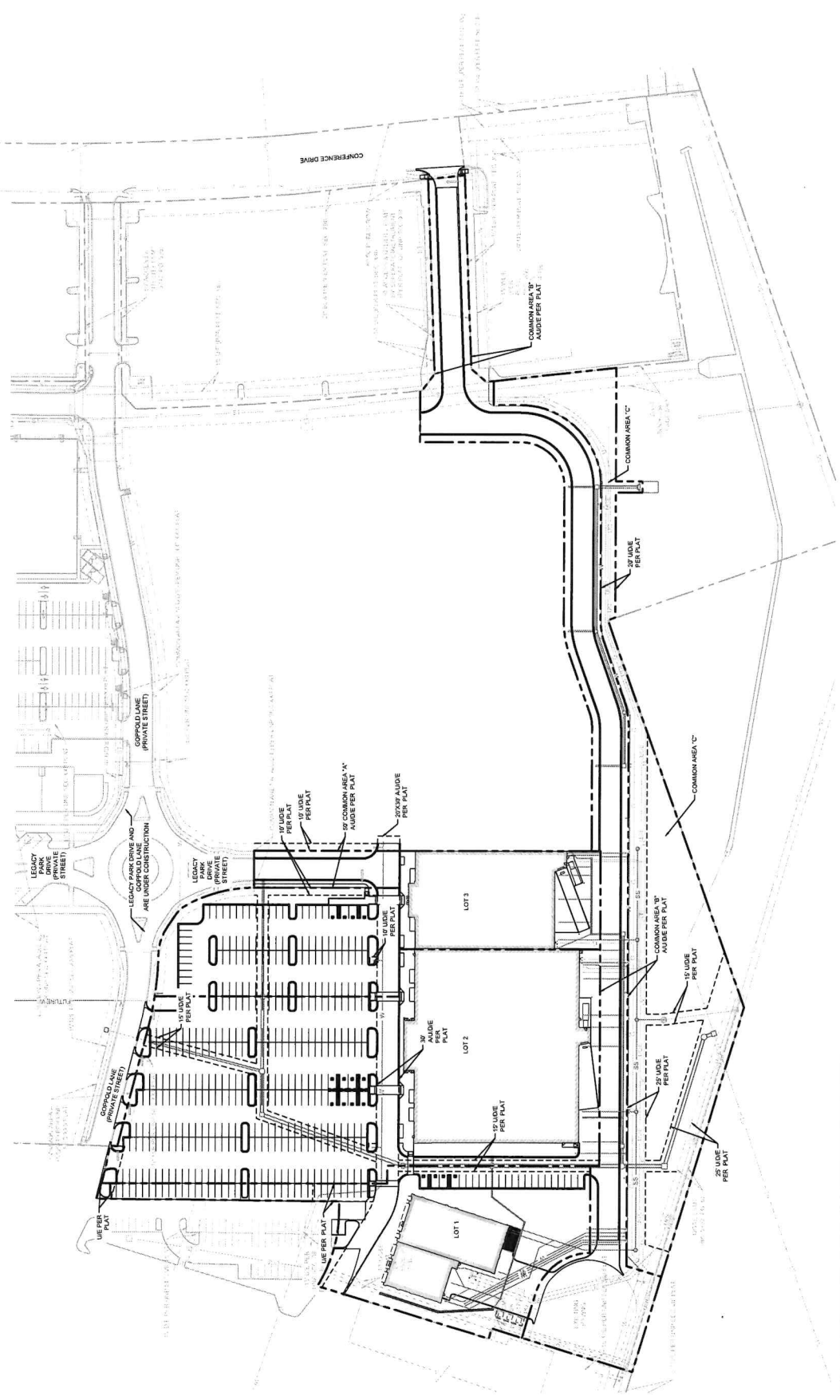
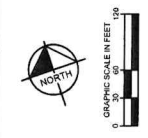
SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, final site development plan, final plat, Staff Report recommending approval and Development Committee form are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final site development plan and final plat; and, if approved, accept the public dedications contained within the final plat; and direct the filing of the final site development plan and final plat and authorize the Mayor to sign the final plat subject to completion and the City Development Committee's acceptance of the public improvements or securing the public improvements through the concurrent construction process.

ACTION TAKEN: _____

FINAL SITE DEVELOPMENT PLAN UNIVERSITY NORTH PARK SECTION XXIII

A PLANNED UNIT DEVELOPMENT
A PART OF THE N.E. 1/4 AND S.E. 1/4 OF SECTION 23 AND THE NW 1/4 OF SEC. 24, T. 9 N., R. 3 W., I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



KIM PROJECT DATE SEPTEMBER 11, 2024 SCALE AS SHOWN DESIGNED BY JLM CHECKED BY SRC	UTC AREA 6 INFRASTRUCTURE 3 NORMAN, OKLAHOMA	FINAL SITE DEVELOPMENT PLAN	SHEET NUMBER C-006
	4775 GALLERIA PARKWAY, SUITE 200 OKLAHOMA CITY, OK 73146 PHONE: (405) 442-8800 FAX: (405) 442-8801 WWW.KIMLEY-HORN.COM		
NO.	REVISIONS	DATE	BY

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2425-2

DATE:
October 23, 2024----

STAFF REPORT

ITEM: Consideration of a Final Plat for **UNIVERSITY NORTHI PARK ADDITION SECTION XXIII, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located ¼ mile east of 24th Avenue N.W. and ½ mile south of Rock Creek Road.

INFORMATION:

1. Owners. University Town Center, L.L.C.
2. Developer. University Town Center, L.L.C.
3. Engineer. Kimley-Horn.

HISTORY:

1. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
3. September 15, 1964. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
4. September 22, 1964. City Council adopted Ordinance No. 1686 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
5. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the NORMAN 2020 Land Use and Transportation Plan be amended by designating this property as a Special Planning Area Designation and changing it from Industrial Designation.
6. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that this property be placed in the PUD, Planned Unit

Development and removed from I-1, Light Industrial District and A-2, Rural Agricultural District.

7. July 11, 2002. Planning Commission, on a vote of 5-0-2, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
8. August 13, 2002. City Council amended the NORMAN 2020 Land Use and Transportation Plan designating this property as a Special Planning Area.
9. August 13, 2002. City Council adopted Ordinance No. O-0203-2 placing this property in the PUD, Planned Unit Development, and removing it from I-1 and A-2 zoning classification. The approval included the preliminary plat for University North Park Addition.
10. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council the amending of the Planned Unit Development Narrative.
11. September 14, 2006. Planning Commission, on a vote of 7-0, recommended to City Council that the preliminary plat for University North Park Addition, a Planned Unit Development be approved.
12. October 24, 2006. City Council postponed indefinitely Ordinance No. O-0607-13, amending the Planned Unit Development Narrative and Site Development Plan for University North Park Addition, a Planned Unit Development.
13. October 24, 2006. City Council postponed indefinitely the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.
14. December 12, 2006. City Council approved Ordinance No. O-0607-13 amending the Planned Unit Development Narrative and Site Development Plan and approved the revised Preliminary Plat for University North Park Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to the filing of the final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards to serve each lot.

4. Sidewalks. Sidewalks will be constructed adjacent to the proposed private street.
5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. An off plat privately-maintained detention pond will be utilized.
6. Streets. Private streets will be constructed to City standards serving this area.
7. Water Mains. Water mains will be installed in accordance with City and State Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, final site development plan and final plat are attached.

STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the Development Committee review and approve the program of public improvements, final site development plan and final plat for University North Park Addition, Section XXIII, a Planned Unit Development and submit them to City Council for consideration.

This property consists of 11.99 acres and three (3) lots and three (3) common areas. The proposed use will be Hobby Lobby, Mardel and/or retail.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: Sept. 24, 2024

Part I: To be Completed by Applicant:

1. Applicant(s):
Jared J. Krittenbrink, P.E.
Kimley-Horn on behalf of University Town Center, LLC

Signature of Applicant(s) *Jared Krittenbrink*

Telephone Number and Address:
405-241-4540
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
2. Project Name and Legal Description:
University North Park, Section XXIII, a Planned Unit Development

3. Action Request of Development Committee:
Request the Development Committee approve the program of public improvements, final site development plan, and final plat, and submit to City Council for consideration.

Part II: To Be Completed by Development Committee:

Development Committee Met on: October 23, 2024

Development Committee Findings:

The engineer for the owners has requested the Development Committee approve a program of public improvements, final site development plan and final plat and submit to City Council for consideration.

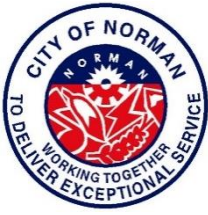
Development Committee Recommendations:

The Development Committee recommends approval of the final site development plan and final plat for University North Park Addition, Section XXIII, a Planned Unit Development.

		Record of Acceptance:			
		Yes	No		
<u><i>[Signature]</i></u> Director of Public Works	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>[Signature]</i></u> Director of Planning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>[Signature]</i></u> Director of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>[Signature]</i></u> Planning Services Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u><i>[Signature]</i></u> City Engineer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u><i>[Signature]</i></u> Subdivision Development Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2324-2:
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY \$1,651.62 FOR A REVISED CONTRACT AMOUNT OF \$540,076.93 FOR THE SIDEWALK CONCRETE PROJECTS AND BUS STOP ADDITIONS AND IMPROVEMENTS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$28,000.21.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-2324-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE L.L.C., DECREASING THE CONTRACT AMOUNT BY \$1,651.62 FOR A REVISED CONTRACT AMOUNT OF \$540,076.93 FOR THE SIDEWALK CONCRETE PROJECTS AND BUS STOP ADDITIONS AND IMPROVEMENTS PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$28,000.21.

BACKGROUND:

The fiscal year 2023-2024 (FYE 2024) Sidewalk Concrete Projects consisted of removal and replacement of sidewalks and handicap ramps as needed at various locations throughout the City of Norman and The Bus Stop Additions and Improvements Project consisted of the installation and/or modification of 54 bus stops.

The FYE 2024 Sidewalk Concrete Projects (K-2324-2) bids were opened on June 15, 2023 with Arroyo's Concrete LLC, submitting the winning bid of \$330,885.50. Change order 1 for \$7,802 was included as part of the original contract to provide additional funding throughout the year to complete necessary repairs in the Citywide 50%/50% Program. The contract was approved by City Council on July 25, 2023. Work began on August 21, 2023 and is now completed.

An Invitation to Bid was advertised for the installation of 74 bus stops in June of 2023 and two bids were received. These new bus stops were needed to accommodate the 2023 route changes recently implemented by Embark Norman. After evaluation of the bids it was determined that both bids exceeded the engineer's estimate of \$160,668. The bids received were \$310,915 and \$427,810. Both bids were rejected. Evaluation showed that the actual work required to construct the bus stops to meet all applicable ADA requirements was more than initially expected. This is mostly due to the need to lower existing sidewalks to meet maximum slopes from the curb. In addition, there have been significant cost increases in materials and labor for concrete work.

Staff reviewed current contracts and determined that this work was consistent with the unit priced items being completed for the FYE 2024 Sidewalk Concrete Projects, Contract K-2324-2, that would result in a unit price overrun addressed through a change order. Arroyo's Concrete, LLC agreed to construct or modify the 54 bus stops based on unit bid prices and anticipated quantities at a cost of \$196,357 (this cost exceeded the engineer's estimate of \$160,668 by \$35,689 or 22.2%) pursuant to Contract K-2324-2. Change order #2 to K-2324-3, for \$196,357, was a 58% increase, based entirely on unit-bid prices, to the FYE 2024 Sidewalk Concrete Projects contract and was approved on November 14, 2023. Change Order #3, in the amount of \$6,684.05, for the installation of 2 additional bus stops, was approved on July 9, 2024.

DISCUSSION:

The total contract amount for K-2324-2 increased from \$330,885.50 to \$541,728.55 with Change Orders #1, #2, and #3. Of the thirty-seven (37) originally-bid items, thirty-six (36) experienced have experienced a quantity change. Eight (8) quantity changes resulted in an increased cost, while twenty eight (28) bid items resulted in a decreased cost and one (1) bid item was provided as bid for an overall contract decrease of \$1,651.62 or .003%. Major overrun items included unclassified excavation, unclassified borrow, sidewalk concrete removals and sidewalk concrete placement. Major underrun items included solid slab sodding and curb and gutter removal and placement.

Funds are available and requested to be transferred from the following projects: \$14,877.57 Downtown Sidewalks/Curbs (Project TC0274; Account 50597716-46101); \$5,154.95 Sidewalk Program Schools and Art (Project TC0249; Account 50593317-46101); and \$7,967.69 Sidewalks and Trails – New (Project TC0262; Account 50591179-46101) for the final payment amount of \$28,000.21.

FISCAL IMPACT:

A summary table showing the change in the project cost is shown below:

Item	Budget	Amount Used	Remaining	Project ID
Original Contract	\$330,885.50	\$329,874.23	\$1,011.27	TC0274 TC0249 TC0262 TC0238 TC0273
Change Order 1	\$7,802.00	\$7,802.00	\$0.00	TC0274
Change Order 2	\$196,357.00	\$195,716.65	\$640.35	BG0085
Change Order 3	\$6,684.05	\$6,684.05	\$0.00	BG0085
Total	\$541,728.55	\$540,076.93	\$1,651.62	

Staff has found the work to be complete and acceptable with all punch list items addressed and is proposing the closing of this contract (K-2324-2) with Arroyo’s Concrete LLC.

RECOMMENDATION 1

Staff recommends that Change Order 4 decreasing contract K-2324-2 with Arroyo’s Concrete LLC by \$1,651.62 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2024 Sidewalk Concrete Projects, Contract K-2324-2, and final payment to Arroyo's Concrete LLC in the amount of \$28,000.21.

Reviewed by: Scott Sturtz, Acting Public Works Director
 Clint Mercer, Chief Accountant
 Anthony Francisco, Director of Finance
 Darrel Pyle, City Manager

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 4

DATE: October 8, 2024

CONTRACT NO.: K-2324-2

SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2024 SIDEWALK CONCRETE PROJECTS

CONTRACTOR: Arroyo's Concrete LLC.

Address: 1233 SW 41st Street.

City, State, Zip: Oklahoma City, OK 73109

Original Completion Date: June 30, 2024

Previous Completion Date: June 30, 2024 ORIGINAL CONTRACT AMOUNT: \$330,885.50

(Increase) this change order 0 Calendar days

New Completion Date June 30, 2024 PRESENT CONTRACT AMOUNT: \$541,728.55

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$1,651.62	\$0.00

This change order is for the reduction in cost for the FYE 2024 Sidewalk Concrete Projects final pay application.

NET CHANGE: \$ -1,651.62

REVISED CONTRACT AMOUNT \$540,076.93

CONTRACTOR: Emilio Arroyo DATE: 10-15-24

CITY ENGINEER: [Signature] DATE: 10/16/24

CITY ATTORNEY: Elizabeth Luchala DATE: 10/16/24

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 4
City of Norman
Cleveland Co., Oklahoma

Project Name: FYE 2024 SIDEWALK CONCRETE PROJECTS
Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 225 N WEBSTER AVE.
NORMAN, OK 73070
405.366.5315

Project Account Number's: TC0273

Contract No. K-2324-2

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item; and
 2. Itemization of all labor with number of hours per operation and cost per hour; and
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)
CHANGE ORDER NO. 4
PROJECT NAME: FYE 2024 CONCRETE PROJECTS

Item	Description	Decrease	Increase
	FYE 2024 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT		
	Acct. No. 050-90052-46101 Proj. No.TC00273		
3	Solid Slab Sodding 71.453 SY x \$8.00/SY=	\$571.62	
23	Detectable Warning Surface 20 SF x \$30.00/SF=	\$600.00	
30	Removal of Curb and Gutter 20LF x \$10.00/LF=	\$200.00	
31	Installation of Curb and Gutter 10 LF x \$28.00/LF=	\$280.00	
	TOTAL PROJECT DECREASE	\$1,651.62	

FYE 2024 SIDEWALKS AND TRAILS PROJECT

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION:

ENGINEER: Steve Guizzo

TO: CITY OF NORMAN:

CONTRACTOR: Arroyo's Concrete LLC

APPLICATION DATE: 09/09/2024

APPLICATION NO. FINAL

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner	ADDITIONS \$	DEDUCTIONS \$	ORIGINAL CONTRACT SUM \$
TOTAL			\$
Subsequent Change Orders Approved (Date)			Net change by Change Orders \$
			CONTRACT SUM TO DATE \$

TOTAL COMPLETED & STORED TO DATE	\$ 68,976.70
RETAINAGE 5 %	\$ 3,448.82
TOTAL EARNED LESS RETAINAGE	\$
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 3,448.82

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 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 shown herein is now due.

CONTRACTOR:

By: Emilio Arroyo

Date: 09/09/2024

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 3,448.82

INSPECTOR:

BY: 

ENGINEER/OWNER

BY: STEVE GUIZZO

FINAL

PAY EST. No.: 09/09/2024
DATE:

To: CITY OF NORMAN

Re: BID 2223-75 F.Y.E. 2024 SIDEWALKS AND TRAILS PROJECT

Work Completed Through:

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimate Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	CY	50	\$15.00	\$750.00	0	0	47		\$705.00	\$705.00
2	Unclassified Borrow	CY	0	\$20.00	\$0	0	0			0	0
3	Solid Slab Sodding	SY	0	\$8.00	\$0	0	0	56		\$1,120.00	\$1,120.00
4	Remove Tree 6" to 15" in Dia	EA	0	\$800.00	\$0	0	0	0		0	0
5	Remove Tree 16" to 24" in Dia	EA	0	\$1200.00	\$0	0	0	0		0	0
6	Remove Tree 25" or more in Dia	EA	0	\$2100.00	\$0	0	0	0		0	0
7	Removal of Conc. Sidewalk	SY	20	\$10.00	\$200.00	0	0	11.08		\$110.80	\$110.80
8	Removal of 6" Conc. Pavement	SY	0	\$15.00	\$0	0	0	0		0	0
9	Removal of 6" to Conc. Pavement w/ reinforcing steel	SY	0	\$15.00	\$0	0	0	0		0	0
10	Removal of 9" Concrete Pavement	SY	0	\$16.00	\$0	0	0	0		0	0
11	Removal of 6" to Asphalt Pavement	SY	0	\$15.00	\$0	0	0	0		0	0
12	Sawing Pavement/Sidewalk	LF	100	\$4.00	\$400.00	0	0	52		\$208.00	\$208.00
13	Install 4" Conc. Sidewalk	SY	725	\$60.00	\$43,500.00	0	0	795.85		\$47,751.00	\$47,751.00
14	Install 6" Conc. Sidewalk	SY	0	\$65.00	\$0	0	0	0		0	0
15	Removal of Conc. retaining wall	LF	0	\$16.00	\$0	0	0	0		0	0
16	Install 6" Concrete Curb (6" barrier-Integral)	LF	400	\$10.00	\$4,000.00	0	0	190		\$1,900.00	\$1,900.00
17	Concrete Retaining wall	CY	0	\$750.00	\$0	0	0	0		0	0
18	Manufactured Concrete Block Retaining wall (ft/course laid)	LF	0	\$75.00	\$0	0	0	0		0	0
19	Flowable Fill	CY	0	\$200.00	\$0	0	0	0		0	0
20	6" Conc. (I.I.E.S. 3000PSI)	SY	0	\$65.00	\$0	0	0	0		0	0
21	Sidewalk Ramps	SF	20	\$110.00	\$2,200.00	0	0	22.49		\$2,473.90	\$2,473.90
22	Detectable Warning Surface	SF	20	\$30.00	\$600.00	0	0	10		\$300.00	\$300.00
23	Adjust Valve Boxes to grade	EA	0	\$250.00	\$0	0	0	1		\$250.00	\$250.00
24	Adjust Meter Boxes to grade	EA	0	\$250.00	\$750.00	0	0	0		\$0	\$0
25	Relocate Water Meter Box	EA	0	\$2,500.00	\$0	0	0	0		0	0
26	Install 1/2" Joint Dowels	EA	200	\$8.00	\$1,600.00	0	0	33		\$264.00	\$264.00
27	Pedestrian Push Button Crosswalk Actuator and pole	ALL	0	\$750.00	\$3,000.00	0	0	0		0	0
28	Removal of Curb and Gutter	LF	60	\$10.00	\$600.00	0	0	30		\$300.00	\$300.00
29	Install Curb and Gutter	LF	40	\$28.00	\$1,120.00	0	0	11		\$308.00	\$308.00
30	Relocation of Existing Sprinkler Head	EA	0	\$50.00	\$0	0	0	0		0	0
31	Installation of New Sprinkler Head	EA	0	\$50.00	\$0	0	0	0		0	0
32	Relocation of Sprinkler Control Valve Box	EA	0	\$1,200.00	\$0	0	0	0		0	0
33	Mob/De-Mob	LS	1	\$3,286.00	\$3,286.00	0	0	1		\$3,286.00	\$3,286.00
34	Traffic Control Allowance	ALL	1	\$10,000.00	\$10,000.00	0	0	1		\$10,000.00	\$10,000.00

Total Base Bid _____ %

	Original Contract Amount	Change Orders	New Contract Amount	Contract Amendments	Current Contract Amount	Previous Estimates	Payment Amount	EARNING TO DATE
\$								\$ 68,976.70
\$								\$ 3,448.83
\$								\$
\$								
\$								
						Total Due to Date		Total Due this Estimate
								3,448.83

FYE 2024 DOWNTOWN AREA SIDEWALKS AND CURBS

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION: _____ ENGINEER: Steve Guizzo

TO: CITY OF NORMAN:

CONTRACTOR: Arroyo's Concrete LLC

APPLICATION DATE: 09/09/2024

APPLICATION NO. FINAL

PERIOD FROM: _____ TO: _____

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner	ADDITIONS \$	DEDUCTIONS \$	ORIGINAL CONTRACT SUM	\$ _____
TOTAL			Net change by Change Orders	\$ _____
Subsequent Change Orders Number Approved (Date)			CONTRACT SUM TO DATE	\$ _____
Net change by Change Orders	\$ _____		TOTAL COMPLETED & STORED TO DATE	\$ 36,970.99
			RETAINAGE 5 %	\$ 1,848.55
			TOTAL EARNED LESS RETAINAGE	\$ _____
			LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,848.55

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 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 shown herein is now due.

CONTRACTOR: _____ Date: 09/09/2024
By: Emilio Arroyo

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 1,848.55

INSPECTOR: _____ ENGINEER/OWNER
By: Steve Guizzo BY: STEVE GUIZZO

To: CITY OF NORMAN
 Re: FYE 20244 DOWNTOWN AREA SIDEWALK AND CURBS

PAY EST. No.: FINAL
 DATE: 09/09/2024

Work Completed Through:

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimate Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	CY	0	\$15.00	\$0	0	0	0		0	0
2	Unclassified Borrow	CY	0	\$20.00	\$0	0	0	56		\$1,120.00	\$1,120.00
3	Solid Slab Sodding	SY	20	\$8.00	\$160.00	0	0	7		\$56.00	\$56.00
4	Remove Tree 6" to 15" in Dia	EA	0	\$800.00	\$0	0	0	0		0	0
5	Remove Tree 16" to 24" in Dia	EA	0	\$1200.00	\$0	0	0	0		0	0
6	Remove Tree 25" or more in Dia	EA	0	\$2100.00	\$0	0	0	0		0	0
7	Removal of Conc. Sidewalk	SY	190	\$10.00	\$1,900.00	0	0	188.1		\$1,881.00	\$1,881.00
8	Removal of 6"-8" Conc. Pavement	SY	38	\$15.00	\$570.00	0	0	35.55		\$533.25	\$533.25
10	Removal of 9" Concrete Pavement	SY	0	\$15.00	\$160.00	0	0	0		0	0
11	Removal of 6" to Asphalt Pavement	SY	0	\$15.00	\$0	0	0	0		0	0
12	Sawing Pavement/Sidewalk	LF	250	\$4.00	\$1,080.00	0	0	242		\$968.00	\$968.00
13	Install 4" Conc. Sidewalk	SY	162	\$60.00	\$10,800.00	0	0	343.339		\$20,600.34	\$20,600.34
16	INSTALL 6" CURB	LF	144	\$10.00	\$1,440.00	0	0	152		\$1,520.00	\$1,520.00
20	6" Conc. (H.F.S. 3000PSI)	SY	38	\$68.00	\$2,584.00	0	0	35.55		\$2,417.4	\$2,417.4
21	Sidewalk Ramps	SF	0	\$110.00	\$7,560.00	0	0	0		0	0
22	Detectable Warning Surface	EA	0	\$30.00	\$0	0	0	0		0	0
23	Adjust Valve Boxes to grade	EA	0	\$250.00	\$0	0	0	0		0	0
24	Adjust Meter Boxes to grade	L/A	5	\$250.00	1,250.00	0	0	5		\$1,250.00	\$1,250.00
25	Relocate Water Meter Box	EA	0	\$2,500.00	\$0	0	0	0		0	0
26	Install 1/2" Joint Dowels	EA	200	\$8.00	\$1,600.00	0	0	79		\$632.00	\$632.00
28	Removal of Curb and Gutter	LF	180	\$10.00	\$1,800.00	0	0	174		\$1,740.00	\$1,740.00
29	Install Curb and Gutter	LF	180	\$28.00	\$5,040.00	0	0	22		\$616.00	\$616.00
30	Relocation of Existing Sprinkler Head	EA	0	\$50.00	\$0	0	0	0		0	0
31	Installation of New Sprinkler Head	EA	0	\$50.00	\$0	0	0	0		0	0
32	Relocation of Sprinkler Control Valve Box	EA	0	\$1,200.00	\$0	0	0	0		0	0
33	Mob/De-Mob	LS	1	\$1,637.00	\$1,637.00	0	0	1		\$1,637.00	\$1,637.00
34	Traffic Control Allowance	ALL	1	\$4,000.00	\$4,000.00	0	0	1		\$4,000.00	\$4,000.00
Total Base Bid											9%

FYE 2024 SIDEWALK PROGRAM FOR SCHOOLS AND ARETERIALS

APPLICATION AND CERTIFICATE FOR PAYMENT

ENGINEER: Steve Guizzo
 CONTRACTOR: Arroyo's Concrete LLC
 APPLICATION DATE: 09/09/2024
 APPLICATION NO. FINAL

PERIOD FROM: _____ TO: _____

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner	ADDITIONS \$	DEDUCTIONS \$	ORIGINAL CONTRACT SUM	\$ _____
TOTAL			Net change by Change Orders	\$ _____
Subsequent Change Orders Number Approved (Date)			CONTRACT SUM TO DATE	\$ _____
TOTALS				
Net change by Change Orders			TOTAL COMPLETED & STORED TO DATE	\$ 103,926.90
			RETAINAGE	5 % \$ 5,196.34
			TOTAL EARNED LESS RETAINAGE	\$ _____
			LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 5,196.34

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 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 shown herein is now due.

CONTRACTOR: _____ Date: 09/09/2024
By: Emilio Arroyo

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 5,196.34

INSPECTOR:  ENGINEER/OWNER
 BY: STEVE GUIZZO

To: CITY OF NORMAN
 Re: BID 2223-75 FYE 2024 SIDEWALK CONCRETE PROJECTS

PAY EST. No.: FINAL
 DATE: 09/09/2024

Work Completed Through:

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimate Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	CY	50	\$15.00	\$750.00			100			\$1,500.00
2	Unclassified Borrow	CY	0	\$20.00	0.00			49.55			\$991.00
3	Solid Slab Sodding	SY	100	\$6.00	\$600.00			0			
4	Remove Tree 6" to 15" in Dia	EA	1	\$800.00	800.00			0			
5	Remove Tree 16" to 24" in Dia	EA	1	\$1,200.00	\$1,200.00			0			
6	Remove Tree 25" or more in Dia	EA	0	\$2,100.00	0.00			0			
7	Removal of Conc. Sidewalk	SY	20	\$10.00	\$200.00			0			
8	Removal of 6" to 8" Conc. Pavement	SY	370	\$10.00	\$3,700.00			587.78			\$5,877.80
9	Removal of 6" to Conc. Pavement w/ reinforcing steel	SY	0	\$15.00	0.00			0			
10	Removal of 9" Concrete Pavement	SY	0	\$16.00	0.00			0			
11	Saving Pavement/Sidewalk	LF	400	\$4.00	\$1,600.00			652			\$2,608.00
12	Install 4" Conc. Sidewalk	SY	323	\$60.00	\$19,380.00			530.08			\$31,804.80
13	Install 6" conc. sidewalk	SY	122	\$65.00	\$7,930.00			0			
14	Removal of Concrete Retaining Wall	LF	0	\$16.00	0.00			0			
15	Install Concrete Retaining Wall	CY	10	\$750.00	\$7,500.00			0			
16	Install Manufactured Concrete Block Retaining wall (ft/source laid)	LF	0	\$80.00	0.00			0			
17	Flowable Fill	CY	0	\$200.00	0.00			0			
18	6" Conc. (11.E.S. 3000PSI)	SY	245	\$600.00	\$14,700.00			587.78			\$35,116.80
19	Sidewalk Ramps	SF	20	\$120.00	\$2,400.00			0			
20	Detectable Warning Surface	SF	10	\$30.00	\$300.00			0			
21	Install Asphalt Concrete Type B	TONS	0	\$180.00	0.00			0			
22	Install Concrete Curb (6" Barrier-Integral)	LF	100	\$10.00	\$1,000.00			25			\$4150.00
23	Install Concrete Curb(8"Barrier-Integral)	EA	200	\$12.00	\$2,400.00						
24	Adjust valve Boxes To Grade	EA	0	\$250.00	0.00						
25	Adjust Water Meter Boxes to Grade	EA	5	\$250.00	\$1,250.00						
26	Relocate Water Meter and Box	EA	5	\$2,500.00	\$12,500.00						
27	Install 1/2" Joint Dowels	EA	100	\$8.00	\$800.00			342			\$2,736.00
28	Reinforcing Steel (Grade 60)	LBS	0	\$4.00							
29	Install 4" Pipe Underdrain	LF	0	\$36.00							
30	Removal of Curb and Gutter	LF	100	\$10.00	\$1,000.00			209			\$2,090.00
31	Placement of Curb and Gutter	LF	100	\$28.00	\$2,800.00			209			\$5,852.00
32	Install Guardrail/Handrail Assembly	LF	0	\$250.00							
33	Chain Link Fabric	SF	0	\$18.00							
34	Relocator of Irrigation System Piping	LF	100	\$15.00	\$1,500.00						
35	Relocator of Existing Sprinkler Head	EA	20	\$50.00	\$1,000.00						
36	Pedestrian Push Button Cross Walk Actuator and Pole	ALL	2	\$750.00	\$1,500.00						

37	Crosswalk Markings Removal and Replacement @: 4"	LF	0	\$10.00					
38	Wide per foot	EA	5	\$120.00	\$600.00				
39	Removal and Salvage Sign	EA	5	\$120.00	\$600.00				
40	Installation of Salvaged Sign	LS	1	\$4,950.00	\$4,950.00				\$4,950.00
41	mob/De-Mob	ALL	1	\$10,000.0	\$10,000.00	0	0	1	\$10,000.00
Total Base Bid									

%

	Previous Estimates	Payment Amount	EARNING TO DATE
Original Contract Amount	\$ -	\$ -	\$ 103,926.90
Change Orders	\$ -	\$ -	\$ 5,196.34
New Contract Amount	\$ -	\$ -	\$ -
Contract Amendments	\$ -	\$ -	\$ -
Current Contract Amount	\$ -	\$ -	\$ -
	Total Due to Date	\$ -	Total Due this Estimate
			\$ 5,196.34

FYE 2024 SIDEWALK RECONSTRUCTION PROJECT

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION:

ENGINEER: Steve Guizzo

TO: CITY OF NORMAN:

CONTRACTOR: Arroyo's Concrete LLC

APPLICATION DATE: 09/09/2024

APPLICATION NO. FINAL

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner	ADDITIONS \$	DEDUCTIONS \$	ORIGINAL CONTRACT SUM \$
TOTAL			Net change by Change Orders \$
Subsequent Change Orders Approved (Date)			CONTRACT SUM TO DATE \$
TOTALS			TOTAL COMPLETED & STORED TO DATE \$116,228.10
Net change by Change Orders \$			RETAINAGE 5% \$ 5,811.4
			TOTAL EARNED LESS RETAINAGE \$
			LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
			\$5,811.4

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 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 shown herein is now due.

CONTRACTOR:

By: Emilio Arroyo

Date: 09/09/2024

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 5,811.4

INSPECTOR:

BY: 

ENGINEER/OWNER

BY: STEVE GUIZZO 

To: CITY OF NORMAN
 PAY EST. No.: FINAL
 DATE: 09/09/2024

Re: FYE 2024 SIDEWALK CONCRETE PROJECTS

Work Completed Through:

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimate Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	CY	1	\$15.00	\$15.00	0	0	0		0	0
2	Unclassified Borrow	CY	1	\$20.00	\$20.00	0	0	24		\$480.00	\$480.00
3	Solid Slab Sodding	SY	120	\$8.00	\$960.00	0	0	0		0	0
4	Remove Tree 6" to 1.5" in Dia	EA	1	\$800.00	\$800.00	0	0	0		0	0
5	Remove Tree 1.6" to 2.4" in Dia	EA	1	\$1200.00	\$1,200.00	0	0	0		0	0
6	Remove Tree 2.5" or more in Dia	EA	1	\$2100.00	\$2,100.00	0	0	0		0	0
7	Removal of Conc. Sidewalk	SY	150	\$10.00	\$1,500.00	0	0	901.78		\$9,017.80	\$9,017.80
8	Removal of 6" Conc. Pavement	SY	60	\$10.00	\$600.00	0	0	31.98		\$319.80	\$319.80
9	Removal of 6" to Conc. Pavement w/ reinforcing steel	SY	1	\$18.00	\$18.00	0	0	0		0	0
10	Removal of 9" Concrete Pavement	SY	1	\$15.00	\$15.00	0	0	0		0	0
11	Removal of 6" to Asphalt Pavement	SY	1	\$15.00	\$15.00	0	0	0		0	0
12	Sawing Pavement/Sidewalk	LF	140	\$4.00	\$560.00	0	0	799		\$3,196.00	\$3,196.00
13	Install 4" Conc. Sidewalk	SY	270	\$60.00	\$16,200.00	0	0	960.46		\$57,627.60	\$57,627.60
14	Install Con. Curb/6" Barrier-Integral	LF	60	\$10.00	\$600.00	0	0	36		\$360.00	\$360.00
15	Removal of Conc. retaining wall	LF	1	\$16.00	\$16.00	0	0	0		0	0
16	Concrete Retaining wall	CY	1	\$750.00	\$750.00	0	0	0		0	0
17	Manufactured Concrete Block Retaining wall (11/course laid)	LF	1	\$75.00	\$75.00	0	0	0		0	0
18	Flowable Fill	CY	1	\$200.00	\$200.00	0	0	0		0	0
19	6" Conc. (11 E.S. 3000PSI)	SY	85	\$60.00	\$5,100.00	0	0	31.98		\$1,918.50	\$1,918.50
20	Sidewalk Ramps	SF	20	\$110.00	\$2,200.00	0	0	99.91		\$10,990.10	\$10,990.10
21	Detectable Warning Surface	EA	116	\$30.00	\$3,480.00	0	0	0		\$1,980.00	\$1,980.00
22	Adjust Valve Boxes to grade	EA	3	\$250.00	\$750.00	0	0	3		\$750.00	\$750.00
23	Adjust Meter Boxes to grade	EA	3	\$250.00	\$750.00	0	0	0		\$1,000.00	\$1,000.00
24	Relocate Water Meter Box	EA	3	\$2,500.00	\$7,500.00	0	0	0		0	0
25	Install 1/2" Joint Dowels	EA	90	\$8.00	\$720.00	0	0	479		\$3,832.00	\$3,832.00
26	Pedestrian Push Button Crosswalk Actuator and pole	ALL	0	\$750.00	\$3,000.00	0	0	0		0	0
27	Removal of Curb and Gutter	LF	120	\$10.00	\$1,200.00	0	0	162		\$1,620.00	\$1,620.00
28	Install Curb and Gutter	LF	120	\$28.00	\$3,360.00	0	0	162		\$4,536.00	\$4,536.00
29	Relocation of irrigation system piping	LF	30	\$15.00	\$450.00	0	0	115		\$1,725.00	\$1,725.00
30	Relocation of existing Sprinkler Head	EA	6	\$50.00	\$300.00	0	0	0		0	0
31	Installation of New Sprinkler Head	EA	6	\$50.00	\$300.00	0	0	32		\$1,600.00	\$1,600.00
32	Relocation of Sprinkler Control Valve Box	EA	1	\$1,200.00	\$1,200.00	0	0	2		\$2,400.00	\$2,400.00
33	Mob/De-Mob	LS	1	\$3,875.00	\$3,875.00	0	0	1		\$3,875.00	\$3,875.00
33	Traffic Control Allowance	ALL	1	\$5,000.00	\$5,000.00	0	0	1		\$5,000.00	\$5,000.00
Total Base Bid											

9/9

		Previous Estimates	Payment Amount		
Original Contract Amount	\$			EARNING TO DATE	\$ 116,228.10
Change Orders	\$		\$ -	LESS 5.00% RETAINAGE	\$ 5,811.40
New Contract Amount	\$		\$ -	LESS PREVIOUS ESTIMATES	\$
Contract Amendments	\$		\$ -	Total Due this Estimate	5,811.40
Current Contract Amount	\$	Total Due to Date	\$ -		

FYE 2024 SIDEWALK ACCESSIBILITY PROJECT

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION:

ENGINEER: Steve Guizzo

TO: CITY OF NORMAN:

CONTRACTOR: Arroyo's Concrete LLC

APPLICATION DATE: 09/09/2024

APPLICATION NO. FINAL

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

Change Orders approved in previous months by Owner

ADDITIONS \$

DEDUCTIONS \$

ORIGINAL CONTRACT SUM \$

Net change by Change Orders \$

TOTAL

Subsequent Change Orders Approved (Date)

CONTRACT SUM TO DATE \$

TOTALS

Net change by Change Orders \$

TOTAL COMPLETED & STORED TO DATE \$ 38,188.2

RETAINAGE 5% \$ 1,909.41

TOTAL EARNED LESS RETAINAGE \$

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$

\$ 1,909.41

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all 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 shown herein is now due.

CONTRACTOR:

By: Emilio Arroyo

Date: 09/09/2024

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 1,909.41

INSPECTOR:

By: Steve Guizzo

ENGINEER/OWNER

BY: STEVE GUIZZO

Steve Guizzo

To: CITY OF NORMAN
 Re: FYE 2024 SIDEWALK CONCRETE PROJECTS
 PAY EST. No.: FINAL
 DATE: 09/09/2024

Work Completed Through:

APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimate Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified Excavation Common	CY	0	\$15.00	\$0	0	0	0		0	0
2	Unclassified Borrow	CY	0	\$20.00	\$0	0	0	8		\$160.00	\$160.00
3	Solid Slab Sodding	SY	62	\$8.00	\$496.00	0	0	0		0	0
4	Remove Tree 6" to 15" in Dia	EA	0	\$800.00	\$0	0	0	0		0	0
5	Remove Tree 16" to 24" in Dia	EA	0	\$1200.00	\$0	0	0	0		0	0
6	Remove Tree 25" or more in Dia	EA	0	\$2100.00	\$0	0	0	0		0	0
7	Removal of Conc. Sidewalk	SY	220	\$10.00	\$2,200.00	0	0	268.2		\$2,682.00	\$2,682.00
8	Removal of 6" Conc. Pavement	SY	0	\$10.00	\$0	0	0	0		0	0
9	Removal of 6" to Conc. Pavement w/ reinforcing steel	SY	0	\$15.00	\$0	0	0	0		0	0
10	Removal of 9" Concrete Pavement	SY	10	\$16.00	\$160.00	0	0	0		0	0
11	Removal of 6" to Asphalt Pavement	SY	0	\$15.00	\$0	0	0	0		0	0
12	Sawing Pavement/Sidewalk	LF	270	\$4.00	\$1,080.00	0	0	221		\$884.00	\$884.00
13	Install 4" Conc. Sidewalk	SY	162	\$60.00	\$9,720.00	0	0	242.85		\$14,571.00	\$14,571.00
14	Install 6" Conc. Sidewalk	SY	122	\$65.00	\$7,930.00	0	0	0		0	0
15	Removal of Conc. retaining wall	LF	0	\$16.00	\$0	0	0	0		0	0
16	Concrete Retaining wall	LF	0	\$80.00	\$0	0	0	0		0	0
17	Manufactured Concrete Block Retaining wall	CY	0	\$750.00	\$0	0	0	0		0	0
18	Flowable Fill	LF	0	\$75.00	\$0	0	0	0		0	0
19	6" Conc. (11.E.S. 3000PSI)	CY	0	\$200.00	\$0	0	0	0		0	0
20	Sidewalk Ramps	SY	0	\$60.00	\$0	0	0	0		0	0
21	Detectable Warning Surface	SF	63	\$120.00	\$7,560.00	0	0	45.81		\$5,497.2	\$5,497.2
22	Adjust Valve Boxes to grade	EA	70	\$30.00	\$2,100.00	0	0	70		\$2,100.00	\$2,100.00
23	Adjust Meter Boxes to grade	EA	0	\$250.00	\$0	0	0	0		0	0
24	Relocate Water Meter Box	EA	3	\$250.00	\$750.00	0	0	4		\$1,000.00	\$1,000.00
25	Install 1/2" Joint Dowels	EA	0	\$2,500.00	\$0	0	0	0		0	0
26	Pedestrian Push Button Crosswalk Actuator and pole	EA	78	\$8.00	\$624.00	0	0	50		\$400.00	\$400.00
27	Removal of Curb and Gutter	ALL	4	\$750.00	\$3,000.00	0	0	0		0	0
28	Install Curb and Gutter	LF	130	\$10.00	\$1,300.00	0	0	133		\$1,330.00	\$1,330.00
29	Relocation of Existing Sprinkler Head	LF	140	\$28.00	\$3,920.00	0	0	133		\$3,724.00	\$3,724.00
30	Installation of New Sprinkler Head	EA	0	\$50.00	\$0	0	0	0		0	0
31	Relocation of Sprinkler Control Valve Box	EA	0	\$50.00	\$0	0	0	0		0	0
32	Mob/De-Mob	EA	0	\$1,200.00	\$0	0	0	0		0	0
33	Traffic Control Allowance	LS	1	\$1,840.00	\$1,840.00	0	0	1		\$1,840.00	\$1,840.00
34	Total Base Bid	ALL	1	\$4,000.00	\$4,000.00	0	0	1		\$4,000.00	\$4,000.00

9/9

To: CITY OF NORMAN
 Re: CONTRACT K-2324-2
 Bus Stop Additions and Improvements Project
 Location: _____

DATE: 08/06/2024

Work Completed Through: 08/01/23-09/31/2023

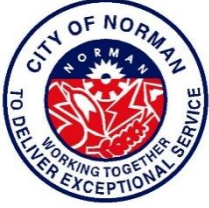
APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Unit Price	Estimated Contract Value	Quantity This Estimate	Previous Estimated Quantity	Quantity to Date	Percent Complete	Value of Work this Estimate	Value of Work to Date
1	Unclassified excavation common	CY	4	\$20.00	\$80.00	4.00	0	4.00		\$80.00	\$80.00
2	Unclassified borrow	CY	4	\$30.00	\$120.00	2.00	0	2.00		\$60.00	\$60.00
3	Solid slab sodding	SY	25	\$8.00	200.00	0	0	0			
4	Remove tree 6" to 12" in dia	EA	0	\$800.00	0.00	0	0	0			
8	Removal of concrete sidewalk	SY	34	\$10.00	340.00	35.33	0	35.33		\$353.30	\$353.30
10b	Removal of 9" concrete pavement	SY	0	\$15.00	0.00	0	0	0		0	0
12	Saw cutting pavement/Sidewalk	LF	26	\$4.00	\$104.00	26.00	0	26.00		\$104.00	\$104.00
13	Install 4" concrete sidewalk	SY	43	\$75.00	\$3,191.25	42.55	0	42.55		\$3,191.25	\$3,191.25
20	Install sidewalk ramps	SY	0	\$110.00	0.00	0	0	0		0	0
20a	Install detectable warning surfaces	SF	0	\$30.00	0.00	0	0	0		0	0
23	Concrete curb (6" Barrier-integral)	EA	35	\$15.00	\$525.00	35.00	0	35.00		\$525.00	\$525.00
24	Concrete curb (8" Barrier-integral)	EA	30	\$20.00	\$600.00	32.00	0	32.00		\$640.00	\$640.00
27	Install 1/2" joint dowels	EA	12	\$8.00	\$96.00	12.00	0	12.00		\$96.00	\$96.00
30	Removal of curb and gutter	LF	10	\$12.00	\$120.00	13.50	0	13.50		\$162.00	\$162.00
31	Install curb and gutter	LF	10	\$35.00	\$350.00	13.50	0	13.50		\$472.50	\$472.50
36	Mobilization	LS	0	-	0.00	0	0	0		0	0
37	Traffic control	LS	2	\$500.00	\$1,000.00	2.0	0	2.0		\$1,000.00	\$1,000.00
Total											

Original Contract Amount	\$	Previous Estimates	Payment Amount	EARNING TO DATE	\$
	\$		\$ -	LESS 5.00% RETAINAGE	\$
	\$		\$ -	LESS PREVIOUS ESTIMATES	\$
	\$		\$ -	Total Due this Estimate	9,785.69
Change Orders	\$		\$ -		
New Contract Amount	\$		\$ -		
Contract Amendments	\$		\$ -		

File Attachments for Item:

14. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER 2 TO CONTRACT K-2324-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY, DECREASING THE CONTRACT AMOUNT BY \$95,140.26 FOR A REVISED AMOUNT OF \$1,366,788.74; FINAL ACCEPTANCE OF CONTRACT K-2324-6 AND FINAL PAYMENT OF \$68,217.77 FOR THE URBAN CONCRETE, FYE 2024 LOCATIONS, BID 1 PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER 2 TO CONTRACT K-2324-6: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY, DECREASING THE CONTRACT AMOUNT BY \$95,140.26 FOR A REVISED AMOUNT OF \$1,366,788.74; FINAL ACCEPTANCE OF CONTRACT K-2324-6 AND FINAL PAYMENT OF \$68,217.77 FOR THE URBAN CONCRETE, FYE 2024 LOCATIONS, BID 1 PROJECT.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2024 urban concrete street rehabilitation locations were bid out in two separate bid packages.

The project includes select panel replacement in existing concrete streets. Curb replacement and ADA curb ramp improvements was completed as necessary. The project covers 4.4 miles of city streets. The project was publicly advertised on June 1, 2023 and June 8, 2023. Six contractors attended a pre-bid conference on June 12, 2023. Seven bids were submitted and opened on June 22, 2023. The low bid was submitted by Nash Construction Company of Oklahoma City in the amount of \$1,340,825. City Council approved contract K-2324-6 with Nash Construction Company on July 25, 2023.

When work began on 24th Ave NE between Robinson and Rock Creek, City Staff learned that it was 8-inch concrete rather than 6-inch concrete, which was anticipated given the age of the roadway. However, replacement with eight-inch concrete is appropriate for its current classification as a minor urban arterial. In addition, it was determined that future maintenance could be minimized, and ride quality improved, by replacing the asphalt portion of the Rock Creek intersection with concrete. On January 23, 2024, City Council approved Change Order 1 to Contract K-2324-6 increasing the contract value by \$121,104 for a revised contract amount of \$1,461,929 to accommodate the different in concrete thickness.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-seven (27) bid items, twenty-five (25) items had a quantity change. Nine (9) quantity changes resulted in increased cost, while sixteen (16) quantity changes resulted in decreased cost for an overall contract decrease of \$95,140.26 or 6.51%. The contract price decreased overall from \$1,461,929 to \$1,366,788.74 (please see the attached Change Order 2 for a complete list of unit price bid item cost increases and decreases).

Considering this overall decrease, the final payment amount owed to Nash Construction Company is \$68,217.77, which includes the full 5% retainage, and if approved, will be paid from the Woodslawn Addition Project, Construction (Account 50593393-46101; Project BP0576).

RECOMMENDATION 1:

Staff recommends the approval of Change Order 2 to Contract K-2324-6 with Nash Construction Company reducing the contract price by \$95,140.26 for a revised final contract amount of \$1,366,788.74 for the Urban Concrete FYE 2024 Locations, Bid 1 project.

RECOMMENDATION 2:

Staff further recommends final acceptance of the Urban Concrete FYE 2024 Locations, Bid 1 project, Contract K-2324-6, and final payment to Nash Construction Company be approved in the amount of \$68,217.77.

Detailed Quantity Change:

K-2324-6 FYE '24 Urban Concrete 1 Change Order No. 2								
ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	UNIT PRICE	COST INCREASE	COST DECREASE
3	Undercut	C.Y.	300.00	246.82		\$18.00	\$4,442.76	
4	Saw Cut Pavement Full Depth	L.F.	1000.00	16.50		\$6.00	\$99.00	
5	Remove Curb & Gutter	L.F.	30.00		-30.00	\$17.00		-\$510.00
6	Remove Integral Curb W/Slab	L.F.	8500.00		-3662.50	\$2.00		-\$7,325.00
7	Remove Existing Pavement	S.Y.	12816.00	151.28		\$10.00	\$1,512.80	
8	Remove Asphalt Speed Table	S.Y.	140.00		-140.00	\$10.00		-\$1,400.00
9	Type A ODOT Aggregate Base	TON	230.00	378.24		\$50.00	\$18,912.00	
10	3000 PSI Concrete for 6" Pavement	S.Y.	12433.00	534.38		\$56.00	\$29,925.28	
11	3000 PSI High-Early Strength Concrete 6" Pavement	S.Y.	1200.00		-1200.00	\$65.00		-\$78,000.00
12	Remove Sidewalk	S.Y.	150.00		-61.71	\$11.00		-\$678.81
13	3000 PSI Concrete 4" Sidewalk	S.Y.	90.00		-85.00	\$50.00		-\$4,250.00
14	3000 PSI Concrete Sidewalk Ramps	S.Y.	60.00	39.85		\$102.00	\$4,064.70	
15	Detectable Warning Surface	S.F.	60.00	10.00		\$31.00	\$310.00	
16	Clean Topsoil	C.Y.	260.00		-242.00	\$64.00		-\$15,488.00
17	Slab Sod	S.Y.	1000.00		-961.11	\$16.00		-\$15,377.76
18	Adjust Manhole Ring to Grade	EA.	3.00		-1.00	\$925.00		-\$925.00
19	Adjust Water Valve	EA.	3.00	5.00		\$904.00	\$4,520.00	
20	Repair Existing Sprinkler Head	EA.	15.00		-15.00	\$282.00		-\$4,230.00
21	Repair Existing Sprinkler Line	L.F.	15.00		-15.00	\$111.00		-\$1,665.00
22	6" Integral Curb	L.F.	8625.00		-3787.50	\$3.00		-\$11,362.50
23	Repair Inlet Box and Adjust to Grade	EA.	3.00		-1.00	\$3,006.00		-\$3,006.00
24	Replace Inlet Grate	EA.	2.00		-2.00	\$698.00		-\$1,396.00
25	Replace Inlet Hood	EA.	2.00		-2.00	\$644.00		-\$1,288.00
26	Remove Existing Pavement, 8"	S.Y.	4217.00	150.81		\$13.00	\$1,960.53	
27	3000 PSI Concrete for 8" Pavement	S.Y.	4600.00		-188.99	\$74.00		-\$13,985.26
TOTALS							\$65,747.07	-\$160,887.33
DIFFERENCE								-\$95,140.26

CONTRACTOR: William K Nash
 ENGINEER: Frank Smith
 CITY ATTORNEY: Elizabeth Chelch
 ACCEPTED BY: _____
 (Mayor)

DATE: Oct 22, 2024
 DATE: 10/30/24
 DATE: 11/7/24
 DATE: _____

Signatory Notarization

STATE OF Oklahoma, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said William K. Nash of the Nash Construction Company, its President, to me known to be the identical person(s) who executed the foregoing Change Order 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 22 day of October, 2024.

My Commission Expires: 11/05/2024

Notary Public: Ashley S. Nash



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

AFFIDAVIT

State of Oklahoma

PO No.

County of Oklahoma

Invoice No. Final Retainage

Amount \$ 68,217.77

In accordance with the Constitution of the State of Oklahoma Title 62, Section 310.9, this form must be completed and Submitted before any invoice over \$12,500.00 can be processed for payment.

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. Affidavit further states that the work as shown by this invoice have been completed in accordance with the plans, specifications furnished the Affidavit. Affidavit 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.

Nash Construction Company

Company Name

William K Nash

By: Architect, Contractor, Supplier,

Engineer or Supervisory Official

Subscribed and sworn to before me this 7th day of October, 2024.



Ashley S. Nash
Notary Public
(or officer having power to administer oaths)

My Commission Expires:

11/05/2024

BID: 2324-1

Contract #: K-2324-6

Project Title: Urban Concrete Pavement

APPLICATION AND CERTIFICATE FOR PAYMENT

LOCATION: FYE Locations BID1

ENGINEER: _____

TO: CITY OF NORMAN

CONTRACTOR: Nash Construction Company

APPLICATION DATE: 10/07/2024 APPLICATION NO. Final R#

PERIOD FROM: 10/03/2024 TO: 10/03/2024

CHANGE ORDER SUMMARY

Change Orders approved
in previous months by Owner

ADDITIONS \$ DEDUCTIONS \$

TOTAL

Subsequent Change Orders

Number	Approved Date	ADDITIONS \$	DEDUCTIONS \$
1	01/23/2024	395,596.00	274,492.00

TOTALS \$ 121,104.00

Net change by Change Orders

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 1,340,825.00

Net change by Change Orders \$ 121,104.00

CONTRACT SUM TO DATE \$ 1,461,929.00

TOTAL COMPLETED & STORED TO DATE \$ 1,364,355.44

RETAINAGE 0 %

TOTAL EARNED LESS RETAINAGE \$ 1296,137.62

LESS PREVIOUS CERTIFICATES FOR

PAYMENT \$ 68,217.77

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by them for work for which previous Certificates for Payment were issued and payments received from the City, and that the current payment shown herein is now due.

CONTRACTOR:

By: William R Nash

Date: 07 OCT 2024

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 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ _____

INSPECTOR:

BY: _____

ENGINEER/OWNER

BY: _____

9oOp ,
 To: CITY OF NORMAN ENGINEERING DIVISION
 Re: BID 2324-1 FYE 2024 Urban Concrete Pavement

PAY ESTIMATE:
 DATE:

Final Retainage
2-Oct-24

Location: Final Retainage

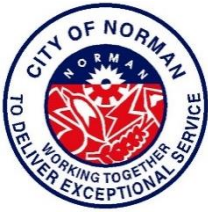
APPLICATION AND CERTIFICATE FOR PAYMENT

Item	Description	Unit	Estimated Quantity	Change Order Quantity	Total Quantity Bid + CO	Unit Price	Estimated Contract Value	Quantity to Date	Percent Complete	Value of Work to Date
1	Mobilization	LS	1.0		1.0	\$ 6,794.00	6,794.00	0.91	90.91%	6,176.23
2	Traffic Control	LS	1.0		1.0	\$ 19,967.00	19,967.00	0.91	90.91%	18,151.42
3	Undercut	CY	300.0		300.0	\$ 18.00	5,400.00	546.82	182.27%	9,842.76
4	Saw Cut Pavement Full Depth	LS	1,000.0		1,000.0	\$ 6.00	6,000.00	1,016.50	101.65%	6,099.00
5	Remove Curb & Gutter	LF	30.0		30.0	\$ 17.00	510.00	0.00	0.00%	0.00
6	Remove Integral Curb w/Slab	LF	8,500.0		8,500.0	\$ 2.00	17,000.00	4,837.50	56.91%	9,675.00
7	Remove Existing Pavement	SY	16,650.0	-3,834.0	12,816.0	\$ 10.00	128,160.00	12,967.28	77.88%	129,672.80
8	Remove Asphalt Speed Table	SY	140.0		140.0	\$ 10.00	1,400.00	0.00	0.00%	0.00
9	Type A ODOT Aggregate Base	Ton	230.0		230.0	\$ 50.00	11,500.00	608.24	264.45%	30,412.00
10	3000 PSI Concrete For 6" Pavement	SY	16,650.0	-4,217.0	12,433.0	\$ 56.00	696,248.00	12,967.38	77.88%	726,173.28
11	3000 PSI HES Concrete For 6" Pavement	SY	1,200.0		1,200.0	\$ 65.00	78,000.00	0.00	0.00%	0.00
12	Remove Sidewalk	SY	150.0		150.0	\$ 11.00	1,650.00	88.29	58.86%	971.19
13	3000 PSI Concrete 4" Sidewalk	SY	90.0		90.0	\$ 50.00	4,500.00	5.00	5.56%	250.00
14	3000 PSI Concrete Sidewalk Ramps	SY	60.0		60.0	\$ 102.00	6,120.00	99.85	166.42%	10,184.70
15	Detectable Warning Surface	SF	60.0		60.0	\$ 31.00	1,860.00	70.00	116.67%	2,170.00
16	Clean Topsoil	CY	260.0		260.0	\$ 64.00	16,640.00	18.00	6.92%	1,152.00
17	Slab Sod	SY	1,000.0		1,000.0	\$ 16.00	16,000.00	38.89	3.89%	622.24
18	Adjust Manhole To Grade	EA	3.0		3.0	\$ 925.00	2,775.00	2.00	66.67%	1,850.00
19	Adjust Water Valve To Grade	EA	3.0		3.0	\$ 904.00	2,712.00	8.00	266.67%	7,232.00
20	Repair Existing Sprinkler Head	EA	15.0		15.0	\$ 282.00	4,230.00	0.00	0.00%	0.00
21	Repair Existing Sprinkler Line	LF	15.0		15.0	\$ 111.00	1,665.00	0.00	0.00%	0.00
22	6" Integral Curb	LF	8,500.0	125.0	8,625.0	\$ 3.00	25,875.00	4,837.50	56.91%	14,512.50
23	Repair Inlet and Adjust To Grade	EA	3.0		3.0	\$ 3,006.00	9,018.00	2.00	66.67%	6,012.00
24	Repalce Inlet Grate	EA	2.0		2.0	\$ 698.00	1,396.00	0.00	0.00%	0.00
25	Replace Hood	EA	2.0		2.0	\$ 644.00	1,288.00	0.00	0.00%	0.00
26	Remove Existing Pavement 8"	SY	0.0	4,217.0	4,217.0	\$ 13.00	54,821.00	4,367.81	103.58%	56,781.53
27	3000 PSI HES Concrete For 8" Pavement	SY	0.0	4,600.0	4,600.0	\$ 74.00	340,400.00	4,411.01	95.89%	326,414.74
\$ Total Base Bid							1,461,929.00		93.33%	1,364,355.39

Original Contract Amount	\$ 1,461,929.00		
New Contract Amount	\$	\$ -	Earnings To Date
Current Contract Amount	\$ 1,461,929.00	\$ -	Less Pervious Payments
		\$ -	Total Retainage Due
			\$ 1,364,355.39
			\$ 1,296,137.62
			\$ 68,217.77

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-65: A PROPOSED CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WORLD FUEL SERVICES TO PROCESS PUBLIC PAYMENTS AT THE COMPRESSED NATURAL GAS STATION TO BE FINALIZED UPON IMPLEMENTATION AS A CUSTOMER OF WORLD FUEL SERVICES, AND AUTHORIZATION FOR CITY MANAGER OR DESIGNEES TO PROVIDE PERTINENT INFORMATION AND COMPLETE CONTRACT IN CONFORMANCE WITH THE TERMS SET FORTH THEREIN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Mike White, Fleet Program Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-65: A PROPOSED CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND WORLD FUEL SERVICES TO PROCESS PUBLIC PAYMENTS AT THE COMPRESSED NATURAL GAS STATION TO BE FINALIZED UPON IMPLEMENTATION AS A CUSTOMER OF WORLD FUEL SERVICES, AND AUTHORIZATION FOR CITY MANAGER OR DESIGNEES TO PROVIDE PERTINENT INFORMATION AND COMPLETE CONTRACT IN CONFORMANCE WITH THE TERMS SET FORTH THEREIN.

BACKGROUND:

The City of Norman provides the option for private citizens to purchase and pay for fuel at our Compressed Natural Gas (CNG) Station, including payment with credit cards. These forms of payment require that Payment Card Industry Data Security Standards (PCI-DSS) be followed in an effort to protect personally identifying information of these customers. World Fuel is an approved vendor to provide processing services for these forms of payments that comply with those standards. Further, World Fuel provides software that is able to be integrated with the CNG Fueling Pumps. A new fuel pedestal was approved and installed at the CNG station in late FY24 that uses a new software system, FM Live through Fuelmaster. FM Live is being implemented to allow payments using EMV or chip cards. This software requires a billing software system that would be compatible with that system. This proposed agreement is presented for City Council consideration in order to provide the necessary compatible billing software system.

DISCUSSION:

City Staff from the Public Works, Finance, Legal and Information Technology Departments have all reviewed the services offered by World Fuel Services, Inc. (WFS), as well as the terms of this proposed agreement. City staff can confirm that this proposed agreement would allow for World Fuel's provision of the needed compatible software systems enabling the City to process bank (debit) card and credit cards for payment from customers at the CNG station.

Per the proposed agreement, and as is typical in contractual arrangements of this nature, fees associated with the billing service are automatically added to the amount charged to the

customer “at the pump.” The fees associated with the proposed contract are set forth as “Discount Rates” in Schedule 2. As set forth, these rates will be based on the card type (ranging from 2.35 to 4.5%) as well as the amount of transactions processed through World Fuel’s software. The fees for these services will be billed to customers of the CNG station on a per-transaction basis, and thus will be remitted to World Fuel per-transaction. Per this arrangement, no fees are being charged by or to the City itself. As for the revenue from CNG sales, these amounts will be remitted to the City, and recorded to the General Fund, on a daily basis, and reconciled monthly by the City internally.

To become verified and accepted as a customer into World Fuel’s software system, this proposed agreement must be provisionally finalized and executed on behalf of the City. Thereafter, World Fuel may receive and evaluate pertinent information (including financial information) from the City in order to confirm the City as an eligible customer. Upon confirmation as a customer, City Staff will thereafter need to finalize and submit necessary approvals (including completed versions of Schedule 1 and Exhibit 1 attached to the proposed agreement).

City staff in the Finance Department is ready to submit pertinent information to World Fuel upon City Council’s approval and provisional execution of the proposed agreement. In the unexpected case that World Fuel is unable to accept the City as a customer, the proposed agreement will be null and void.

RECOMMENDATION:

Staff recommends Council approve the proposed agreement, Contract K-2425-65, with World Fuel Services, Inc. for the provision of debit and credit card charge processing services to City customers at the CNG Station, and further recommends that City Council authorize the City Manager, and his designees as necessary and appropriate, to provide pertinent information to World Fuel, and to complete and finalize necessary agreement and other forms, in order to obtain said services in compliance with the terms of this proposed agreement.



World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this ____ day of _____ 20____ (“Agreement”) between ____ City of Norman, Oklahoma _____, a Municipal Corporation (“Merchant”), and World Fuel Services, Inc., a Texas corporation (“World Fuel”) entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 (“Card Processing Services”) for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the “Cards”, and each individually, a “Card”). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, “Applicable Law” means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council’s (“PCI”) requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as “Operating Procedures”). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant’s own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the "Gateways") and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel's consent in its sole discretion.
- b. Subject to Merchant's compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the "Documentation") exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel's competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant's compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant's suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant's facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel's approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction

information (each, a "Compromised Data Event"), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel's gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and

- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR OR \$125,000, WHICHEVER IS GREATER.
8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years, subject to appropriation. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
9. Indemnification: To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law by Merchant (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least sixty (60) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel.

[Signature Page to Follow]



Executed this ___ day of _____, 20___
Merchant Name:

By: _____
Name: _____
Title: _____

Accepted this ___ day of _____, 20___.

World Fuel Services, Inc.
By: _____
Name: _____
Title: _____

(See Next Page)

CITY OF NORMAN (Merchant)

Approved as to form and legality this _____ day of _____, 2024.

City Attorney's Office

By: _____
Mayor

ATTEST:

City Clerk



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA
City of Norman Compressed Natural Gas Station	2351 Goddard Avenue		



SCHEDULE 2

PRICING – OUT OF NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
World Fuel Contract Fuel	0.00%	
AVCARD by World Fuel	2.85%	
Visa Qualified	2.35%	
Visa Non-Qualified	3.35%	
MasterCard Qualified	2.35%	
MasterCard Non-Qualified	3.35%	
Aircard	4.50%	
American Express	3.50%	
Discover	3.50%	
Multiservice Aviation Card – US Bank	3.00%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Visa/MasterCard Qualified Transactions: Qualified transactions are Visa and MasterCard cards (excluding those specifically classified as commercial or purchasing card) swiped through an electronic point of sale system (excluding a self-service unit) and settled before midnight of the same day. All other scenarios are non-qualified Visa/MasterCard transactions.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

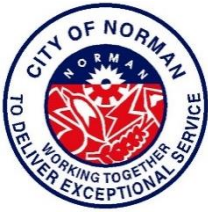
Merchant Name: _____ Initial: _____ Date: _____

9800 NW 41st Street • Doral, FL • USA • wfscorp.com

v.102218

File Attachments for Item:

16. 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 \$2,953,160 TO BE USED FOR THE LOWER IMHOFF CREEK INFRASTRUCTURE PROTECTION PROJECT; AND OF CONTRACT K-2425-66 WITH THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY; AND BUDGET APPROPRIATION AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: 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 \$2,953,160 TO BE USED FOR THE LOWER IMHOFF CREEK INFRASTRUCTURE PROTECTION PROJECT; AND OF CONTRACT K-2425-66 WITH THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY; AND BUDGET APPROPRIATION AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

A Storm Water Master Plan (SWMP) was developed for the City of Norman by PBS&J and accepted by City Council in November 2009. The SWMP recommends design and installation of stream bank stabilization techniques along stream segments of Imhoff Creek. The identified problem in the SWMP for Imhoff Creek is “4,200 lineal feet (LF) of severe bank erosion along both banks beginning at the upstream face of Highway 9 to approximately 2,000 LF upstream of Imhoff Road. The erosion along the banks has caused property fences and trees to fall into the creek.”

As Imhoff Creek adjusted to changing upstream conditions, down cutting and widening resulted in extreme bank and bed erosion, which are characteristic in this portion of Imhoff Creek. Continued development along the length of the stream has exacerbated the runoff problems leading to trees and fences falling into the creek, loss of property and threats to infrastructure, including the Imhoff Road Bridge. In July of 2021, a critical failure of this bridge due to increasing erosion problems, led to this road being closed until April of 2022 to complete emergency repairs, with a resulting cost of just under \$2 million dollars.

On June 9, 2015, Council approved Contract K-1415-134 by and between the City of Norman and Meshek & Associates, LLC, in the amount of \$143,000. The contract services included detailed data collection and modeling resulting in the Lower Imhoff Creek Study Final Report.

On August 8, 2017, Council approved Resolution R-1718-21 accepting the Lower Imhoff Creek Study Final Report. The Lower Imhoff Creek Study Final Report recommended implementation of a 5-year Monitoring Plan to evaluate the rate of degradation to the channel; training to City

maintenance staff to learn new techniques for maintaining more natural stream restoration devices such as gabion walls, cross vanes, and others; and design and construction of stream mitigation improvements. The improvements were proposed to the City in phases, with Phase I beginning at Imhoff Road and ending approximately 1200 feet (approximately ¼ mile) downstream of Imhoff Road, and Phase II upstream of Imhoff Road and end at the end of the improved channel.

Furthering the SWMP's recommendation to design and install stream bank stabilization techniques, the City Council considered and approved Amendment 1 to Contract K-1415-134 with Meshek and Associates on August 27, 2021. The scope of K-1415-134 Amd. 1 included preparation of Federal Emergency Management Agency (FEMA) Grant Application materials, surveys, permitting, modeling and project planning and management for Phase I, the downstream portion. Council ultimately allocated \$550,000 per year for seven years beginning with the fiscal year 2021-2022 budget to the Imhoff Creek Stormwater Project (DR0062). Funds for K-1415-134 Amd. 1 were used from Stormwater Project, Design in the amount of \$383,647.

On June 28, 2022, Council approved Resolution R-2122-134 authorizing City Staff to apply for a Hazard Mitigation (HMGP) Grant for Phase I including construction costs and reimbursement of the funds spent from the Imhoff Creek Stabilization project for design. Due to the estimated cost of construction for Phase I and II, Council appropriated \$3,000,000 of American Rescue Plan Act (ARPA) entitlement funds to address the stormwater and streambank erosion problems on Lower Imhoff Creek. Total costs for Phase I of this project will be approximately \$3,400,000 and estimated cost of Phase II are \$4,400,000.

In November 2023, ODEMHS officially informed the City of the grant award in the amount of \$383,647 for Design of Phase I cost as well as an additional \$19,065 for sub-recipient management costs (MC) for a total of \$402,712. In December 2023, Council approved contract K-2324-98 with the Oklahoma Department of Emergency Management (ODEMHS) and Homeland Security to accept a grant in the amount of \$402,712 for reimbursement of the design portion of the Lower Imhoff Phase I project. Reimbursements (\$270,551.19) were processed in fiscal year 2023-2024 (FYE 2024), deposited into Special Revenue Fund and subsequently transferred back to the Capital Fund.

DISCUSSION:

On October 21, 2024, FEMA notified City officials funding for the construction phase of the Imhoff Creek project, Phase I, had been awarded. The grant award in the amount of \$2,953,160, includes federal funds in the amount of \$2,662,835 (90%) and \$290,325 (10%) in local match. If accepted, funds are available in the Capital Improvement Projects Fund, Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062) for both the local match and the reimbursable federal match. The construction phase is FEMA's "Phase II" funding stage. Thus, the funding and SLA addressed by this item relate to FEMA's funding Phase II for the City's Phase I (downstream portion) of the Lower Imhoff Creek Stormwater Project.

If this grant is accepted, construction should begin by March 2025 and be completed by June 2026. City Staff would then continue to seek additional funding sources to construct the City's Phase II (upstream portion), including requesting that all reimbursed funds from this grant to be allocated to the City's Phase II (upstream portion) of Lower Imhoff construction.

RECOMMENDATION 1:

Staff recommends appropriation of funds in the amount of \$270,551 from Capital Fund Balance (Account 50-29000) to the Special Grants Fund, Imhoff Creek Stabilization, Construction (OEM/FEMA Grant, Account 22595531-46101; Project DR0062) to help fund the reimbursable grant portion of the project.

RECOMMENDATION 2:

Staff recommends transfer of funds in the amount of \$2,392,284 from the Capital Projects Fund, Imhoff Creek Stabilization, Construction (Account 50595531-46101; Project DR0062) to the Special Grants Fund, Imhoff Creek Stabilization, Construction (OEM/FEMA Grant, Account 22595531-46101; Project DR0062) to fund the reimbursable grant portion of the project.

RECOMMENDATION 3:

Staff recommends approval of Contract K-2425-66, relating to the City's acceptance of FEMA's funding Phase II, between the City of Norman and the Oklahoma Department of Emergency Management and Homeland Security.

Reviewed by: Jason Murphy, Stormwater Program Manager
Scott Sturtz, Interim Director of Public Works
Clint Mercer, Chief Accountant
Anthony Francisco, Director of Finance
Rick Knighton, Interim City Attorney
Darrel Pyle, City Manager

ANNIE MACK VEST
State Director



J. KEVIN STITT
Governor

STATE OF OKLAHOMA
DEPARTMENT OF EMERGENCY MANAGEMENT

October 10, 2024

Honorable Larry Heikkila
Mayor, City of Norman, Oklahoma
City of Norman
201 W Gray St,
Norman, OK 73069

RE: DR-4575-0008-OK
City of Norman-Imhoff Creek Infrastructure-Phase II Approval

Dear Mayor Heikkila,

The Oklahoma Department of Emergency Management (OEM) is pleased to announce the approval by FEMA Region VI of funds for the above-referenced project. The Federal share in the amount of \$2,612,925.00 is available through the Hazard Mitigation Grant Program (HMGP) under DR-4575-OK. The non-federal match requirement of \$290,325.00 will be provided by the City of Norman.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) in the amount of \$49,910.00 for Phase II are available to the City of Norman at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) and MC activities for the above-referenced project:

This project proposes to install bank and channel stabilization structures to stabilize the erosion that threatens Imhoff Road Bridge through head cuts and erosion of the banks. In addition, these erosion protection measures will protect city infrastructure, public infrastructure, private infrastructure, and homes. This project involves the design of Mechanically Stabilized Earth Walls (MSEW), cross vanes, and riprap to stabilize the channel and banks of Imhoff Creek. These design elements will be installed downstream of the Imhoff Road Bridge. The east bank of the creek will be stabilized with an MSEW. Head cut in the channel will be addressed with the

installation of two cross vane structures, and the west bank will utilize riprap to stabilize sections that are currently incised.

Management activities will include overseeing administration of the grant to ensure compliance with all program rules and regulations, project monitoring (tracking metrics), completing quarterly reports, reimbursement requests, and assistance with project closeout.

In accordance with FEMA Instruction 108-1-1, an Environmental Assessment was conducted for the proposed project to comply with National Environmental Policy Act (NEPA). The Environmental Assessment resulted in a Finding of No Significant Impact (FONSI). The applicant must ensure it complies with all conditions set forth in the attached Record of Environmental Consideration (REC) and FONSI. Failure to comply with these conditions may jeopardize federal assistance including funding.

As indicated on the attached FEMA Award Letter, the Period of Performance (POP) for DR-4575-OK is June 19, 2025, which is 36 months from the close of the application period. It is the responsibility of the Recipient and Subrecipient to ensure all approved activities associated with this sub-award are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The NEPA stipulates additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

The provided State and Local Agreement is required to be signed by the Chief Elected Official or community official who is authorized to apply for and receive Federal Grants. Please submit a signed copy to this office as soon as possible, but no later than November 8, 2024. [Please note: City of Norman may not request reimbursement of project costs without signing and returning the above referenced agreement.]

As the work progresses on this project, FEMA and OEM require that you provide this office with Quarterly Project Reports electronically through the OK EMGrants system every quarter until this project is completed and closed out. The first Quarterly Report is due January 10, 2025, for the 1st Quarter of the Federal Fiscal Year.

Remaining quarterly reports will be due according to the schedule below.

- 1st Quarter (Oct, Nov, Dec) Report due Jan 10;
- 2nd Quarter (Jan, Feb, Mar) Report due April 10;
- 3rd Quarter (Apr, May, Jun) Report due Jul 10; and
- 4th Quarter (Jul, Aug, Sep) Report due Oct 10.

Information needed in Quarterly Progress reports include what work has been completed, any significant events, delays, or anticipated problems during the progress of the project.

If additional information is needed, please contact Michael D’Arcy, Resilience Division Manager, State Hazard Mitigation Officer, via (405) 618-3717 or by e-mail at michael.darcy@oem.ok.gov

Sincerely,



Annie Mack Vest, CFM
State Director

Enclosures: FEMA Award Package
State of Oklahoma S&L Agreement

HAZARD MITIGATION ASSISTANCE STATE – LOCAL AGREEMENT



HAZARD MITIGATION ASSISTANCE GRANT AGREEMENT

Between

STATE OF OKLAHOMA

And

City of Norman-Imhoff Creek Infrastructure-Phase II
(Local Applicant)

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Annie Mack Vest, Director, Oklahoma Department of Emergency Management (OEM), and City of Norman shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant to the Major Disaster Declaration of the President of the United States, designated FEMA DR-4575, and declared on the 21st day of December 2020

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management (OEM). Hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by OEM.
 - a. **Corporation:** the Chair of the Board of Directors or President;
 - b. **City:** the Mayor, City Manager, or Town Administrator
 - c. **County:** the Chairman of the Board of County Commissioners
 - d. **School Board:** the Superintendent
 - e. **Fire District:** the District Chief
 - f. **Special Districts:** the Executive Director
 - g. **Institution of Higher Education:** the President of the institution
 - h. **Charter School:** the Chair of the Board of Directors
 - i. **County Sheriff's Office:** the Sheriff
 - j. **State Agencies:** the Director or Deputy Director of the agency
 - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

The Applicant certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Applicant.
2. The Applicant must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Applicant is aware of and will be responsible for the cost-sharing requirements of federal and state hazard mitigation assistance, specifically, federal assistance is limited to no more than 90% of eligible expenditures, and the Applicant will provide, from the Applicants funds, the remaining 10% of eligible costs.
4. Hazard Mitigation Assistance includes but is not limited to the following: Pre-Disaster Mitigation, Flood Mitigation Assistance and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available at a later date for assistance requests and may be covered by this agreement.
5. The Applicant will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
6. The Applicant must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Applicant is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by OEM and FEMA grant guidelines.
8. The Applicant will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The applicant must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Applicant's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the Major Disaster Declaration, designated FEMA DR-4575, and declared on the 21st day of December 2020.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management (OEM), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG).
11. The Applicant will give the appropriate State agencies, as designated by OEM, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
12. The Applicant will provide OEM with quarterly project status reports within 10 calendar days following the end of the last day of the quarter.

13. Also, if the Applicant expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Applicant shall accomplish a Single Audit requirement and submit a copy of that audit to OEM in accordance with 2 CFR §§ 200.
14. The Applicant will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
15. The Applicant will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions. Current provisions of 2 CFR §§ 200. 318-326 including Appendix II are herein attached as Appendix A.
16. The Applicant affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Applicant receives duplicate benefits from another source for projects related to this application, the Applicant agrees to refund the benefits provided by the State.
17. The Applicant will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
18. The Applicant will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
19. The Applicant will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
20. The Applicant will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
21. The Applicant will not enter into any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
22. The Applicant will not enter into contracts, grants, loans or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
23. The Applicant must not enter into any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities may be verified through SAM.GOV.
24. The Applicant will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.

25. As a condition for receipt of State or Federal funds, the Applicant certifies that it has the legal responsibility for the maintenance, upkeep and implementation of hazard mitigation activities for which it is applying for disaster assistance.
26. The Applicant certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Applicant agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
27. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
28. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
29. The Applicant understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Applicant's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the OEM State Hazard Mitigation Officer or OEM Recovery/Mitigation Manager or their designee and must be requested by the applicant in writing.
30. **By signing this agreement, the Applicant further acknowledges that the effective date of this agreement shall be as of the date of the Federal Declaration of Disaster dated 21st Day of December 2020, and the established Period of Performance ends on June 19, 2025, unless extended by FEMA upon request through OEM.**

Appendix A;**Title 2 Subtitle A Chapter II PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS-**

https://ecfr.io/Title-02/cfr200_main

Subpart D—Post Federal Award Requirements PROCUREMENT STANDARDS**§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a

more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern.

Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of

subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification

procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

§ Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-

1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I acknowledge by my signature, I am aware should any part of this agreement not be in compliance with all regulations, funding for this and possibly future disasters, will be jeopardized.

Signed: _____
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: _____

STATE OF OKLAHOMA

COUNTY OF _____

Signed or attested before me on _____ (date)

by _____ (name(s) of person(s)).

NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

Print Name:

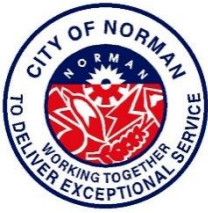
My Commission Expires:

APPROVED on this _____ Day of _____, 20_____.

Signed: _____
ANNIE MACK VEST
GOVERNOR'S AUTHORIZED REPRESENTATIVE

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-67: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CHLOETA, FOR PROFESSIONAL COMMUNITY WILDFIRE PROTECTION PLAN SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-67: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CHLOETA, FOR PROFESSIONAL COMMUNITY WILDFIRE PROTECTION PLAN SERVICES FOR THE PARKS AND RECREATION DEPARTMENT AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The 2024-25 Capital Improvement Plan (CIP) included funding planning/design services to support the Forestry Division of the Parks and Recreation Department. The requested CIP funds were to be used to create a Community Wildfire Protection Plan (CWPP). The CWPP would help guide the work of the City Forester, in conjunction with the Norman Fire Department, to reduce the likelihood of wildfires occurring within the city limits, inhibiting the spread of active wildfires, and help residents be prepared in case a wildfire danger arises in town at any time in the future.

Creating a CWPP will involve evaluating possible fuel sources and mitigation methods in all parts of town and then devising a program specific to each of the distinct fire districts in Norman. The planning process will include multiple stakeholders in addition to the City of Norman, including Oklahoma Forestry Services, the Oklahoma Department of Tourism and Recreation (Lake Thunderbird State Park), the Federal Aviation Administration (Max Westheimer Airport), the Citizen Pottawatomie Nation, and any/all utility companies with power lines in Norman.

Once a CWPP is created, it will be used to educate residents on methods and reasons for taking preventive action on their property, similar to what will be done on our public property, which will help reduce the risk of wildfire(s) spreading and growing when/if they occur. The CWPP will be a detailed evaluation of the Norman landscape, considering multiple environmental, climate, and landform factors to produce a customized protection plan for Norman. The creation of the CWPP is essential since the city is located in a prairie and Crosstimber forest region historically subject to regular fire events, which are not extinguished quickly by human intervention. This approach prevents the build-up of potential fuel sources for any wildfire events that can get out of control, given the right conditions in any given season.

DISCUSSION:

In September 2024, the City of Norman Parks Department advertised Requests for Proposals (RFP) locally and regionally for the services necessary to produce a CWPP for Norman, and we received proposals from three companies to do the work. Staff evaluated the proposals and recommended the proposal from Chloeta to perform the services. They are a Native-owned business based in Oklahoma City, ranked highest among the selection committee members asked to review the proposals. Staff contacted Chloeta to verify a work schedule and cost structure for the CWPP and determined that their proposal fits into the anticipated budget and schedule. The CWPP service cost was within our available budget (\$48,544.74—Exhibit A, Attached), and work will be able to begin as soon as a contract is approved. The attached contract documents include the anticipated work schedule and a more detailed breakdown of each task's cost (Contract K-2425-67, including Exhibit A).

RECOMMENDATION: It is recommended that the City Council approve Contract Number K-2425-67 to Chloeta for the design and planning services involved with the creation of a Community Wildfire Protection Plan for Norman, as described in "Exhibit A" (\$48,544.74). Funding is available from the Capital Fund, Tree Program Project, Design (Account 50799966-46201; Project PR0212).

AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE CITY OF NORMAN

This Agreement is entered into between The City of Norman (“City”) and Chloeta (“Contractor”) for the following reasons:

1. The City requires the development of a Community Wildfire Protection Plan for the area within Norman City limits (the “Services”); and,
2. Contractor is prepared to provide the Services as outlined in: 1) the proposal submitted October 11, 2024, attached and included herein and made a part hereof, as Exhibit “A” to this Agreement, and 2) the City’s RFQ #2425-11 on file in the office of the City Clerk of the City of Norman and made part of this Agreement as if fully written in detail herein or attached thereto.

In consideration of the promises contained in this Agreement, the City and Contractor agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 13th day of November, 2024, and shall extend for one year thereafter, or until the Services have been completed, whichever occurs first.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any actions brought under the terms of this Agreement shall be heard in the United States District Court for the Western District of Oklahoma or in the District Court of Cleveland County, Oklahoma.

ARTICLE 3 – PERFORMANCE AND 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. In terms of the standard of excellence, 100% excellence in compliance and in the work performed shall be the standard.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, servants, and employees, from and against any and all liability, loss, damage, cost and expense (including attorney’s fees and accountants fees) caused by an error, omission, or negligent act of Contractor in the performance of the Services under this Agreement. The City agrees to defend, indemnify and hold harmless Contractor, its officers, servants and employees, from and against any all liability, loss, damage, cost and expense (including attorney’s fees and accounts’ fees) caused by an error, omission, or negligent act of the City in the performance under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. Contractor and the City each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by the City or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by Contractor shall not in any event be deemed a waiver of any action, right, or remedy otherwise available to the City under Oklahoma law.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 5 – INSURANCE

During the performance of the Services under this Agreement, Contractor shall maintain Worker’s Compensation insurance in accordance with State Laws and Employer’s Liability insurance in the following amount, pursuant to State Law:

- (a) Property Damage Liability.—Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability—In an amount not less than one hundred twenty five thousand dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence of Accident Liability—in an amount not less than one million dollars (1,000,000.00) for any number of claims arising out of a single occurrence or accident.

These insurance policies shall be issued by a company approved by the City. The City shall be furnished with a Certificate of Insurance which shall provide that such insurance shall not be changed or canceled without ten (10) business day’s prior written notice to the City. Certificates of Insurance shall be delivered to the City prior to the commencement of the Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

ARTICLE 7 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

James Briggs
 Park Development Manager
 225 North Webster Avenue
 Norman, OK 73069
 405-366-5480
 James.briggs@normanok.gov

CONTRACTOR:

Jo Kephart
 Senior Director, Business Development
 701 Cedar Lakes Blvd., Ste. 320
 Oklahoma City, OK 73114
 877-245-6382
 Jo.kephart@chloeta.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of the City and Contractor.

ARTICLE 8 – DISPUTES

In the event of a dispute between the City and Contractor 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.

ARTICLE 9 –NONDISCRIMINATION

Contractor agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.

ARTICLE 10 – NON-WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity. Further, any waiver by either the City or Contractor 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 further breach.

ARTICLE 11 – ENTIRE AGREEMENT; AMENDMENTS

This Agreement, including Exhibit "A", the proposal submitted by Contractor on October 11, 2024, incorporated by reference, represents the entire and integrated agreement between the City and Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, wither oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.

ARTICLE 12 – SEVERABILITY

If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

ARTICLE 13 – ASSIGNMENT

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 14 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the City and Contractor. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

ARTICLE 15 – BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following page.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the Effective Date.

The City of Norman:

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and legality this 5 day of November 2024

[Signature]
City Attorney

Chloeta:

Signature: [Signature]

Name: Mark Masters

Title: President or Managing Member

STATE OF Oklahoma COUNTY OF Oklahoma SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of October 2024, personally appeared Mark Masters to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the sue and purposes therein set forth.

WITNESS my hand and seal the day and year last above written,

Notary Public: [Signature]

My commission: #18002140

Expires: 3-2-26



11 October 2024

Subject: Response to RFQ NO. 2425-11 Community Wildfire Protection Plan (CWPP)

ATTN: Colin Zink
225 North Webster Ave
Norman, OK 73069

Dear Mr. Zink:

Chloeta is pleased to provide you with our price and proposed project schedule to provide these professional Community Wildfire Protection Plan (CWPP) services to the City of Norman, Oklahoma. Given our firm's demonstrated results in analyzing, structuring, executing complex assignments in the professional consulting arena, the stature of our experts as leaders in their respective specialties, and our team's prior experience, we feel that Chloeta is uniquely qualified for this important responsibility. We are thrilled to work with the City on this project.

Chloeta is a TERO-certified Native American-owned and operated certified small Disadvantaged Business Enterprise (DBE) and Buy Indian Act ISBEE, with the company founder and CEO being a Tribal citizen of the Cherokee Nation. Our firm maintains DBE certifications from the Oklahoma Department of Transportation (DOT), U.S. Small Business Administration (SBA), Cherokee Nation of Oklahoma, Muscogee (Creek) Nation of Oklahoma, Choctaw Nation of Oklahoma, and Chickasaw Nation of Oklahoma. We have also been recognized with national awards for our superior services by the SBA and the U.S. Department of Commerce's Minority Business Development Agency (MBDA). Headquartered in Oklahoma City, Chloeta is able to offer timely, localized support and rapid response throughout the project's duration.

Our UEI is MVB3NM8N39L5, FEIN is 26-3474042 and our CAGE is 5K6E2. If you have any questions, please do not hesitate to contact us toll free at any time at (877) CHLOETA (245-6382) or by email at jo.kephart@chloeta.com.

Sincerely,



Jo Kephart
Senior Director, Business Development

TABLE OF CONTENTS

ANTICIPATED SCHEDULE 3
PRICE 4

ANTICIPATED SCHEDULE

Task Name	Start Date	End Date	Q4			Q1			Q2		
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 Award of Contract	11/01/24	11/01/24	◇	◆							
2 Kickoff Meeting	11/12/24	11/12/24		▮							
3 Stakeholder Engagement and Data Collection	11/13/24	12/24/24		▮	▮						
4 Prepare Draft CWPP	12/25/24	02/04/25			▮	▮					
5 City Review of Draft CWPP	02/05/25	02/18/25				▮	▮				
6 Prepare Draft Final CWPP	02/19/25	03/18/25					▮	▮			
7 City Review of Draft Final CWPP	03/19/25	04/01/25						▮	▮		
8 Prepare Final CWPP	04/02/25	04/15/25							▮	▮	
9 Present Final CWPP to City Council	04/22/25	04/22/25								▮	
10 End of Contract	04/30/25	04/30/25	◇							◆	

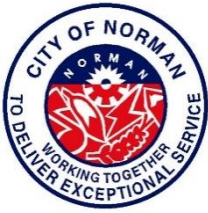
PRICE

Please see Chloeta’s itemized price in the table below. We propose a total project cost of **\$48,544.74** for this effort. Chloeta is committed to providing our clients with the highest level of value through our services.

Task	Price
Kickoff Meeting	\$ 891.41
Data Collection	\$ 8,695.24
Draft CWPP	\$ 18,808.57
Draft Final CWPP	\$ 8,141.26
Final CWPP	\$ 4,628.49
Presentation to City Council	\$ 7,379.78
Project Total	\$ 48,544.74

File Attachments for Item:

18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A 2025 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$47,612 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A FORENSIC EVIDENCE IMAGING SYSTEM FROM FOSTER + FREEMAN USA, CONTRACT K-2425-68, AND A BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: November 12, 2024

REQUESTER: John Stege, Police Standards Administrator

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A 2025 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$47,612 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A FORENSIC EVIDENCE IMAGING SYSTEM FROM FOSTER + FREEMAN USA, CONTRACT K-2425-68, AND A BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The state of Oklahoma, through the Attorney General's Office, has created a grant program known as the "Safe Oklahoma Grant Program" with the purpose of awarding competitive grants to eligible police and sheriff's departments. Specifically, moneys must be used to supplement (and not replace) other federal, state, and local funds appropriated to carry out activities relating to daily law enforcement duties directed at reducing and preventing violent crime.

To be eligible for the Safe Oklahoma Grant, the Norman Police Department submitted a grant proposal to the Office of the Attorney General with a focus on decreasing violent crime through the purchase of upgraded forensic technology.

The Norman Police Department received notice of an award for the 2025 Safe Oklahoma Grant Program on October 4, 2024.

DISCUSSION:

The City of Norman Police Department intends to use grant funding to improve forensic capability in an effort to have a positive impact on reducing violent crime. Analysis indicates a limited ability to directly affect the incidents of violent crime (murder, sexual assault, rape, robbery, aggravated assault, and simple assault); however, improving the capability to identify suspects, build cases for prosecution, and succeeding in trial will have a positive impact reducing these crimes.

The "Crime-lite Auto" digital camera is a compact handheld device that can reveal evidence including body fluids (e.g., blood, semen, saliva, urine, etc.) on various substrates, fingerprints

and injuries on a variety of surfaces (including dark skin), gunshot residues, and traces of physical evidence (e.g., glass, fibers, hairs, etc.). The camera incorporates the ultraviolet, visual and infrared light spectrums through up to 55 waveband combinations with auto focus and wide angle capabilities. Searches can be performed in real-time with live video capturing of examinations as well as still images. It is optimized for field and laboratory use, and it advanced analytical settings but can also be setup for multiple users.

RECOMMENDATION 1: Acceptance of the grant by Council and authorizing the Mayor to execute the grant contract by:

Signing and ***Dating*** the attached 2025 Safe Oklahoma Grant Program Contract

RECOMMENDATION 2: Upon acceptance and approval, City staff will:

Create an invoice, on Norman Police Department letterhead, directed to the Office of the Oklahoma Attorney General for \$47,612 to be deposited into the Special Grants Fund, Other Revenue-State Grant Reimbursements (account 226-331380).

RECOMMENDATION 3: Upon receipt of funds, appropriate \$47,612 from Other Revenue-State Grant Reimbursements (account 226-331380), and allocate the funds to Miscellaneous Police Department Grants: Plant & Operating Equipment – Lab Equipment (account 22660211-45122).



THE OFFICE OF ATTORNEY GENERAL
2025 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This contract is made between the Office of the Attorney General (“OAG”) and the Norman Police Department (“Recipient”) (hereinafter collectively referred to as the “Parties”). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$47,612.00 to Recipient for the purchase of a compact digital forensics camera. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. OAG may terminate its obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

- a. The term of the contract begins on January 1, 2025.
- b. The term of this contract shall expire twelve (12) months after the contract begins on December 31, 2025, unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. Pursuant to the requirements of Section 14 entitled Records, Reports, and Documentation, quarterly reports on the contract status will be due: April 30, 2025; July 31, 2025; October 31, 2025, and January 31, 2026.

- c. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, by Recipient must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A pursuant to the terms of this contract.

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator that has been approved by the OAG for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**
- b. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing

under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- c. Funds made available to Recipient under this contract shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient acknowledges that the contract funds used to pay overtime are to pay for time worked and not to be used to pay the associated benefits an employee is entitled to as a result of overtime hours worked.
- b. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- c. The Parties intend that each shall be responsible for its own intentional acts, negligent acts, and/or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

Recipient expressly agrees to be solely responsible for ensuring that the use of monies received under this contract complies with all federal, state and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of Recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. The Parties certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this contract, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this contract.

- b. Recipient has not paid, given, donated, or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute, and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and state laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a quarterly report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on January 1, 2025. Reports shall be due no later than one month after the end of a reporting period, as provided in Section 3(b). The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.

- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.
- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly, but no later than thirty (30) days following the expiration of the contract, return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall promptly, but no later than thirty (30) days following the expiration of the contract, submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. DISPUTE RESOLUTION, INTERPRETATION, REMEDIES, VENUE, AND CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this contract.
- b. This contract shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the Parties.

- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
- i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. ENTIRE CONTRACT

This contract, together with Appendix A, constitutes the entire contract between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

Titles of parts or sections of this contract are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the contract.

20. SEVERABILITY

If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

21. COUNTERPARTS

The Parties may execute this contract in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same contract. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

22. POINT OF CONTACT

Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Stephanie Lowery
Title: Grants Administrator
Phone Number: (405) 522-2617
Email: Stephanie.Lowery@oag.ok.gov

Secondary Contact Name: Dane Towery
Title: Deputy Attorney General
Phone Number: 405-522-8965
Email: dane.towery@oag.ok.gov

Agreed to the _____ day of _____, 2024.

X _____
Chief of Police, Norman Police Department

X _____
Mayor, City of Norman
or
City Manager, City of Norman

X _____
Stacy Morey
Senior Deputy Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

2025 SAFE OKLAHOMA LINE ITEM BUDGET
for the Norman Police Department

Quantity	Unit	Description	Unit Price	Line Amount
1	ea.	Crime Lite Auto Kit w/ Charger	\$ 42,815.08	\$ 42,815.08
1	ea.	Laboratory Arm	\$ 2,396.65	\$ 2,396.65
1	ea.	Product Training	\$ 2,050.00	\$ 2,050.00
1	ea.	Shipping and Handling	\$ 350.00	\$ 350.00
Total				\$ 47,611.73



John T. Stege

10-25-2024
Date

File Attachments for Item:

19. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF OKLAHOMA OFFICE OF HOMELAND SECURITY, STATE & LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF \$600,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE BACKUP CONTINGENCY OPERATIONS OF CRITICAL DATA; AND SUB-RECIPIENT AWARD IN THE AMOUNT OF \$95,000 TO CREATE AND HIRE A CYBERSECURITY TECHNICIAN POSITION IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS; APPROVAL OF CONTRACT K-2425-71; AND BUDGET APPROPRIATION FROM THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Kari Madden, IT Manager Business Systems & Development

PRESENTER: Tim Powers, Director of Information Technology

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF OKLAHOMA OFFICE OF HOMELAND SECURITY, STATE & LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT AWARD IN THE AMOUNT OF \$600,000 TO BE USED BY THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE BACKUP CONTINGENCY OPERATIONS OF CRITICAL DATA; AND SUB-RECIPIENT AWARD IN THE AMOUNT OF \$95,000 TO CREATE AND HIRE A CYBERSECURITY TECHNICIAN POSITION IN CONTINUED SUPPORT OF STATEWIDE HOMELAND SECURITY EFFORTS; APPROVAL OF CONTRACT K-2425-71; AND BUDGET APPROPRIATION FROM THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman has been selected to receive \$695,000 from the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2023 State and Local Cybersecurity Grant Program. These funds are designated for two (2) awards and programs: award number #1599.323 in the amount of \$600,000 to replace City of Norman data backup contingency systems and operations; and award number #1599.105 in the amount of \$95,000 to provide a Cybersecurity Technician position to enhance and assist with critical daily security operations and ensuring adherence to mandated security standards. These standards include, but are not limited to the Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry Data Security Standard (PCI DSS).

The Information Technology Department is responsible for securing all sensitive data stored on the City network and for securing operations associated with all daily operations of the City of Norman, as well as interactions and exchanges of data and services to residents, developers, visitors, and personnel interacting with software applications, website functions and portals used or offered by the City to provide services and information.

DISCUSSION:

The existing backup system and operations used to safeguard the City's critical information technology infrastructure is obsolete and in many cases no longer supported by manufacturers.

This reliance on outdated tape backup and insufficient storage capacity has proven inadequate and ineffective to achieve reasonable backup times of essential data as well as to meet essential retention policies and maintain long-term data integrity. Data retention times for backups of virtual machines have had to be scaled back, to allow for storage of data. This significantly hampers the ability to restore operations efficiently in the event of a data recovery scenario. Replacing current data backup systems and operation is essential to ensure the security, reliability, and effectiveness of the City's data protection efforts and to support our critical operations effectively. Despite the City's increased priority for the replacement and upgrade of information systems in annual Capital Improvement Project budget allocations, this critical need has not been able to be addressed.

The second award will provide funding for a Security Technician position to work with the existing Security Engineer to address and resolve security threats that could compromise the confidentiality, integrity, and availability of our network, systems, and personnel. This award is for a one-year period.

RECOMMENDATION 1:

Approval of the grant by Council and execution of the contract by the Mayor by signing and dating the attached OKOHS Memorandum (Schedule A), the Award Document (Schedule B), the Sub-Recipient Terms and Conditions and Signature Authorization.

RECOMMENDATION 2:

Appropriation of \$600,000 from the Capital Fund balance (50-29000); and designate \$600,000 to the Special Grants Fund, Backup Contingency Operations Critical Data, Construction and Materials (Account 22123645-46101 and 46301; Project BG0098). Appropriation of \$95,000 from the Capital Fund balance (50-29000); and designate \$95,000 to the Special Grants Fund, Homeland Security Grant IT Salary and Benefits (Account 22123645-42001). Upon reimbursement, deposit funds into the Special Grants Fund, Other Revenue/Homeland Security (Account 221-333352) and reimburse the Capital Improvement Projects Fund balance (50-29000).



Oklahoma Office of
Homeland Security

Prevent, Protect, Prepare

Item 19.

P.O. Box 53004
Oklahoma City, OK 73152
(405) 425-7296 Office
www.homelandsecurity.ok.gov

SUB-RECIPIENT AWARD

Sub-grantee – Required for Reimbursement EIN# _____ UEI # MTD4M7LKSKJ4		Original Award Amount \$95,000.00	
City of Norman Larry Hiekkila, Mayor 313 N. Webster Norman, OK 73069		Sub-Recipient Award Number #1599.105	
		Federal Award Identification Number EMW-2023-CY-00009	
		Award Effective Date 12/1/2023	
		Project Period 12/1/2023 – 12/31/2025	
Project Title/IJ State and Local Cybersecurity Grant Program Cybersecurity Hire/ IJ #1		CFDA 97.137 (OKOHS 97.1372023)	
Applicable Funds State and Local Cybersecurity Grant Program FY 2023 (SLCGP - Local)	Region 5	County Cleveland	
Method of Payment: This is a Reimbursement Grant.		Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input type="checkbox"/> NO <input type="checkbox"/>	
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner, Head of Nonprofit)		Project Contact/ Secondary Authorized Official (If Applicable)	
Title of Primary Authorized Official Mayor		Title of Secondary Authorized Official IT Manager, Business Systems & Development	
Name Larry Hiekkila		Name Kari Madden	
Telephone 405-366-5404	Cell	Telephone 405-366-5361	Cell 405-226-0023
Email Larry.Hiekkila@NormanOK.Gov		Email Kari.Madden@NormanOK.Gov	
Signature of Primary Authorized Official: (Required): _____ Date _____		Signature of Secondary Authorized Official: (Required): _____ Date _____	
The Primary Authorized Official certifies: <ul style="list-style-type: none"> • Legal authorization to accept grants on behalf of the named governmental entity. • Proposed project can be completed by December 31, 2025 • Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto. • All submitted data is true and correct to the best of signatory's knowledge. 			
Special Conditions			
OKOHS Approving Official Tim Tipton Commissioner/Homeland Security Advisor		Contact Information www.homelandsecurity.ok.gov Oklahoma Office of Homeland Security P.O. Box 53004 Oklahoma City, OK 73152	
Signature of OKOHS Approving Official Digitally signed by Tim Tipton Date: 2024.11.05 15:49:29 -06'00'		Telephone (405) 425-7296	

ROHIT RAI
DIRECTOR



Item 19.

TIM TIPTON
DPS COMMISSIONER
HOMELAND SECURITY ADVISOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO: Larry Hiekkila, Mayor
City of Norman

FROM: Tim Tipton, DPS Commissioner/Homeland Security Advisor

DATE: November 6, 2024

RE: Oklahoma Office of Homeland Security 2023 State and Local Cybersecurity Grant Program; # 1599.105

Your agency has been selected to receive a proposed award in the amount of \$95,000.00, pursuant to the OKOHS FY 2023 State and Local Cybersecurity Grant Program. Among other initiatives, the 2023 Program provides this funding for a cybersecurity hire. The 2023 Program requires a 20% cost share of the total proposed award, which can take the form of cash or in-kind. However, this cost share has been waived for the 2023 award.

The 2023 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2023 (FEMA/DHS/CISA) State and Local Cybersecurity Grant Program. Like previous FEMA/DHS/CISA/OKOHS grant programs, the 2023 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2023 Program including but not limited to those noted on the attached Schedule "1".
- (2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items.
- (3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this **OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS**.
- (4) Upon receiving the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award.
- (5) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form, copies of the associated invoices and purchase orders to OKOHS. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.
- (6) After your payment to the vendor has been processed, you will need to submit a copy of the canceled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub-recipients by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated documents. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2023 Program, please so indicate by:

- (1) affixing the signature of the appropriate chief executive officer (i.e., the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and
- (2) returning a fully executed copy of this letter and each document listed on *Schedule "1"* and included with this award packet with original signatures to OKOHS **ON OR BEFORE November 29, 2024** by email at hsgrants@okohts.ok.gov or mail at PO Box 53004, Oklahoma City, Oklahoma 73152.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okokohts.ok.gov or Hannah Kopisch at 405-219-0573 or by e-mail at Hannah.kopisch@okokohts.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____ 2024:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Attachments: Standard Award Packet Terms and Conditions



Oklahoma Office of
Homeland Security

Prevent, Protect, Prepare

Item 19.

P.O. Box 53004
Oklahoma City, OK 73152
(405) 425-7296 Office
www.homelandsecurity.ok.gov

SUB-RECIPIENT AWARD

Sub-grantee – Required for Reimbursement EIN# _____ UEI # MTD4M7LKSKJ4		Original Award Amount \$600,000.00	
City of Norman Larry Hiekkila, Mayor 313 N. Webster Norman, OK 73069		Sub-Recipient Award Number #1599.323	
		Federal Award Identification Number EMW-2023-CY-00009	
		Award Effective Date 12/1/2023	
		Project Period 12/1/2023 – 12/31/2025	
Project Title/IJ State and Local Cybersecurity Grant Program Backup Contingency / IJ #3		CFDA 97.137 (OKOHS 97.1372023)	
Applicable Funds State and Local Cybersecurity Grant Program FY 2023 (SLCGP - Local)	Region 5	County Cleveland	
Method of Payment: This is a Reimbursement Grant.		Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input type="checkbox"/> NO <input type="checkbox"/>	
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official <small>City or County Official (Mayor, City Manager, County Commissioner, Head of Nonprofit)</small>		Project Contact/ Secondary Authorized Official (If Applicable)	
Title of Primary Authorized Official Mayor		Title of Secondary Authorized Official IT Manager, Business Systems & Development	
Name Larry Hiekkila		Name Kari Madden	
Telephone 405-366-5404	Cell	Telephone 405-366-5361	Cell 405-226-0023
Email Larry.Hiekkila@NormanOK.Gov		Email Kari.Madden@NormanOK.Gov	
Signature of Primary Authorized Official: (Required): _____ Date _____		Signature of Secondary Authorized Official: (Required): _____ Date _____	
The Primary Authorized Official certifies: <ul style="list-style-type: none"> • Legal authorization to accept grants on behalf of the named governmental entity. • Proposed project can be completed by December 31, 2025 • Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto. • All submitted data is true and correct to the best of signatory's knowledge. 			
Special Conditions			
OKOHS Approving Official Tim Tipton Commissioner/Homeland Security Advisor		Contact Information www.homelandsecurity.ok.gov Oklahoma Office of Homeland Security P.O. Box 53004 Oklahoma City, OK 73152	
Signature of OKOHS Approving Official Digitally signed by Tim Tipton Date: 2024.11.05 15:49:07 -06'00'		Telephone (405) 425-7296	

ROHIT RAI
DIRECTOR



Item 19.

TIM TIPTON
DPS COMMISSIONER
HOMELAND SECURITY ADVISOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

TO: Larry Hiekkila, Mayor
City of Norman

FROM: Tim Tipton, DPS Commissioner/Homeland Security Advisor

DATE: November 6, 2024

RE: Oklahoma Office of Homeland Security 2023 State and Local Cybersecurity Grant Program; # 1599.323

Your agency has been selected to receive a proposed award in the amount of \$600,000.00, pursuant to the OKOHS FY 2023 State and Local Cybersecurity Grant Program. Among other initiatives, the 2023 Program provides this funding for cyber backup contingencies. The 2023 Program requires a 20% cost share of the total proposed award, which can take the form of cash or in-kind. However, this cost share has been waived for the 2023 award.

The 2023 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2023 (FEMA/DHS/CISA) State and Local Cybersecurity Grant Program. Like previous FEMA/DHS/CISA/OKOHS grant programs, the 2023 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2023 Program including but not limited to those noted on the attached Schedule "1".
- (2) Submission of a Budget Detail Worksheet (BDW) to OKOHS with a list of estimated costs of specific allowable items.
- (3) Receipt of an approval letter from OKOHS with a schedule of approved items. You must have this **OKOHS APPROVAL LETTER IN HAND PRIOR TO EXPENDING FUNDS**.
- (4) Upon receiving the OKOHS Approval Letter, you may purchase approved items in an amount not to exceed the amount of the Proposed Award.
- (5) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form, copies of the associated invoices and purchase orders to OKOHS. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.
- (6) After your payment to the vendor has been processed, you will need to submit a copy of the canceled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub-recipients by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated documents. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2023 Program, please so indicate by:

- (1) affixing the signature of the appropriate chief executive officer (i.e., the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and
- (2) returning a fully executed copy of this letter and each document listed on *Schedule "1"* and included with this award packet with original signatures to OKOHS **ON OR BEFORE November 29, 2024** by email at hsgrants@okohts.ok.gov or mail at PO Box 53004, Oklahoma City, Oklahoma 73152.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okokohts.ok.gov or Hannah Kopisch at 405-219-0573 or by e-mail at Hannah.kopisch@okokohts.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____ 2024:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Attachments: Standard Award Packet Terms and Conditions



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM Sub-Recipient Award Terms and Conditions

Instructions:

The Authorized Official must sign the following required documents and return to our office via email. Please keep a copy of ALL documents for your records.

1. **Sub-recipient Award Document, Schedule “A”.** (***SIGNATURE REQUIRED***)
2. **OKOHS Memorandum, Schedule “B”.** (***SIGNATURE REQUIRED***)
3. **Sub-recipient Terms and Conditions, Schedule “1”.** (***SIGNATURE REQUIRED, RETURN ONLY PAGE 14***)
4. **Authorization to Sign OKOHS Program Documents, Schedule “3”.** (***SIGNATURES REQUIRED***)
5. **Quarterly Status Report, Schedule “4”.** (***SIGNATURE NOT REQUIRED AT THIS TIME***. This form is included for grant your convenience only. Report due within 15 days following each calendar quarter via email.)
6. **Procurement Plan Worksheet** (***SIGNATURE NOT REQUIRED AT THIS TIME*** This form is included for your convenience only. Form is due with each reimbursement request submitted via email.)
7. **Appendix A.** (***SIGNATURE NOT REQUIRED AT THIS TIME*** This is included for information purposes.)

State and Local Cybersecurity Grant Program Terms and Conditions

Recipients of Oklahoma Office of Homeland Security (“OKOHS”)/Department of Homeland Security (“DHS”)/Federal Emergency Management Administration (“FEMA”)/Cybersecurity and Infrastructure Security Agency (CISA) grant funds (“Sub-recipient(s)”) are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article XLVII):** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
2. **Acknowledgement of Federal Funding from DHS (Article VI):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
3. **Activities Conducted Abroad (Article VII):** Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
4. **Age Discrimination Act of 1975 (Article VIII):** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
5. **Allowable Costs:** The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

OKOHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of \$100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article X):** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
7. **Applicability of DHS Standard Terms and Conditions to Tribes (Article XLVI):** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not

intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

8. Assurances, Administrative Requirements and Cost Principles, Representation and Certifications (Article IV):

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

9. Audit Requirements: The Sub-recipient agrees to comply with the requirements of the 2 C.F.R. Part 200 Section F. Entities that expend \$750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state, or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA/CISA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.

10. Best Practices for Collection and Use of Personally Identifiable Information (Article X): Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

11. Civil Rights Act of 1964 – Title VI (Article XI): Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

12. Civil Rights Act of 1968 (Article XII): Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

13. Compliance Agreement: The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.

14. Commingling of Funds: The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA/CISA. The accounting systems of all Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each

award must be accounted for separately.

15. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of OKOHS.
16. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
17. **Copyright (Article XIII):** Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
18. **Debarment and Suspension (Article XIV):** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
19. **DHS Standard Terms and Conditions Generally (Article III):** The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with not digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
20. **Disposition of Equipment Acquired Under the Federal Award (Article XLVIII):** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
21. **Drug-Free Workplace Regulations (Article XV):** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
22. **Duplication of Benefits (Article XVI):** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

23. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX (Article XVII):** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
24. **Energy Policy and Conservation Act (Article XIX):** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
25. **Environmental Planning and Historic Preservation (EHP) Review (Article XLV):** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

26. **E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety (Article XVIII):** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
27. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA/CISA funds. As a rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List".

When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security." Please contact OKOHS when equipment is received to request appropriate labels.

Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA. By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-recipient's willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to OKOHS immediately.

To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

28. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP). These requirements can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf. Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.
29. **False Claims Act and Program Fraud Civil Remedies (Article XX):** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
30. **Federal Debt Status (Article XXI):** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
31. **Federal Leadership on Reducing Text Messaging while Driving (Article XXII):** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
32. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
33. **Fly America Act of 1974 (Article XXIII):** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
34. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

35. **General Acknowledgements and Assurances (Article V):** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
 - II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
 - III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
 - V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights

Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to

VI. CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

VII. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

36. **Hotel and Motel Fire Safety Act of 1990 (Article XXIV):** Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.
37. **Indirect Cost Rate (Article L):** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
38. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.
39. **Inventory:** During the term of this grant and for three years following the final financial report of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years and submitted to OKOHS. Inventory records must be maintained which include:
- Award number;
 - Description of the property;
 - Serial number or other identification number;
 - Source of the property (brand/manufacture);
 - Vendor of the property;
 - Identification of title holder;
 - Acquisition date;
 - Cost of the property;
 - Percentage of Federal participation in the cost of the property;
 - Location of the property;
 - Use and condition of the property; and
 - Disposition data, including the date of disposal and sale price.
40. **John S. McCain National Defense Authorization Act of Fiscal Year 2019 (Article XXV):** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

41. **Limited English Proficiency (Civil Rights Act of 1964 - Title VI) (Article XXVI):** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
42. **Lobbying Prohibitions (Article XXVII):** Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
43. **Monitoring:** The Sub-recipient agrees to comply with monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment, and maintenance of an up-to-date equipment inventory.
44. **National Environmental Policy Act (Article XXVIII):** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
45. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article XXIX):** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
46. **Non-Supplanting Requirement (Article XXX):** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
47. **Notice of Funding Opportunity Requirements (Article XXXI):** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
48. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule A) unless OKOHS provides a written exception or extension to the Sub-recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.
49. **Patents and Intellectual Property Rights (Article XXXII):** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
50. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA)/ Cybersecurity and Infrastructure Security Agency (CISA).
51. **Prior Approval for Modification of Approved Budget (Article XLIX):** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently

\$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2

C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

52. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 200.318 through 200.327 General procurement standards contract provisions unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2CFR 200.321.

A Procurement Plan Worksheet must be submitted with each reimbursement for all equipment items.

53. **Procurement of Recovered Materials (Article XXXIII):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
54. **Program Guidance:** To comply with all applicable laws, regulations, and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the State and Local Cybersecurity Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits:
<https://www.fema.gov/grants/preparedness/state-local-cybersecurity-grant-program>

That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding.

To utilize grant funds for the furthering of the OKOHS State Strategy and the National Preparedness Guidelines.

To comply with grant closeout procedures established by OKOHS.

55. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.

That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial, and financial capability for proper planning, management, and completion of approved projects.

56. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-recipients should exercise caution in the use, maintenance, protection, and preservation of such property.

Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the 2 C.F.R § 200.313, and all other 2 C.F.R Part 200 requirements related to the property management that are applicable to equipment.

Encumbering Equipment – Additionally, recipients and sub-recipients may encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

57. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.
58. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: “This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS.”
59. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient’s accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
60. **Rehabilitation Act of 1973 (Article XXXIV):** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
61. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.

To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.

To provide DHS/FEMA/CISA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient's jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.

62. Reporting of Matters Related to Recipient Integrity and Performance (Article XXXV):

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

63. Reporting Sub-awards and Executive Compensation (Article XXXVI):

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

64. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (Article XXXVII):

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

65. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the final federal financial report date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA/CISA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three-year period). In accordance with the requirements set forth in the 2 C.F.R Part 200, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three-year period, records must be retained until completion of the action and resolution of issues or the end of the three-year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.
66. **SAFECOM (Article XXXVIII):** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
67. **Sanctions:** If a Sub-recipient materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
 - Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award.
 - Withhold future awards for the project or program.
 - Pursue any other legal remedy that may be available.
 - Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

Prior to taking action, OKOHS will provide the Sub-recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

68. **Summary Description of Award (Article I):** The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$3,293,827 for the state of Oklahoma. Of this amount, up to \$164,691 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$365,981 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

69. **Terrorist Financing (Article XXXIX):** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

70. **Trafficking Victims Protection Act of 2000 (TVPA) (Article XL):**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

71. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the OKOHS Training and Exercise Coordinator.

72. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:

- Hiring of Public Safety Personnel
- General use equipment including but not limited to items jurisdictions would normally be expected to have.
- Items not pre-approved by OKOHS
- Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)

73. **Universal Identifier and System of Award Management (Article XLI):** Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

74. **USA Patriot Act of 2001 (Article XLII):** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

75. **Use of DHS Seal, Logo and Flags (Article XLIII):** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

76. **Whistleblower Protection Act (Article XLIV):** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

77. **Written Approval of Changes:** Sub-recipient must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

Authorized Official:

Name, *please type or print*

Signature

Date



SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name		
Title		
Agency		
Mailing Address		State
		Zip
Phone #	Fax #	Email

Primary Contact Signature _____

Date _____

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? Yes No
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #

Secondary Contact Signature _____

Date _____

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name	OKOHS Award #
Title	Phone #
Jurisdiction (City, County, etc.)	Email
Mailing Address	State
	Zip

Chief Executive Officer Signature _____

Date _____

Form Revised as of: September 10, 2007

*If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.*



Oklahoma Office of Homeland Security

Prevent, Protect, Prepare

Item 19.

P.O. Box 53365
Oklahoma City, OK 73152
(405) 425-7296 Office (405) 425-7295 Fax
<https://oklahoma.gov/homeland-security.html>

QUARTERLY STATUS REPORT

OKOHS Award

Dollar Amount of this Award
\$ _____ (A)

Total Dollar Amount of this Award spent or encumbered (binding contract to purchase in effect) as of the end of the current quarter:
\$ _____

Dollar Amount you have Requested from OKOHS as of end of current quarter:
\$ _____ (B)

Dollar Amount Not yet requested as of end of current quarter:
\$ _____ (A-B)

Dollar Amount Being Released to OKOHS
\$ _____

INSTRUCTIONS:

- Email this completed form to OKOHS at hsgnants@okohs.ok.gov within 15 days of the end of each calendar **quarter**.
- Submit separate quarterly status reports for **each** OKOHS award.
- Submit a **canceled check** or **credit card receipt** for each item purchased.
- Submit a **"Final Report"** and **"Inventory"** after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- **ONLY FILL OUT THE AUTHORIZED OFFICIAL/PRIMARY CONTACT INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT**

Entity Name:	
Complete Address (only if changed from last report)	
Final Report YES ___ NO ___	Quarter Ended:
Grant Purpose (i.e., equipment, response trailer, critical infrastructure)	
Canceled check or credit card receipt sent YES <input type="checkbox"/> NO <input type="checkbox"/>	
Inventory sent with Final Report YES <input type="checkbox"/> NO <input type="checkbox"/>	

➤ **Describe grant activity during the past quarter:**

➤ **Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):**

➤ **List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:**

➤ **Have any items purchased with this OKOHS grant award been lost, destroyed, or otherwise disposed of? Yes No**
 If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):

➤ **Other comments, if any:**



QUARTERLY STATUS REPORT

Environmental Historic Preservation:

- Will any equipment be installed? YES NO
- If No: Skip to signature section.
- If Yes: Have you received an EHP form from OKOHS to complete? YES NO
- Have you taken pictures of where all the equipment will be installed (interior and exterior)? YES NO
- Have you submitted the pictures and EHP form back to OKOHS? YES NO
- Have you received approval from OKOHS/FEMA to proceed with the installation of the equipment requested in the EHP? YES NO
- Describe any delays in submitting the EHP form and pictures:

Quarterly Status Report signed by:

Type/Print Signor Name & Title:	Date:
Email:	Phone Number:

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications, and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

Complete the below section if any change in administration has taken place, if completed also submit a new Signature Authorization form to OKOHS.

<u>Authorizing Official (ie. the Mayor/City Manager/County Commissioner)</u>		<u>Primary Contact (Authorized Official(s))</u>	
Name/Title:		Name/Title:	
Telephone:	Fax:	Telephone:	Fax:
Email:		Email:	

PROCUREMENT PLAN WORKSHEET

OKOHS Grant Year: _____ Award Number: _____

Project Point of Contact (PPOC): _____

PPOC Agency: _____

PPOC Telephone Number: _____ PPOC Email: _____

Purchasing Agent/Procurement Officer Point of Contact (PA/PO): _____

PA/PO Agency: _____

PA/PO Telephone Number: _____ PA/PO Email: _____

State offices must follow procurements by states at 2 C.F.R. 200.317. Non-State entities and Non-profits must follow general procurement standards at 2 C.F.R. 200.318-200.327.

Please indicate which one of options listed below that you will use to select the vendor.

OPTION ONE: EXISTING GOVERNMENT CONTRACT:

Add a copy of how the Existing Government Contract was bid.

Local Government Contract.
Contract # _____
Contracting Officer _____ Phone No. _____
(Attach a copy of the contract, highlighting the items requested)

State Government Contract.
Contract # _____
(Attach a copy of the contract, highlighting the items requested)

Federal Government Contract.
Contract # _____
Type of Contract/Contract Name: _____
(Attach a copy of the contract, highlighting the items requested)

OPTION TWO: SMALL PURCHASE/P-CARD PURCHASE

Agency Threshold \$ _____

Emergency Purchase (explain): _____

OPTION THREE: SOLE SOURCE/BRAND PROCUREMENT:

A. Who at the local government has authority to determine “sole source” (i.e. city council, county commission, etc.)? _____

B. What steps are required to determine “sole source” by your local government?

(Attached a copy of the sole source paperwork.)

OPTION FOUR: REQUEST FOR PROPOSAL/BID

NSGP Sub-recipients please use this section. Please get at least three (3) quotes.

A. What agency will be conducting the RFP/Bid Process? _____

B. What are the steps for the agency to place a project out for bid? _____

C. What is the timeline to bid this project, once approved? _____

D. Were bid specifications developed? _____

E. What criteria was used to select your vendor?

(Attached a copy of RFP/Bid package and or quotes).

DELIVERY INFORMATION:

What is the exact address to which all equipment, supplies, etc. will be delivered?

Name of Department at delivery address: _____

Street Address: _____

City, State, Zip Code: _____

Name of contact person located at that address: _____

VENDOR INFORMATION:

Vendor Name: _____

Vendor Contact: _____ Phone No. _____

Vendor Address: _____

Vendor Quote Number (attach copy of quote): _____

This area for OKOHS use only – do not write in this area.

Who reviewed this PPW? _____

Did you review all attached documents? _____

Is this PPW approved? _____

When was an approval letter sent to the sub-recipient? _____

Cybersecurity Services for SLCGP Subrecipients

The following are services that SLCGP subrecipients are encouraged to participate. These services are free to SLT entities.

Cyber Hygiene Services

Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.

Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP.

For more information, visit CISA’s Cyber Hygiene Information Page.

Memberships and Resources

The EI-ISAC, is a collaborative partnership between the Center for Internet Security (CIS), CISA, and the Election Infrastructure Subsector Government Coordinating Council. The EIISAC is funded through DHS grants and offers state and local election officials a suite of elections-focused cyber defense tools, including threat intelligence products, incident response and forensics, threat and vulnerability monitoring, cybersecurity awareness, and training products. To register, please visit <https://learn.cisecurity.org/ei-isac-registration>. For more information, visit <https://www.cisa.gov/election-security>

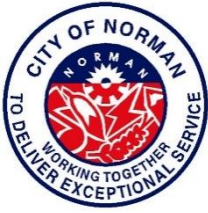
The following list of CISA resources are recommended products, services, and tools provided at no cost to SLT governments, as well as public sector critical infrastructure organizations:

- [CYBER RESOURCE HUB](#)
- [Ransomware Guide \(Sept. 2020\)](#)
- [Cyber Resilience Review](#)
- [External Dependencies Management Assessment](#)
- [EDM Downloadable Resources](#)
- [Cyber Infrastructure Survey](#)
- [Validated Architecture Design Review](#)
- [Free Public and Private Sector Cybersecurity Tools and Services](#)
- [Cross-Sector Cybersecurity Performance Goals](#)
- [Web Application Scanning](#)
- [Risk and Vulnerability Assessment - Penetration Testing](#)
- [Cyber Resilience Essentials Assessment](#)
- [CISA’s Cybersecurity Marketplace](#)

In addition to these resources, CISA's [Interoperable Communications Technical Assistance Program \(ICTAP\)](#) provides direct support to SLT emergency responders and government officials across all 56 states and territories through training, tools, and onsite assistance to advance public safety interoperable communications capabilities. These services are provided at no cost and scalable to the community's needs. Within the catalog, the 9-1-1/Public Safety Answering Point/Land Mobile Radio Cyber Assessment technical assistance offering provides organizations with a review of their cyber posture in accordance with nationally recognized best practices guidelines. CISA employs the NIST Special Publication 800-53, Rev 5, "Security and Privacy Controls for Information Systems and Organizations" as a framework. Requests for ICTAP assistance are coordinated through the [Statewide Interoperability Coordinator](#) from each state and territory.

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,421.05 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES AND/OR THE RESPONSIBLE PARTIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: November 12, 2024

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-55: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,421.05 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES AND/OR THE RESPONSIBLE PARTIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

BACKGROUND:

The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget (approximately \$620 per signalized intersection per year). These funds are used for the purchase of replacement traffic signal system components needed for the safe and efficient operation of our traffic signals. In addition, the Division also maintains approximately 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget (approximately \$1.49 per sign per year). These funds are used for the purchase of the replacement sign components needed for the safe and efficient navigation of our roadways.

On May 3, 2020, a traffic collision occurred at the intersection of Lindsey Street and McGee Drive causing damage to a pedestrian traffic signal pole. The responsible driver was identified for collection purposes. City forces repaired the damage at the location totaling \$5,783.25. Prior receipts reported on earlier appropriation memos reduced the total due from \$5,783.25 to \$1,003.25. On September 12, 2024, \$300.00 was collected from the responsible party for partial payments leaving a balance of \$703.25 remaining. The partial payment funds were deposited into the Refunds/Reimbursements Risk Management account.

On March 27, 2024, a traffic collision occurred near 211 West Boyd Street causing damage to a roadway street light assembly. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On August 27, 2024, a \$3,059.51 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On March 29, 2024, a traffic collision occurred at the intersection of Main Street and Interstate 35 causing damage to a pedestrian traffic pole assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On September 10, 2024, a \$5,134.68 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On July 1, 2024, a traffic collision occurred near the intersection of Classen Boulevard and 12th Avenue SE damaging a chevron sign installation. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On August 21, 2024, a \$217.41 check was collected from the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On July 31, 2024, a traffic collision occurred near the intersection of Classen Boulevard and State Highway 9 westbound on/off ramps causing damage to a traffic signal cabinet and battery backup cabinet at the intersection. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On September 17, 2024 a \$17,709.45 check (a negotiated settlement) was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

DISCUSSION:

The continuing number of traffic collisions involving damage to traffic control equipment depletes the City's inventory of spare units. Replacement units are necessary in order to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase replacements units and needs to access the funds collected from the insurance companies in order to do so. Funds collected to date from the previously described incidents total \$26,203.64 for damages to traffic signal/street light equipment and \$217.41 for damages to traffic signs.

RECOMMENDATION 1:

Staff recommends the appropriation of \$26,204 from Risk Management Refunds/Reimbursements (Account 439-365264) to the General Fund, Traffic Signal Parts (Account 10550223-43212). These funds will be used for the purchase of replacements for the equipment damaged in the respective collisions.

RECOMMENDATION 2:

Further, staff recommends the appropriation of \$217 from Risk Management Refunds/Reimbursements (Account 439-365264) to the General Fund, Traffic & Street Signs (Account 10550223-43213). These funds will be used for the purchase of replacements for the signs damaged in the respective collisions.

RECOMMENDATION 3:

Finally, staff recommends the approval of Resolution R-2425-55. Requested appropriations total \$26,421.

Resolution

R-2425-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,421.05 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES AND/OR THE RESPONSIBLE PARTIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

- § 1. WHEREAS, the City’s Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division’s operating budget for the purchase of replacement traffic signal system components needed for safe and efficient operation: and
- § 2. WHEREAS, the City’s Traffic Control Division maintains more than 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division’s operating budget for the purchase of replacement sign components needed for safe and efficient navigation of our roadways; and
- § 3. WHEREAS, responsible drivers and/or the insurance companies of the responsible drivers, and employers have reimbursed the City a total of \$26,421.05 that will be used to repair or replace the damaged traffic signal equipment and \$217.41 will be used for replacement of damaged traffic signs, which was deposited into Refunds/Reimbursements Miscellaneous Risk Management and later transferred to Risk Management Fund Balance Account; and.
- § 4. WHEREAS, these funds should be appropriated to repair and replace traffic signs damaged in traffic collisions.

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

- § 5. That the following receipt and appropriation be made for reasons as stated above:

Account Name	Losing Account	Gaining Account	Amount
Traffic Signal Parts	439-365264	10550223-43212	\$26,204
Traffic and Street Signs	439-365264	10550223-43213	\$217

PASSED AND ADOPTED this 12th of November, 2024.

ATTEST:

Mayor

City Clerk





DATE: May 12, 2020
 TO: Jeanne Snider, Assistant City Attorney II
 FROM: Brian McNabb, Traffic Signal Supervisor *BM*
 SUBJECT: Damage Cost Report – Lindsey Street and McGee Drive

office memorandum

On May 3, 2020, a pedestrian pedestal pole assembly located on the northeast corner of Lindsey Street and McGee Drive, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00028734. Listed below are the costs associated with the necessary repairs that were performed.

Material and Contractor Cost

Contractor cost to reinstall pedestal pole with anchor bolts	\$1,500.00
1 – ea Ornamental Base Assembly	\$ 937.57
1 – ea Pedestrian Signal Head	\$ 132.00
1 – ea Pedestrian Countdown Signal Indication	\$ 133.00
1 – ea Pedestrian Control Module, CCU2EN	\$2,285.00
5 ft of 2 conductor wire	\$ 1.50
15 ft of 5 conductor wire	\$ 7.50
Total Replacement Cost	\$4,996.57

Labor Cost Breakdown

D. Birkhimer	1.50 hr/s reg.	@	\$ 28.07	\$ 42.11
K. Lowry	2.50 hr/s reg.	@	\$ 21.19	\$ 52.98
K. Lowry	3.00 hr/s OT	@	\$ 31.79	\$ 95.37
B. Rollins	3.00 hr/s reg.	@	\$ 28.07	\$ 84.21
Z. Vice	2.50 hr/s reg.	@	\$ 23.79	\$ 59.48
(A) Subtotal				\$334.15

Supervision/Miscellaneous Time Cost

B. McNabb	3.00 hr/s reg.	@	\$ 37.91	\$113.73
D. Riesland	1.00 hr/s reg.	@	\$ 59.01	\$ 59.01
M. Rudder	1.00 hr/s reg.	@	\$ 24.79	\$ 24.79
(B) Subtotal				\$197.53

Total Labor Costs (A) + (B) \$ 531.68

Page 2
 Lindsey Street and McGee Drive
 NPD Case # 2020-00028734

Equipment Time Cost Breakdown

Unit 624	1.50 hr/s	@	\$ 15.00	\$ 22.50
Unit 626	3.00 hr/s	@	\$ 15.00	\$ 45.00
Unit 627	2.50 hr/s	@	\$ 20.00	\$ 50.00
Unit 629	2.50 hr/s	@	\$ 15.00	\$ 37.50
Unit 643	2.50 hr/s	@	\$ 20.00	\$ 50.00
Total Equipment Time Costs				\$ 255.00
TOTAL CHARGES				\$5,783.25

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/mr

Cc: Shawn O'Leary, Director of Public Works
 Angelo Lombardo, Transportation Engineer
 David Riesland, Traffic Engineer
 Barbara Andros, Revenue Collection Supervisor

Lindsey Street and McGee Drive**Case # 2020-28734**

Prepared May 11, 2020

Brian McNabb

05-03-2020: Norman PD reported the pedestrian pedestal pole assembly located on the northeast corner had been damaged in a vehicle accident. Took photos of damaged equipment, secured exposed wiring and picked up debris.

Kade Lowry	3.00 hours / OT
Unit 643	2.50 hours

05-04-2020: Emailed contractors for bids to install wedge anchors and stand pedestrian pole.

Brian McNabb	0.50 hours / reg
--------------	------------------

05-05-2020: Contractor reinstalled pedestal pole and new anchor bolts. City staff reinstalled original decorative topper, original pedestrian push button, new pedestrian signal head, new pedestrian signal countdown indication, new 2 and 5 conductor wire, and new pedestrian control module "CCU2EN".

Doug Birkhimer	1.50 hours / reg
Kade Lowry	2.50 hours / reg
Bob Rollins	3.00 hours / reg
Zach Vice	2.50 hours / reg
Unit 624	1.50 hours / reg
Unit 626	3.00 hours / reg
Unit 627	2.50 hours / reg
Unit 629	2.50 hours / reg

05-11-2020: Compiled information and prepared damage cost report.

Brian McNabb	1.50 hours / reg
--------------	------------------

Material and contractor costs:

Contractor cost to reinstall pedestal pole with anchor bolts	\$ 1,500.00
1 each ornamental base assembly	\$ 937.57
1 each pedestrian signal head	\$ 132.00
1 each pedestrian countdown signal indication	\$ 133.00
1 each pedestrian control module, CCU2EN	\$ 2,285.00
5 feet of 2 conductor wire	\$ 1.50
15 feet of 5 conductor wire	\$ 7.50

Total \$ 4,996.57

DO NOT WRITE IN THIS SPACE

Incident Report

Investigation Completed	<input checked="" type="checkbox"/>	Revised	<input type="checkbox"/>
Investigation Made at Scene	<input checked="" type="checkbox"/>	Fatality	<input type="checkbox"/>
Photographs	<input checked="" type="checkbox"/>	Hit and Run	<input type="checkbox"/>

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT	Case Number (Agency Use) 2020-00028734	Motor Vehicles Involved 02	Number Injured 01	Number Killed 00
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(2) Date of Collision (mm/dd/yyyy) 05032020	Time 1504	County Number and Name 14 CLEVELAND	Nearest City or Town Number and Name 20 NORMAN
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(3) Distance from Nearest City or Town Limits Mi. 0 Ft. 0	Control #	Int ID	Location	East Grid	North Grid	Administrative
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(4) Street, Road or Highway MCGEE DR	Distance from	(Nearest) Intersecting Street, Road or Highway W LINDSEY ST
---	---------------	--

(5) Unit 01	Occupants 02	Type D	Hit & Run <input type="checkbox"/>	CMV <input type="checkbox"/>	Last Name MCGEHEE	First MARISSA	Middle BRIANNE	Suffix	Date of Birth (mm/dd/yyyy) 08162000	Sex F
----------------	-----------------	-----------	---------------------------------------	---------------------------------	----------------------	------------------	-------------------	--------	--	----------

(6) Address 2414 W BROOKS ST 4	City NORMAN	State OK	Zip 73069	Telephone (Use Area Code) 4058246358
-----------------------------------	----------------	-------------	--------------	---

(7) Driver License Number P083863321	State OK	Class D	Endorsement(s)	Restriction(s)	Inj. Sev. 1	Type of Injury 0	Drv./Ped. Cond. 01	OP Use 04
---	-------------	------------	----------------	----------------	----------------	---------------------	-----------------------	--------------

(8) Ejected Air Bag 1	Extricated 1	Test 1	(% BAC) 5	Transported by 0	To Medical Facility	License Plate Number EFB390	State OK	Month 08	Year 2019
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(9) VIN 1FMYU22X4WUC16928	Vehicle Year 1998	Color BLK	2nd Color 0	Make FORD	Model EXPL	Veh. Conf. 20	Extent of Damage 4
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(10) Insurance Company Name	Policy Number	Insurance Telephone (Use Area Code)
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(11) Vehicle Removed by LEFT AT SCENE	Owner's Last Name	First	Middle	Suffix
--	-------------------	-------	--------	--------

(12) Owner's Address	City	State	Zip	Towed Veh. Type Oversized Load 0 00	Rolled <input type="checkbox"/>	Phone present <input checked="" type="checkbox"/>	Burned <input type="checkbox"/>	Phone in use <input type="checkbox"/>
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(13) Citation Number 655078	Statute/Ordinance Number M20-509C2	Citation Number 655079	Statute/Ordinance Number M20-809
--------------------------------	---------------------------------------	---------------------------	-------------------------------------

(14) Unit 02	Occupants 01	Type D	Hit & Run <input type="checkbox"/>	CMV <input type="checkbox"/>	Last Name PRYOR	First DOROTHY	Middle ANN	Suffix	Date of Birth (mm/dd/yyyy) 07031949	Sex F
-----------------	-----------------	-----------	---------------------------------------	---------------------------------	--------------------	------------------	---------------	--------	--	----------

(15) Address 811 DOUGLAS DR	City NORMAN	State OK	Zip 73069	Telephone (Use Area Code) 4053661132
--------------------------------	----------------	-------------	--------------	---

(16) Driver License Number K080275294	State OK	Class	Endorsement(s)	Restriction(s)	Inj. Sev. 2	Type of Injury 1	Drv./Ped. Cond. 01	OP Use 04
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(17) Ejected Air Bag 5	Extricated 1	Test 1	(% BAC) 5	Transported by 0	To Medical Facility	License Plate Number HXG430	State OK	Month 10	Year 2020
---------------------------	-----------------	-----------	--------------	---------------------	---------------------	--------------------------------	-------------	-------------	--------------

(18) VIN JTMZD33V986061229	Vehicle Year 2008	Color BLK	2nd Color 0	Make TOYT	Model RAV4	Veh. Conf. 20	Extent of Damage 4
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(19) Insurance Company Name GEICO	Policy Number 0774-83-01-03	Insurance Telephone (Use Area Code) 8008413000
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(20) Vehicle Removed by QUICK WRECKER	Owner's Last Name	First	Middle	Suffix
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(21) Owner's Address	City	State	Zip	Towed Veh. Type Oversized Load 0 00	Rolled <input type="checkbox"/>	Phone present <input checked="" type="checkbox"/>	Burned <input type="checkbox"/>	Phone in use <input type="checkbox"/>
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(22) Citation Number	Statute/Ordinance Number	Citation Number	Statute/Ordinance Number
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(23) Investigating Officer PAINTER	Badge Number 150130	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init) DO	Reviewer Badge Number 121418	Date of Report (mm/dd/yyyy) 05032020
---------------------------------------	------------------------	-------------------	-------------------	-----------------------	---------------------------------	---

Unit Type	Injury Severity	Type of Injury	Driver/Pedestrian Condition	Occupant Protection (OP) In Use
0 Driver 1 Pedestrian 2 Other Cyclist 3 Parked Car 4 Animal 5 Conveyance 6 Bicyclist 7 Train	0 N/A 1 No Injury 2 Possible 3 Non-incapacitating 4 Incapacitating 5 Fatal 9 Unknown	0 N/A 1 Head 2 Trunk - Internal 3 Trunk - External 4 Arms 5 Legs 9 Unknown	00 Not Applicable 01 Apparently Normal 02 Drinking - Ability Impaired 03 Odor of Alcohol/Beverage 04 Illegal Drugs 05 Under the Influence of 08 Dizzy/Faint 06 Medications 07 Sleepy 08 Emotional 09 Unknown	00 Not Applicable 01 None Used 02 Lap Belt Only 03 Shoulder Belt Only 04 Shoulder and Lap Belt 05 Child Restraint Type Unknown 06 Restraint Used - Type Unknown 07 Helmet 08 Child Restraint - Forward Facing 09 Child Restraint - Rear Facing 10 Booster Seat 11 Other 99 Unknown
Air Bag Deployed	Ejected	Extricated	Chemical Test	Extent of Damage
0 Not Applicable 1 Not Deployed 2 Deployed - Front 3 Deployed - Side 4 Deployed - Other (knee, air belt, etc.) 5 Deployed - Combination 9 Deployment Unknown	0 Not Applicable 1 Not Ejected 2 Ejected 9 Unknown 3 Ejected Partially	0 N/A 1 No 2 Yes	0 N/A 1 Blood 2 Breath 3 Blood/Breath 4 Test Refused 5 None Given 6 Other	0 N/A 1 None 2 Minor 3 Functional 4 Disabling 9 Unknown
Insurance Verification	Oversized Load	Towed Vehicle Type		
0 N/A 1 Operator 2 Owner	0 N/A 1 Not Permitted P Permitted	00 N/A 01 Boat Trailer 02 House Trailer 03 Farm Trailer 04 Horse Trailer 05 Another Vehicle 06 Utility Trailer 07 Home-made Trailer 08 Box Trailer 09 Stock Trailer 10 Camping Trailer 11 Comb 12 Other 99 Unkn		

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

(24) Unit Injured Witness Passenger Prop. Owner Pos in Veh. 13 Last Name MOSLEY First JANICE Middle ELIZABETH Suffix DOB(mm/dd/yyyy) 08131999 Sex F

(25) Address 1300 CROWN POINT AVE 1 City NORMAN State OK Zip 73072 Telephone (Use Area Code) 4058575755

(26) Injury Severity / Type 1 OP Use 0 Air Bag 1 Ejected 1 Extricated 1 Transported by To Medical Facility Property Type

(27) Unit Injured Witness Passenger Prop. Owner Pos in Veh. 00 Last Name CITY OF NORMAN First Middle Suffix DOB(mm/dd/yyyy) Sex

(28) Address 1301 DA VINCI ST City NORMAN State OK Zip 73069 Telephone (Use Area Code) 4053211600

(29) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type WALKING S

(30) Unit Injured Witness Passenger Prop. Owner Pos in Veh. Last Name First Middle Suffix DOB(mm/dd/yyyy) Sex

(31) Address City State Zip Telephone (Use Area Code)

(32) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type

(33) Unit Injured Witness Passenger Prop. Owner Pos in Veh. Last Name First Middle Suffix DOB(mm/dd/yyyy) Sex

(34) Address City State Zip Telephone (Use Area Code)

(35) Injury Severity / Type OP Use Air Bag Ejected Extricated Transported by To Medical Facility Property Type

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit Carrier Name Address

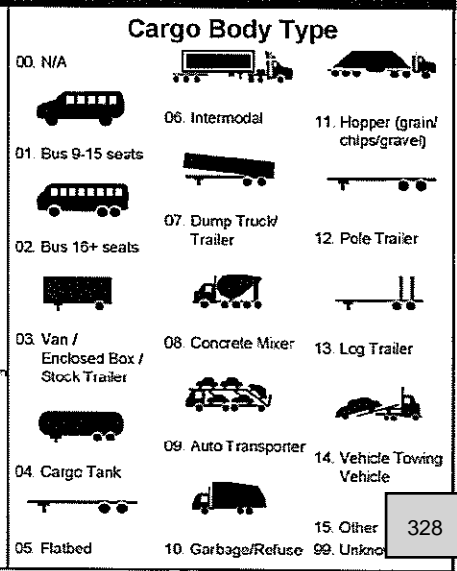
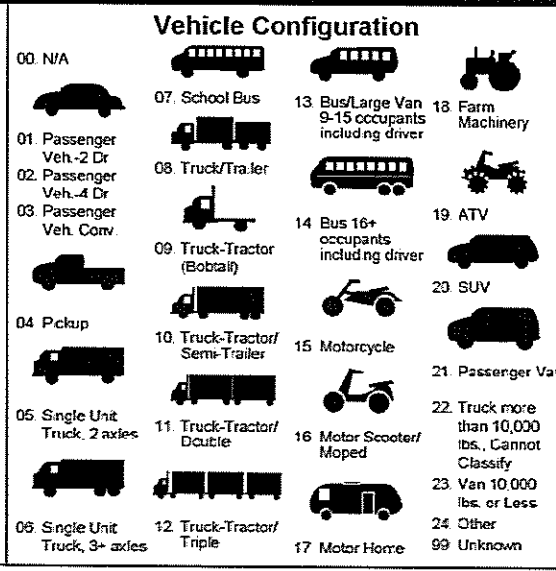
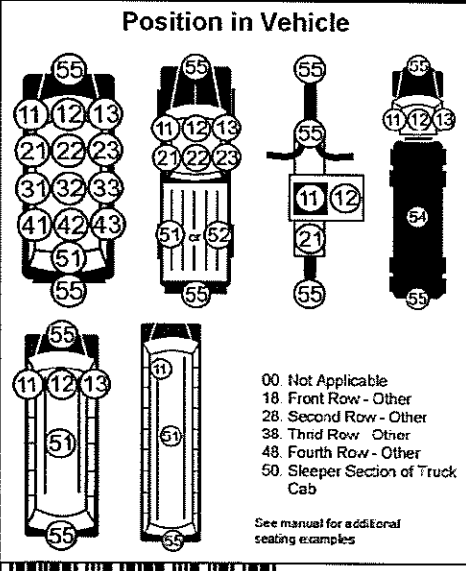
(37) City State Zip GVWR 0-10K lbs. 10,001-26K lbs. 26K+ lbs. Axle Qty. Cargo Body Vehicle Use Interstate Commerce Intrastate Commerce Other Non-Commercial Government

(38) U.S. DOT Number NASI Report Number OK Placard Number Haz. Mat. Class Haz. Mat. Involved Yes No Haz. Mat. Release Yes No

(39) Unit Carrier Name Address

(40) City State Zip GVWR 0-10K lbs. 10,001-26K lbs. 26K+ lbs. Axle Qty. Cargo Body Vehicle Use Interstate Commerce Intrastate Commerce Other Non-Commercial Government

(41) U.S. DOT Number NASI Report Number OK Placard Number Haz. Mat. Class Haz. Mat. Involved Yes No Haz. Mat. Release Yes No



OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 5 01 4

Table with columns: Unit, Total Lanes in Roadway, Legal Speed, Actions Prior to Collision, Location at Time of Collision, Safety Equip, Unit Number of Vehicle Striking. Includes data for Unit 01 and Unit 02.

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes [] No [X]

Table for Work Zone details: Type of Work Zone (Lane Closure, Lane Shift/Crossover, etc.) and Location of the Work Zone (Before the First Work Zone, etc.).

Light conditions: 1 Daylight, 2 Dark-Not Lighted, 3 Dark-Lighted, 4 Dawn, 5 Dusk, 6 Dark-Unknown, 7 Other, 9 Unknown.

What Vehicle Was Going to Do: 00 Not Applicable, 01 Go Ahead, 02 Turn Left, 03 Turn Right, 04 Make "U" Turn, 05 Stop, 06 Slow for Cause, 07 Start from Park/Stop, 08 Change Lanes, 09 Overtake, 10 Pass, 11 Back, 12 Remain Stopped, 13 Remain Parked, 14 Enter/Merge in Traffic, 15 Negotiate a Curve, 16 Park, 17 Other, 99 Unknown.

Underride/Override: 0 Not Applicable, 1 No Underride or Override, 2 Underride, Compartment Intrusion, 3 Underride, No Compartment Intrusion, 4 Underride, Compartment Intrusion Unknown, 5 Override, Motor Vehicle in Transport, 6 Override, Other Motor Vehicle, 9 Unknown.

Weather: 01 Clear, 02 Fog/Smog/Smoke, 03 Cloudy, 04 Rain, 05 Snow, 06 Sleet/Hail (Freezing Rain/Drizzle), 07 Severe Crosswind, 08 Blowing Snow, 09 Blowing Sand, Soil, Dirt, 10 Other, 99 Unknown.

What Vehicle Did: 00 Not Applicable, 01 Went Ahead, 02 Turned Left, 03 Turned Right, 04 Entered "U" Turn, 05 Stopped, 06 Slowed, 07 Started From Park/Stop, 08 Entered Other Lane, 09 Overtaking, 10 Passing, 11 Backed, 12 Remained Stopped, 13 Remained Parked, 14 Entered/Merged, 15 Departed Rdwy-Right, 16 Departed Rdwy-Left, 17 Swerved Right, 18 Swerved Left, 19 Parked, 20 Other, 99 Unknown.

Traffic Control: 00 No Control, 01 Stop Sign, 02 Traffic Signal, 03 Flashing Traffic Signal, 04 School Zone Signs, 05 Yield Sign, 06 Warning Sign, 07 Railroad Advance Warning Sign, 08 Railroad Cross Bucks, 09 Railroad Gates, 10 Railroad Signal, 11 No Passing Zone, 12 Person (including flagger, law enforcement, crossing guard, etc.), 13 Abnormal Control, 14 Other, 99 Unknown.

Locality: 1 Residential, 2 Business, 3 Industrial, 4 School, 5 Not Built-up, 6 Mixed Use, 7 Other, 9 Unknown.

Visibility Obscured by: 00 Not Applicable, 01 Trees, 02 Embankment, 03 Building, 04 Signs, 05 Parked Vehicles, 06 High Weeds, 07 Fences, 08 Shrubbery, 09 Ice, Snow or Frost on Windows, 10 Smoke, 11 Fog, 12 Dust, 13 Rain, 14 Sun, 15 Other, 99 Unknown.

Road Surface Conditions: 01 Dry, 02 Wet, 03 Ice/Frost, 04 Snow, 05 Mud, Dirt, Gravel, 06 Slush, 07 Water (standing, moving), 08 Sand, 09 Oil, 10 Other, 99 Unknown.

Type of Intersection: 0 Not an Intersection, 1 Y-Intersection, 2 T-Intersection, 3 Four-Way Intersection, 4 Five-Point or More Intersection as Part of Interchange, 5 Traffic Circle, 6 Roundabout, 9 Unknown.

Road Character: 1 Level, 2 Hillcrest, 3 Uphill, 4 Downhill, 5 Sag (bottom).

Road Alignment: 1 Straight, 2 Curve - Left, 3 Curve - Right.

Incident Type: 00 Not an Incident, 51 Private Property, 52 Deliberate Intent, 53 Medical Condition, 54 Legal Intervention, 55 Suicide, 57 Drowning, 58 Other.

Road Surface Type: 1 Concrete, 2 Asphalt, 3 Gravel, 4 Dirt, 5 Brick, 6 Other, 9 Unknown.

Road Character: 1 Level, 2 Hillcrest, 3 Uphill, 4 Downhill, 5 Sag (bottom).

Location of First Harmful Event: 01 On Roadway, 02 Shoulder, 03 Median, 04 Roadside, 05 Gore, 06 Separator, 07 Parking Lane/Zone, 08 Off Roadway, Location Unknown, 09 Outside Right-of-Way, 10 Other, 99 Unknown.

Driver Distracted by: 0 Not Applicable/None, 1 Electronic Communication Devices, 2 Other Electronic Device, 3 Other Inside Vehicle, 4 Other Outside Vehicle, 9 Unknown.

Road Character: 1 Level, 2 Hillcrest, 3 Uphill, 4 Downhill, 5 Sag (bottom).

Trafficway: 0 Not Applicable, 1 One Way, 2 Two-Way - Not Divided, 3 Two-Way - Divided, 4 Two-Way - Divided - Positive Median Barrier, 5 Turn Lane, 6 Ramp / Loop, 7 Driveway, 8 Alley / Parking Lot, 9 Unknown.

Unsafe / Unlawful Contributing Factors: 49 Tires, 50 Suspension, 51 Headlights, 52 Tail Lights, 53 Stop Lights, 54 Wheel, 55 Exhaust System, 56 Windshield Wipers, 57 Other Mechanical Defects, 58 In Meeting, 59 No Passing Zone (Unmarked), 60 Marked Zone, 61 Other, 62 In Marked Zone, 63 On Hill/Curve, 64 At Intersection, 65 Without Sufficient Clearance, 66 Other, 67 On Roadway, 68 Where Prohibited, 69 Other, 70 Distracted by Passenger in Vehicle, 71 Other Distraction Inside Vehicle, 72 Distraction From Outside Vehicle, 73 Other, 74 On One Way, 75 On Exit Ramp, 76 On Entrance Ramp, 77 Other, 78 Parked Position, 79 Other, 80 ALCOHOL-DUI/DWI, 81 DRUG-DUI, 82 Failed to Signal, 83 Disregarded Warning Signal, 84 Improper Use of Lane, 85 Improper Backing, 86 Apparently Sleepy, 87 Failed to Secure Load, 88 Other/Unknown, 89 Deer in Roadway, 90 Animal in Roadway, 91 Domestic Animal in Rdwy, 92 Avoiding Other Vehicle, 93 Avoiding Pedestrian, 94 Object/Debris in Roadway, 95 Defect in Roadway, 96 Abnormal Traffic Control, 97 Improper Bicyclist Action, 98 NO IMPROPER ACTION BY DRIVER, 99 PEDESTRIAN ACTION.

Vehicle Removal: 0 Not Applicable, 1 Towed Due to Vehicle Damage, 2 Towed For Reasons Other Than Damage, 3 Remained at Scene, 4 Driven from Scene, 9 Unknown.

Unsafe / Unlawful Contributing Factors: 12 Other, 13 Human Element, 14 Traffic Condition, 15 Weather Condition, 16 Driver's Ability (Aged), 17 Inexperienced Driver - Young, 18 Exceeding Legal Limit, 19 For Traffic Conditions, 20 For Type of Roadway (Gravel, Dirt, etc.), 21 For Ice or Snow on Roadway, 22 Rain or Wet Roadway, 23 Wind, 24 Other Weather Conditions, 25 Vehicle Condition, 26 View Obstruction, 27 On Curve/Turn, 28 Impeding Traffic, 29 Other, 30 From Wrong Lane, 31 From Direct Course, 32 Right, 33 Left, 34 Turn About/U-Turn, 35 To Enter Private Drive, 36 In Front of Oncoming Traffic, 37 Other, 38 CHANGED LANES UNSAFELY, 39 STOPPED IN TRAFFIC LANE, 40 For Stop Sign, 41 For Traffic Signal, 42 For School Bus, 43 For Railroad Gates/Signal, 44 For Officer/Flagman, 45 At Sidewalk/Stopline, 46 Other, 47 Brakes, 48 Steering.

Vehicle Condition: 00 Not Applicable, 01 Apparently Normal, 02 Brakes, 03 Headlights, 04 Steering, 05 Tail Lights, 06 Brake Lights, 07 Tires/Wheels, 08 Suspension, 09 Signal lights, 10 Windows, 11 Truck Coupling/Trailer Hitch/Safety Chains, 12 Mirrors, 13 Wipers, 14 Power Train.

Unsafe / Unlawful Contributing Factors: 12 Other, 13 Human Element, 14 Traffic Condition, 15 Weather Condition, 16 Driver's Ability (Aged), 17 Inexperienced Driver - Young, 18 Exceeding Legal Limit, 19 For Traffic Conditions, 20 For Type of Roadway (Gravel, Dirt, etc.), 21 For Ice or Snow on Roadway, 22 Rain or Wet Roadway, 23 Wind, 24 Other Weather Conditions, 25 Vehicle Condition, 26 View Obstruction, 27 On Curve/Turn, 28 Impeding Traffic, 29 Other, 30 From Wrong Lane, 31 From Direct Course, 32 Right, 33 Left, 34 Turn About/U-Turn, 35 To Enter Private Drive, 36 In Front of Oncoming Traffic, 37 Other, 38 CHANGED LANES UNSAFELY, 39 STOPPED IN TRAFFIC LANE, 40 For Stop Sign, 41 For Traffic Signal, 42 For School Bus, 43 For Railroad Gates/Signal, 44 For Officer/Flagman, 45 At Sidewalk/Stopline, 46 Other, 47 Brakes, 48 Steering.

Special Function of Vehicle: 00 Not Applicable, 01 School Bus, 02 Transit Bus, 03 Intercity Bus, 04 Charter Bus, 05 Other Bus, 06 Military, 07 OHP, 08 Other Police, 09 Other Law Enforcement, 10 Ambulance, 11 Fire Truck, 12 Public Owned Vehicle, 13 Highway Equipment, 14 Special Mobilized Machine, 15 Other.

Unsafe / Unlawful Contributing Factors: 12 Other, 13 Human Element, 14 Traffic Condition, 15 Weather Condition, 16 Driver's Ability (Aged), 17 Inexperienced Driver - Young, 18 Exceeding Legal Limit, 19 For Traffic Conditions, 20 For Type of Roadway (Gravel, Dirt, etc.), 21 For Ice or Snow on Roadway, 22 Rain or Wet Roadway, 23 Wind, 24 Other Weather Conditions, 25 Vehicle Condition, 26 View Obstruction, 27 On Curve/Turn, 28 Impeding Traffic, 29 Other, 30 From Wrong Lane, 31 From Direct Course, 32 Right, 33 Left, 34 Turn About/U-Turn, 35 To Enter Private Drive, 36 In Front of Oncoming Traffic, 37 Other, 38 CHANGED LANES UNSAFELY, 39 STOPPED IN TRAFFIC LANE, 40 For Stop Sign, 41 For Traffic Signal, 42 For School Bus, 43 For Railroad Gates/Signal, 44 For Officer/Flagman, 45 At Sidewalk/Stopline, 46 Other, 47 Brakes, 48 Steering.

Emergency Vehicle Responding to an Emergency: 0 N/A, 1 Yes, 2 No, 9 Unknown.

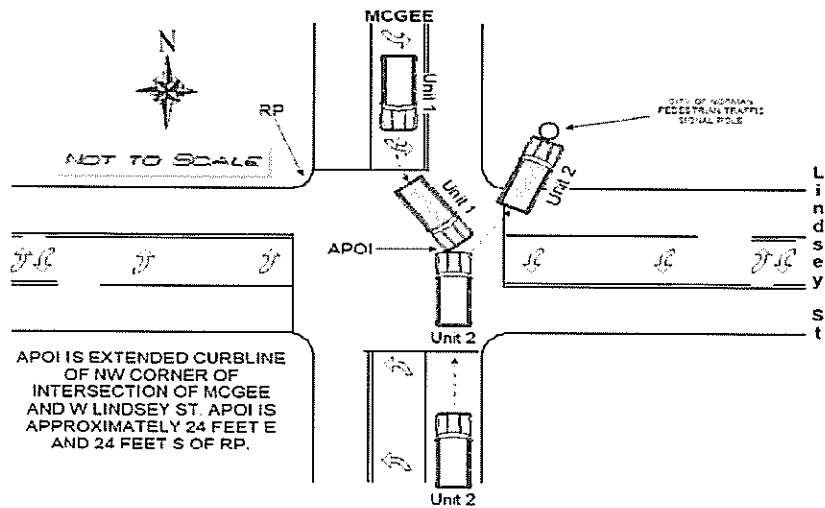
Point of First Contact on Vehicle and Most Damaged Area. Includes a diagram of a car with numbered points 1-12 and a table for damage assessment. Includes number 329.

Latitude

Longitude

Railroad Crossing Number

Roadway Orientation Unit Number 01 NE SW S



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
02	34	48	00	00	48	

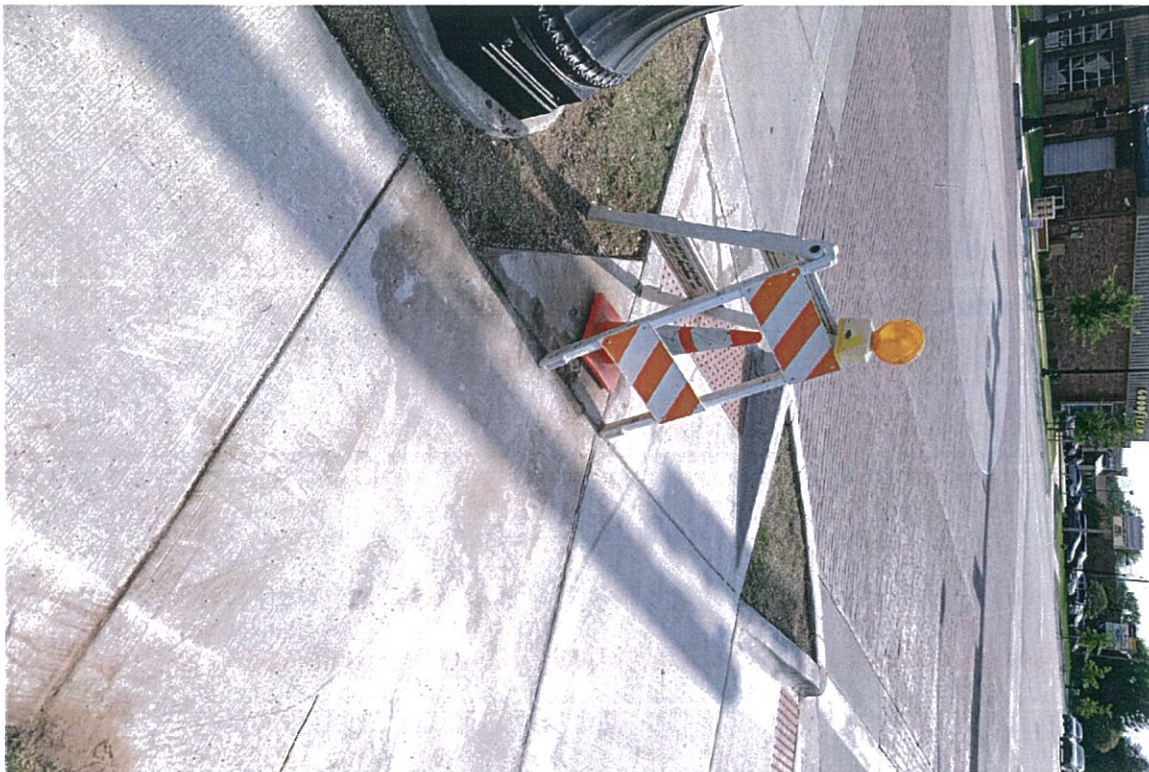
- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment Loss or Shift
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centerline
- 20 Downhill Runaway

- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:**
- 30 Pedestrian
- 31 Pedal Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor Vehicle
- 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

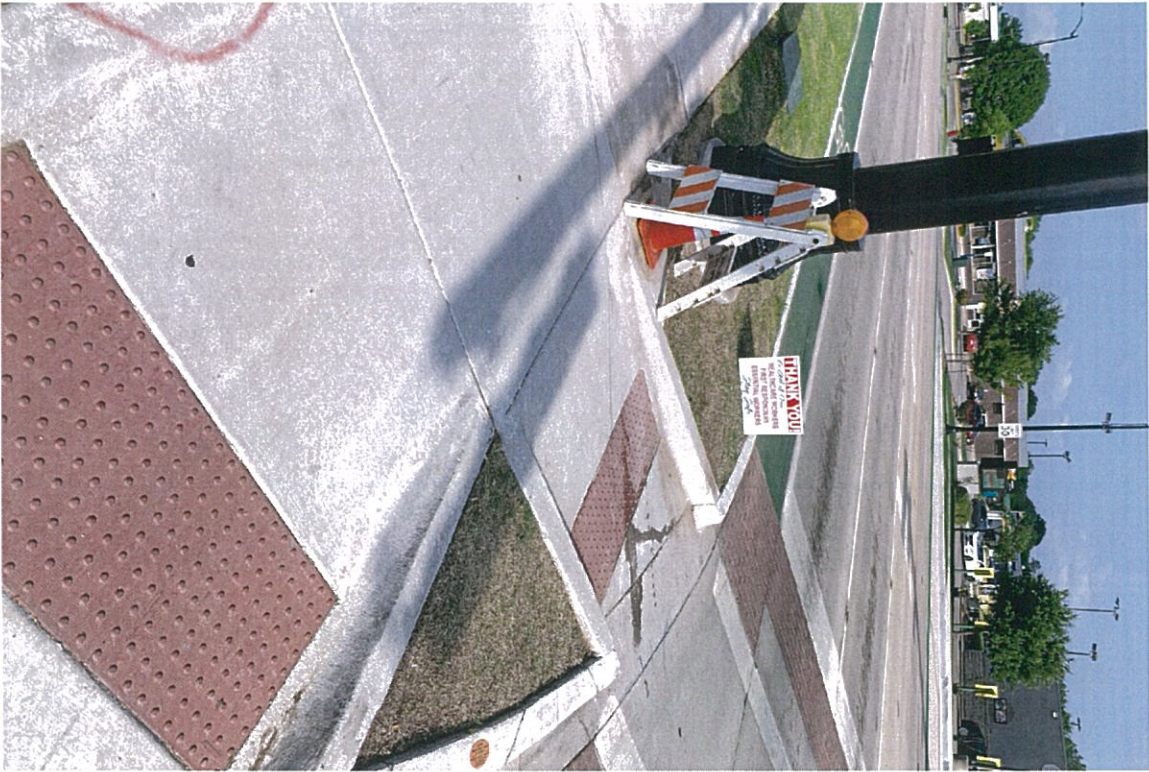
- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:**
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

Remarks

UNIT 1 WAS HEADING SB ON MCGEE NORTH OF THE INTERSECTION OF MCGEE AND W LINDSEY. UNIT 2 WAS HEADING NB ON MCGEE FROM SOUTH OF THE INTERSECTION. UNIT 2 OBSERVED A GREEN TRAFFIC SIGNAL AND PROCEEDED INTO THE INTERSECTION. UNIT 1 OBSERVED A FLASHING LEFT TURN SIGNAL AND ATTEMPTED TO NEGOTIATE A LEFT TURN ONTO W LINDSEY FROM MCGEE. DUE TO UNIT 1'S FAILURE TO YIELD TO UNIT 2, WHO WAS IN THE INTERSECTION AT THE TIME, UNIT 1 COLLIDED WITH UNIT 2 IN THE INTERSECTION. FOLLOWING THE COLLISION, UNIT 2 VEERED OFF TO THE RIGHT AND COLLIDED WITH A CITY OF NORMAN PEDESTRIAN SIGNAL POLE. UNIT 1 WAS LATER FOUND TO HAVE NO INSURANCE AND A SUSPENDED DRIVER'S LICENSE.







City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Kalehomy

DATE: 5/3/20 TIME: Began 1530 Ended 1830 Vehicle/Unit # 643

JUSTIFICATION: NPD reported
Collision # 2020-00028734

RESULT OF AN ACCIDENT

COPY

LOCATIONS:
(1) Lindsey & McGee
(2) _____
(3) _____

WORK PERFORMED:
(1) Red pole on NE corner knocked down in accident
cleaned & removed all debris capped all necessary wires
(2) checked operation for all peds - OK / Missing ped is recalling
(3) _____

TOTAL TIME: 3 Hr./s

COMPENSATION: OVERTIME PAY _____ Hr./s COMPENSATION TIME 3 Hr./s

SIGNATURE of Employee: [Signature] DATE: 5/3/20

SIGNATURE of Supervisor: [Signature] DATE: 5/14/20

SIGNATURE of Traffic Engineer: [Signature] DATE: 5/4/20

COPY

CITY OF NORMAN
TRAFFIC CONTROL DIVISION
SIGNAL TECHNICIAN TROUBLE SHOOTING LOG

Beginning mileage 60032
Ending mileage 60055

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION & DESCRIPTION OF MALFUNCTION / CORRECTIVE ACTION	TIME BACK IN SERVICE	VEHICLE NUMBER
5/5/20		0800	Shop - morning meeting with Brian + crew. Loaded ped pole on trailer and wired.	0840	
D.B. 8 hrs.		0848	Traverteh / I-35 - met with OGD + BHI on street lighting at Deer Argo.	1020	624
B.H. hrs.		1045	McGraw Lindsey - installed ped head & ped button and wired up - CCU unit in cabinet has no power to channel 8 - replaced		
K.L. hrs.			CCU unit and I recommended Polara ped button on NE corner for SB. Checked all buttons - ok.	1216	624
B.R. hrs.		1300	Shop - worked on Polara configurator units checked various Vision camera locations, cleaned up 624 and wired.	1630	
Z.V. hrs.					
TOTAL CALLS					

Item 20.

COPY

CITY OF NORMAN
TRAFFIC CONTROL DIVISION
SIGNAL TECHNICIAN TROUBLE SHOOTING LOG

Beginning mileage 33936
Ending mileage 33976

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION & DESCRIPTION OF MALFUNCTION / CORRECTIVE ACTION	TIME BACK IN SERVICE	VEHICLE NUMBER
5-5-20		0800 0818	Shop - Morning Meeting w/ Brian & Steve Porter & Robinson - NE Luminaire out / replaced bulb - OK	0805 0840	627
D.B.		0901	Boyd & Asp - NW Luminaire out / replaced fuse - OK	0930	
hrs.		0945	Lindsey & Algee - Installed, Red Indication, Cam shell, Ped button, pulled new wire / checked operation OK	1220	
B.H.		1350	12th & Lindsey - NBLT Red arrow ball out / replaced - OK	1410	
hrs.		1420	James Radar signs - Disabled Timers for North & South - OK	1454	
K.L.		1458	Gray Radar signs - Disabled Timers for East & West - OK	1570	
hrs.		572	Lindsey & Jenkins - Took photo of damaged door switch "	1725	
B.R.		541	Mt. Williams - "	1550	
hrs.		1625	Shop - Finished paper work	1630	
Z.V.					
hrs.					
TOTAL CALLS					

COPY

CITY OF NORMAN
TRAFFIC CONTROL DIVISION
SIGNAL TECHNICIAN TROUBLE SHOOTING LOG

Beginning mileage 72422
Ending mileage 72459

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION & DESCRIPTION OF MALFUNCTION / CORRECTIVE ACTION	TIME BACK IN SERVICE	VEHICLE NUMBER
5.5.20		0800	Shop / met with Brian + crew headed pole rd meet + winsey unloaded NEO lights	0844	
D.B.		0859	checked school flashers on list / for proper operation	0914	2626
hrs.		0925	shop / picked up material for meet + winsey	0935	"
B.H.		0945	meet winsey / installed push button + ped head wired up + checked operations ok	1216	"
hrs.		1306	mcgee + winsey / ran ground wire to ped pole on N.E. corner + grounded pole	1342	"
K.L.		1346	winsey + 24th sw / installed locks on bleaker axes	1354	"
hrs.		1358	winsey w.o.f enable / " " " "	1405	"
B.R.		1410	checked school flashers on list / for proper operations	1551	"
8 hrs.		1600	shop / fueled unit 0626 completed paper work	1630	
Z.V.					
hrs.					
TOTAL CALLS					
0					

Item 20.

Brian McNabb

From: Len Scantling <len@midstatetraffic.com>
Sent: Monday, May 4, 2020 8:34 AM
To: Brian McNabb
Subject: EXTERNAL EMAIL : Quote

Reinstall Ped pole at the intersection of Lindsey & McGee - \$1,500.00

Len Scantling
Executive Vice President
Midstate Traffic Control, Inc.
12501 N Santa Fe Avenue
Oklahoma City, OK 73114
Phone: 405/751-6227
Fax: 405/751-8338



**TRAFFIC &
LIGHTING
SYSTEMS, LLC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To: City of Norman	Contact: Brian McNabb
Address: P.O. Box 370 Norman, OK 73070	Phone:
	Fax:
Project Name: Norman, Lindsay & McGee, Ped Pole Knockdown	Bid Number:
Project Location: W Lindsey St & McGee Dr, Norman, OK	Bid Date: 5/4/2020

Please accept our quotation for the following items of work:

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01001	MOBILIZATION	1.00	LS	\$600.00	\$600.00
01002	3/4" X 8 1/2" SS WEDGE ANCHOR	4.00	EACH	\$400.00	\$1,600.00
01003	10' MTG.HT.TS PED.POLE (INSTALL ONLY)	1.00	EACH	\$300.00	\$300.00
Total Bid Price:					\$2,500.00

Notes:

- This quote includes all equipment, labor and materials to drill and place (4) stainless steel wedge anchors in order to re-install the pedestal pole on the NE corner of this intersection.
- This work can be scheduled for the week of 5/4/20.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: TLS</p> <p>Authorized Signature: _____</p> <p>Estimator: Walter Floyd (405) 524-1341 estimating@tlsokc.com</p>
---	--

Brian McNabb

From: Robert - Traffic Signals, Inc. <tsirbm@aol.com>
Sent: Thursday, December 27, 2018 8:05 AM
To: Brian McNabb
Subject: Re: Ped Bases and Ped Heads

Good Morning! See Below. Let me know if you need anything.

Have a Great Day!

Thank You,
 Robert Meadors



Traffic Signals, Inc.
 Edmond, Oklahoma
 Office - (405) 341-3101
 tsirbm@aol.com

-----Original Message-----

From: Brian McNabb <Brian.McNabb@NormanOK.gov>
 To: 'Robert - Traffic Signals, Inc.' <tsirbm@aol.com>
 Sent: Wed, Dec 26, 2018 11:03 am
 Subject: Ped Bases and Ped Heads

Good morning, Robert.

When you have a chance, could you please provide me a cost for the purchase and delivery for the following;

4 each Pelco square base assembly, P/N PB-5335-NL-3S-GL-PNC	\$145.00
Each	
4 each pedestrian signal head with mounting bracket, all black (do not need ped indications)	\$132.00
Each (empty)	

Thank you

Brian McNabb

Brian McNabb

From: Robert - Traffic Signals, Inc. <tsirbm@aol.com>
Sent: Friday, August 31, 2018 9:01 AM
To: Brian McNabb
Subject: Re: Ped indications

\$133.00 Each

Thank You,
Robert



Edmond, Oklahoma
Office - (405) 341-3101
Fax - (405) 348-7489
tsirbm@aol.com

-----Original Message-----

From: Brian McNabb <Brian.McNabb@NormanOK.gov>
To: 'Robert - Traffic Signals, Inc.' <tsirbm@aol.com>
Sent: Fri, Aug 31, 2018 8:53 am
Subject: Ped indications

Good morning.

When you have a chance, could you provide me a cost for the purchase and delivery of 24 pedestrian countdown modules. Thank you

Brian McNabb

Traffic Signal Supervisor
City of Norman
Public Works | Traffic Control Division
1311 Da Vinci St.
Norman, OK. 73069
405-307-7239 (Direct)
405-213-5333 (Mobile)
405-329-0528 (Office)

5/5/2020
1:16 PM

Item 20.

Name **Brian McNabb**
Agency **City of Norman**
Address **1311 Da Vinci St.**
City State Zip **Norman, OK 73069**
Phone Number(s) **405-307-7239**
Email Address brian.mcnabb@normanok.gov



Dub-5-5-20
5/5/2020
1:14:34 PM
Dub Janczys
479-270-0540
dub.janczys@ctc-traffic.com

Please Reference our Quote Number on your PO, thanks. **121**

CTC Part Number	Description	Qty	Unit Price	Total Price
87-CCU2EN	CCU (Add Hardware Kit if needed)	1	\$ 2,285.00	\$ 2,285.00
			Total Before Tax	\$ 2,285.00
			Sales Tax (if applicable) 0.00%	\$ -
			Shipping	
			Grand Total	\$ 2,285.00

Notes

Brian McNabb

From: Robert - Traffic Signals, Inc. <tsirbm@aol.com>
Sent: Tuesday, September 18, 2018 7:10 AM
To: Brian McNabb
Subject: Re: 2 Conductor and 5 Conductor Signal Cable

See below, usually takes a week or so to get.

Thank You,
 Robert



Edmond, Oklahoma
 Office - (405) 341-3101
 Fax - (405) 348-7489
tsirbm@aol.com

-----Original Message-----

From: Brian McNabb <Brian.McNabb@NormanOK.gov>
 To: 'Robert - Traffic Signals, Inc.' <tsirbm@aol.com>
 Sent: Fri, Sep 14, 2018 4:08 pm
 Subject: 2 Conductor and 5 Conductor Signal Cable

Good afternoon, Robert.

At your convenience, can you please provide me a quote for the purchase and delivery for the following wire. Thank you

2,000 feet of IMSA 50-2, 14AWG, 2 Conductor Shielded Loop Lead-In Cable	.30 LF	\$ 600.00
5,000 feet (2,500 foot spool x 2), IMSA 20-1, 14AWG, 5 Conductor Solid Wire	.50 LF	\$2,500.00

Brian McNabb


Traffic Signal Supervisor
 City of Norman
 Public Works | Traffic Control Division
 1311 Da Vinci St.
 Norman, OK. 73069
 405-307-7239 (Direct)
 405-213-5333 (Mobile)



office memorandum

DATE: September 12, 2024

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech 

SUBJECT: City of Norman Debt Recovery – Marissa McGehee
Incident Report: 20-28734

On May 3, 2020, damage totaling \$5,783.25 was sustained to a pedestrian traffic pole at the intersection of Lindsey Street and McGee Drive. The driver and responsible party was identified as Marissa McGehee however she had no insurance coverage in place at the time of the incident.

Attached is a \$300 cash payment for a resulting balance of \$703.25 (*see attached payment record*). A copy of the receipt is attached and the payment was submitted to the City Revenue Department.

Please advise if you need additional information regarding this incident.

Attachments

cc: Scott Sturtz, Interim Director of Public Works
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Treasury Support Supervisor
Ryan J. Riddel, Assistant City Attorney

**LEGAL DEPARTMENT
COLLECTIONS CASE - MOU**

PD Report	Incident Date	Item Damaged	Name	First Payment Due Date	Monthly Amt Due	Original Debt
20-28734	5/3/2020	Pedestrian Pedestal Pole	Marissa McGehee	10/15/2021	\$ 100.00	\$ 5,783.25

Pymt Due Date	Date of Payment	Paid	Balance
3/15/2021	3/15/2021	\$ 200.00	\$ 5,583.25
4/15/2021	4/14/2021	\$ 200.00	\$ 5,383.25
5/15/2021	4/14/2021	\$ 200.00	\$ 5,183.25
6/15/2021	6/15/2021	\$ 200.00	\$ 4,983.25
7/15/2021	6/15/2021	\$ 200.00	\$ 4,783.25
8/15/2021	6/15/2021	\$ 200.00	\$ 4,583.25
9/15/2021	9/20/2021	\$ 200.00	\$ 4,383.25
10/15/2021		\$ -	\$ 4,383.25
11/15/2021	11/23/2021	\$ 200.00	\$ 4,183.25
12/15/2021	12/16/2021	\$ 100.00	\$ 4,083.25
1/15/2022		\$ -	\$ 4,083.25
2/15/2022	2/16/2022	\$ 200.00	\$ 3,883.25
3/15/2022	3/17/2022	\$ 100.00	\$ 3,783.25
4/15/2022	4/19/2022	\$ 80.00	\$ 3,703.25
5/15/2022	5/23/2022	\$ 100.00	\$ 3,603.25
6/15/2022	6/17/2022	\$ 200.00	\$ 3,403.25
10/15/2022	10/18/2022	\$ 500.00	\$ 2,903.25
1/15/2023	1/19/2023	\$ 500.00	\$ 2,403.25
6/15/2023	6/2/2023	\$ 300.00	\$ 2,103.25
9/15/2023	9/11/2023	\$ 200.00	\$ 1,903.25
10/15/2023	10/12/2023	\$ 100.00	\$ 1,803.25
1/15/2024	1/29/2024	\$ 400.00	\$ 1,403.25
**4/1/2024	4/1/2024	\$ 200.00	\$ 1,203.25
5/7/2024	5/7/2024	\$ 200.00	\$ 1,003.25
9/12/2024	9/12/2024	\$ 300.00	\$ 703.25
		<u>\$ 5,080.00</u>	<u>\$ 703.25</u>

** misquoted total on payment receipt


 Sarah Encinias, Legal Admin Tech

9/12/2024
 Date

Notes:
 Payment plan for \$200 per month effective March 2021
 Payment plan for \$100 per month effective October 2021



OFFICE OF THE
CITY ATTORNEY

RECEIPT

No. 1020

DATE: 9/12/24

RECEIVED FROM: Marissa McGhee

FOR: Redaction fee damage on 5/3/20

CLERK: Leah Orsini

<input checked="" type="radio"/> Cash	<input type="radio"/> Check	<input type="radio"/> Money Order
THIS PAYMENT	\$	300.00
Balance	\$	703.25



DATE: August 8, 2024
 TO: Jeanne Snider, Assistant City Attorney II
 FROM: Brian McNabb, Traffic Signal Supervisor *BM*
 SUBJECT: Damage Cost Report – 311 West Boyd Street

Item 20.

Office memorandum

On March 27, 2024, a street light pole located at 311 West Boyd Street, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2024-00021179. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 – ea light pole	@	\$ 999.00	\$ 999.00
1 – ea light pole base	@	\$ 300.00	\$ 300.00
1 – ea delivery charge for light pole	@	\$ 100.00	\$ 100.00
1 – ea light fixture	@	\$ 1,017.00	\$ 1,017.00
1 – ea post top tenon reducer	@	\$ 175.00	\$ 175.00
Total Replacement Cost			\$ 2,591.00

Labor Cost Breakdown

R. Anderson	2.50 hr/s reg.	@	\$ 24.05	\$ 60.12
B. Harrison	2.50 hr/s reg.	@	\$ 24.05	\$ 60.12
D. Womack	2.50 hr/s reg.	@	\$ 24.05	\$ 60.12
D. Womack	2.00 hr/s OT	@	\$ 24.05	\$ 72.15

(A) Subtotal \$ 252.51

Supervision/Miscellaneous Time Cost

K. Coffin	1.00 hr/s reg.	@	\$ 23.74	\$ 23.74
A. Frezgi	1.00 hr/s reg.	@	\$ 51.08	\$ 51.08
B. McNabb	1.00 hr/s reg.	@	\$ 48.68	\$ 48.68

(B) Subtotal \$ 123.50

Total Labor Costs (A) + (B) \$ 376.01

Equipment Time Cost Breakdown

Unit 626	1.25 hr/s	@	\$ 15.00	\$ 18.75
Unit 627	2.75 hr/s	@	\$ 20.00	\$ 55.00
Unit 630	1.25 hr/s	@	\$ 15.00	\$ 18.75

Total Equipment Time Costs \$ 92.50

TOTAL CHARGES \$ 3,059.51

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc: Scott Sturtz, Interim Director of Public Works
 David Riesland, Transportation Engineer
 Awet Frezgi, Traffic Engineer
 Barbara Andros, Revenue Collection Supervisor

311 West Boyd Street

Case # 2024-00021179

Prepared April 1, 2024

Brian McNabb

03-27-2024: Notified by NPD that a street light pole was damaged in a vehicle accident. Took photos of damage, secured exposed electrical wiring and brought assembly back for repairs.

D. Womack 2.00 hours / OT

Unit 627 1.50 hours

03-27-24: Built up replacement assembly and reinstalled.

R. Anderson 2.50 hours / reg

B. Harrison 2.50 hours / reg

D. Womack 2.50 hours / reg

Unit 626 1.25 hours

Unit 627 1.25 hours

Unit 630 1.25 hours

04-01-2024: Obtained parts quotes, ordered material and prepared damage cost report.

Brian McNabb 1.00 hours / regular

Equipment Costs:

1 each light pole \$ 999.00

1 each light pole base \$ 300.00

1 each delivery charge for light pole and base \$ 100.00

1 each light fixture \$ 1,017.00

1 each post top tenon reducer \$ 175.00

Total \$ 2,591.00

DO NOT WRITE IN THIS SPACE

Incident Report

Investigation Completed	<input checked="" type="checkbox"/>	Revised	<input type="checkbox"/>
Investigation Made at Scene	<input checked="" type="checkbox"/>	Fatality	<input type="checkbox"/>
Photographs	<input checked="" type="checkbox"/>	Hit and Run	<input checked="" type="checkbox"/>

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT		Case Number (Agency Use) 2024-00021179		Motor Vehicles Involved 02	Number Injured 00	Number Killed 00
(2) Date of Collision (mm/dd/yyyy) 03272024		Time 0153	County Number and Name 14 CLEVELAND		Nearest City or Town Number and Name NORMAN	
(3) Distance from Nearest City or Town Limits Mi. <input type="checkbox"/> Ft. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		Control #	Int ID	Location	East Grid	North Grid
(4) Street, Road or Highway W BOYD ST		Distance from	(Nearest) Intersecting Street, Road or Highway 80 of BUCHANAN AVE			
(5) Unit 01	Occupants 01	Type D	Last Name TRAN		First JADIN	Middle LUUTINH
(6) Address 1500 E SEMINOLE AVE		City MCALESTER	State OK	Zip 74501	Telephone (Use Area Code) 9 (9)-	
(7) Driver License Number N084256849		State OK	Class Endorsement(s) D	Restriction(s)	Inj. Sev. 2	Type of Injury 0
(8) Ejected <input type="checkbox"/> Extricated <input type="checkbox"/> Test <input type="checkbox"/> (% BAC) <input type="checkbox"/>		Transported by		To Medical Facility	License Plate Number JQN333	State OK
(9) VIN JTHCA1D27M5115696		Vehicle Year 2021	Color WHI	2nd Color 0	Make LEX	Model IS30
(10) Insurance Company Name PROGRESSIVE		Policy Number 943223745		Insurance Telephone (Use Area Code) (888) 671-4405		
(11) Vehicle Removed by LAMB TOWING		Owner's Last Name		First	Middle	Suffix
(12) Owner's Address		City	State	Zip	Towed Veh. Type	
(13) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number	Oversized Load <input type="checkbox"/> Rollover <input type="checkbox"/> Burned <input type="checkbox"/> Phone present <input type="checkbox"/> Phone in use <input type="checkbox"/>	
(14) Unit 02	Occupants 00	Type C	Last Name CAILIDE		First CHRISTOPHER	Middle GABRIEL
(15) Address 2810 GENEVA DR		City GARLAND	State TX	Zip 75040	Telephone (Use Area Code) 2146829992	
(16) Driver License Number 11809110		State TX	Class Endorsement(s) C	Restriction(s)	Inj. Sev. 1	Type of Injury 0
(17) Ejected <input type="checkbox"/> Extricated <input type="checkbox"/> Test <input type="checkbox"/> (% BAC) <input type="checkbox"/>		Transported by		To Medical Facility	License Plate Number FCD0888	State TX
(18) VIN JHMEJ6675WS007287		Vehicle Year 98	Color GRY	2nd Color 0	Make HND	Model CV
(19) Insurance Company Name ELEPHANT		Policy Number 24400292695		Insurance Telephone (Use Area Code) (877) 218-7865		
(20) Vehicle Removed by LAMB TOWING		Owner's Last Name		First	Middle	Suffix
(21) Owner's Address		City	State	Zip	Towed Veh. Type	
(22) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number	Oversized Load <input type="checkbox"/> Rollover <input type="checkbox"/> Burned <input type="checkbox"/> Phone present <input type="checkbox"/> Phone in use <input type="checkbox"/>	
(23) Investigating Officer Vu		Badge Number 150141	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.)	Reviewer Badge Number 3272024

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful



OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 of 4

Case Number 2024-00021179

Table with columns: Unit, Total Lanes in Roadway, Legal Speed, Actions Prior to Collision, Location at Time of Collision, Safety Equip, Unit Number of Vehicle Striking. Includes rows for Unit 1 and Unit 2.

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes [] No [X]

Table for Work Zone details: Type of Work Zone (Lane Closure, Lane Shift/Crossover, etc.) and Location of the Work Zone (Before the First Work Zone Warning Sign, etc.).

Light section: 1 Daylight, 2 Dark-Not Lighted, 3 Dark-Lighted, 4 Dawn, 5 Dusk, 6 Dark-Unknown Lighting, 7 Other, 9 Unknown. Value: 3

Underride/Override section: 0 Not Applicable, 1 No Underride or Override, 2 Underride, Compartment Intrusion, 3 Underride, No Compartment Intrusion, 4 Underride, Compartment Intrusion Unknown, 5 Override, Motor Vehicle in Transport, 6 Override, Other Motor Vehicle, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Weather section: 01 Clear, 02 Fog/Smog/Smoke, 03 Cloudy, 04 Rain, 05 Snow, 06 Sleet/Hail (Freezing Rain/Drizzle), 07 Severe Crosswind, 08 Blowing Snow, 09 Blowing Sand, Soil, Dirt, 10 Other, 99 Unknown. Value: 01

What Vehicle Was Going to Do section: 00 Not Applicable, 01 Go Ahead, 02 Turn Left, 03 Turn Right, 04 Make "U" Turn, 05 Stop, 06 Slow for Cause, 07 Start from Park/Stop, 08 Change Lanes, 09 Overtake, 10 Pass, 11 Back, 12 Remain Stopped, 13 Remain Parked, 14 Enter/Merge in Traffic, 15 Negotiate a Curve, 16 Park, 17 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Traffic Control section: 00 No Control, 01 Stop Sign, 02 Traffic Signal, 03 Flashing Traffic Signal, 04 School Zone Signs, 05 Yield Sign, 06 Warning Sign, 07 Railroad Advance Warning Sign, 08 Railroad Cross Bucks, 09 Railroad Gates, 10 Railroad Signal, 11 No Passing Zone, 12 Person (including flagger, law enforcement, crossing guard, etc.), 13 Abnormal Control, 14 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Locality section: 1 Residential, 2 Business, 3 Industrial, 4 School, 5 Not Built-up, 6 Mixed Use, 7 Other, 9 Unknown. Value: 2

What Vehicle Did section: 00 Not Applicable, 01 Went Ahead, 02 Turned Left, 03 Turned Right, 04 Entered "U" Turn, 05 Stopped, 06 Slowed, 07 Started From Park/Stop, 08 Entered Other Lane, 09 Overtaking, 10 Passing, 11 Backed, 12 Remained Stopped, 13 Remained Parked, 14 Entered/Merged, 15 Departed Rdwy-Right, 16 Departed Rdwy-Left, 17 Swerved Right, 18 Swerved Left, 19 Parked, 20 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Road Surface Conditions section: 01 Dry, 02 Wet, 03 Ice/Frost, 04 Snow, 05 Mud, Dirt, Gravel, 06 Slush, 07 Water (standing, moving), 08 Sand, 09 Oil, 10 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Type of Intersection section: 0 Not an Intersection, 2 Y-Intersection, 3 T-Intersection, 4 Four-Way Intersection, 5 Five-Point or More Intersection as Part of Interchange, 7 Traffic Circle, 8 Roundabout, 9 Unknown. Value: 0

Visibility Obscured by section: 00 Not Applicable, 01 Trees, 02 Embankment, 03 Building, 04 Signs, 05 Parked Vehicles, 06 High Weeds, 07 Fences, 08 Shrubbery, 09 Ice, Snow or Frost on Windows, 10 Smoke, 11 Fog, 12 Dust, 13 Rain, 14 Sun, 15 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Road Character section: 1 Level, 2 Hillcrest, 3 Uphill, 4 Downhill, 5 Sag (bottom). Includes Unit 1 and Unit 2 columns.

Incident Type section: 00 Not an Incident, 51 Private Property, 52 Deliberate Intent, 53 Medical Condition, 54 Legal Intervention, 55 Suicide, 57 Drowning, 58 Other. Value: 00

Road Alignment section: 1 Straight, 2 Curve - Left, 3 Curve - Right. Includes Unit 1 and Unit 2 columns.

Road Surface Type section: 1 Concrete, 2 Asphalt, 3 Gravel, 4 Dirt, 5 Brick, 6 Other, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Location of First Harmful Event section: 01 On Roadway, 02 Shoulder, 03 Median, 04 Roadside, 05 Gore, 06 Separator, 07 Parking Lane/Zone, 08 Off Roadway, Location Unknown, 09 Outside Right-of-Way, 10 Other, 99 Unknown. Value: 04

Driver Distracted by section: 0 Not Applicable/None, 1 Electronic Communication Devices, 2 Other Electronic Device, 3 Other Inside Vehicle, 4 Other Outside Vehicle, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Emergency Vehicle Responding to an Emergency section: 0 N/A, 1 Yes, 2 No, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Workers Present Yes [] No [] Unknown []

Trafficway section: 0 Not Applicable, 1 One Way, 2 Two-Way - Not Divided, 3 Two-Way - Divided, 4 Two-Way - Divided - Positive Median Barrier, 5 Turn Lane, 6 Ramp / Loop, 7 Driveway, 8 Alley / Parking Lot, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Unsafe / Unlawful Contributing Factors section: 01 From Stop Sign, 02 From Yield Sign, 03 Private Drive, 04 County Road at Through Highway, 05 From Signal Light, 06 From Alley, 07 To Pedestrian, 08 To Vehicle on Right Intersection, 09 To Vehicle in Intersection, 10 To Emergency Vehicles, 12 Other, 49 Tires, 50 Suspension, 51 Headlights, 52 Tail Lights, 53 Stop Lights, 54 Wheel, 55 Exhaust System, 56 Windshield Wipers, 57 Other Mechanical Defects, 58 In Meeting, 59 No Passing Zone (Unmarked), 60 Marked Zone, 61 Other, 62 In Marked Zone, 63 On Hill/Curve, 64 At Intersection, 65 Without Sufficient Clearance, 66 Other, 67 On Roadway, 68 Where Prohibited, 69 Other, 70 Distracted by Passenger in Vehicle, 71 Other Distraction Inside Vehicle, 72 Distraction From Outside Vehicle, 73 Other, 74 On One Way, 75 On Exit Ramp, 76 On Entrance Ramp, 77 Other, 78 Parked Position, 79 Other, 80 ALCOHOL-DUI/DWI, 81 DRUG-DUI, 82 Failed to Signal, 83 Disregarded Warning Signal, 84 Improper Use of Lane, 85 Improper Backing, 86 Apparently Sleepy, 87 Failed to Secure Load, 88 Other/Unknown, 89 Animal in Roadway, 90 Animal in Roadway, 91 Domestic Animal in Rdwy, 92 Avoiding Other Vehicle, 93 Avoiding Pedestrian, 94 Object/Debris in Roadway, 95 Defect in Roadway, 96 Abnormal Traffic Control, 97 Improper Bicyclist Action, 98 NO IMPROPER ACTION BY DRIVER, 99 PEDESTRIAN ACTION.

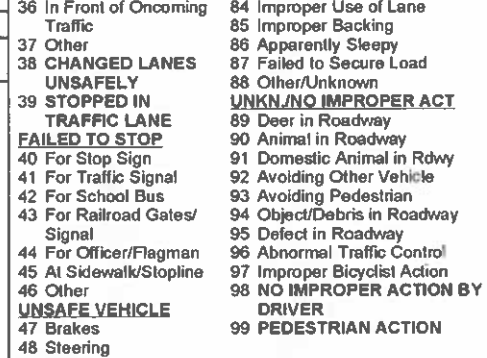
Vehicle Removal section: 0 Not Applicable, 1 Towed Due to Vehicle Damage, 2 Towed For Reasons Other Than Damage, 3 Remained at Scene, 4 Driven from Scene, 9 Unknown. Includes Unit 1 and Unit 2 columns.

Vehicle Condition section: 00 Not Applicable, 01 Apparently Normal, 02 Brakes, 03 Headlights, 04 Steering, 05 Tail Lights, 06 Brake Lights, 07 Tires/Wheels, 08 Suspension, 09 Signal lights, 10 Windows, 11 Truck Coupling/Trailer Hitch/Safety Chains, 12 Mirrors, 13 Wipers, 14 Power Train, 15 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Special Function of Vehicle section: 00 Not Applicable, 01 School Bus, 02 Transit Bus, 03 Intercity Bus, 04 Charter Bus, 05 Other Bus, 06 Military, 07 CHP, 08 Other Police, 09 Other Law Enforcement, 10 Ambulance, 11 Fire Truck, 12 Public Owned Vehicle, 13 Highway Equipment, 14 Special Mobilized Machine, 15 Other, 99 Unknown. Includes Unit 1 and Unit 2 columns.

Point of First Contact on Vehicle section: 12, 06, 12, 06. Includes Unit 1 and Unit 2 columns.

Most Damaged Area section: 00 Not Applicable, 13 Top, 14 Undercarriage, 99 Unknown. Includes Unit 1 and Unit 2 columns.



Case Number **2024-00021179**

Latitude Longitude

Railroad Crossing Number

Roadway Orientation

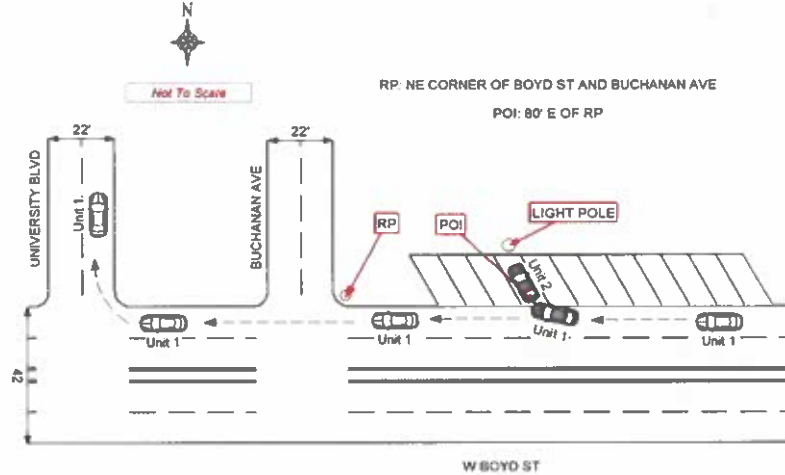
Pg **4** of **4**

Unit Number **01**

NE **W**
SW

Unit Number **02**

NE **0**
SW



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	35	00	00	34	35
02	35	00	00	00	35	

- | | | |
|--|---|-------------------------------------|
| 00 Not Applicable | 21 Fell/Jumped From Motor Vehicle | 56 Pavement Drop-Off |
| 10 Overtum/Rollover | 22 Thrown Or Falling Object | 57 Ditch |
| 11 Fire/Explosion | 23 Other Non-Collision | 58 Embankment |
| 12 Immersion | PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT: | 59 Tree (Standing) |
| 13 Jackknife | FIXED OBJECT: | 60 Dividing Strip |
| 14 Cargo/Equipment Loss or Shift | 30 Pedestrian | 61 Retaining Wall |
| 15 Equipment Failure (Blown Tire, Brake Failure, etc.) | 31 Pedal Cycle | 62 Bridge Abutment |
| 16 Separation of Units | 32 Railway Vehicle (train, engine) | 63 Bridge Pier or Support |
| 17 Departed Road Right | 33 Animal | 64 Bridge Rail |
| 18 Departed Road Left | 34 Motor Vehicle in Transport | 65 Bridge Post |
| 19 Cross Median/Centerline | 35 Parked Motor Vehicle | 66 Bridge Curb |
| 20 Downhill Runaway | 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle | 67 Bridge Super Structure (Beams) |
| | | 68 Bridge Overhead Structure |
| | | 69 Delineator |
| | | 70 Mailbox |
| | | 71 Other Fixed Object |
| | | 72 Other Highway Structure |
| | | 73 Ground |
| | | 99 Unknown |
| | | 37 Work Zone/Maintenance Equipment |
| | | 38 Other Non-Fixed Object |
| | | 40 Barrier (Cable) |
| | | 41 Barrier (Concrete) |
| | | 42 Barrier (Other) |
| | | 43 Fence Pole |
| | | 44 Fence |
| | | 45 Traffic Signal Support |
| | | 46 Traffic Sign Support |
| | | 47 Utility Pole/Light Support |
| | | 48 Other Post/Pole/Support |
| | | 49 Guardrail/Guardrail Face |
| | | 50 Guardrail End |
| | | 51 Culvert |
| | | 52 Curb |
| | | 53 Island |
| | | 54 Sand Barrels |
| | | 55 Impact Attenuator/ Crash Cushion |

Remarks

-UNIT 2 WAS PARKED ON THE NORTH SIDE OF THE 300 BLOCK OF BOYD ST JUST EAST OF BUCHANA AVE
 -UNIT 1 WAS TRAVELING WESTBOUND ON BOYD ST TOWARDS BUCHANAN AVE
 -UNIT 1 MADE CONTACT WITH UNIT 2, CAUSING IT TO JUMP THE CURB AND DAMAGE THE LIGHT POLE
 -UNIT 1 FLED THE SCENE AND DROVE UP UNIVERSITY BLVD
 -UNIT 1 WAS APPREHENDED IN THE AREA OF UNIVERSITY AND SYMMES
 -UNIT 1 WAS ARRESTED FOR LEAVING THE SCENE AND FELONY ELUDING
 -NO CITATION WAS GIVEN TO DEFENDANT BECAUSE HE WAS ARRESTED

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.



City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Derek Womack

DATE: 3/27/24 TIME: Began 0300
Ended 0430

Vehicle/Unit # 627

JUSTIFICATION: Downed street light at 311 W. Boyd

RESULT OF AN ACCIDENT

LOCATIONS:

- (1) 311 W. Boyd
- (2) _____
- (3) _____

WORK PERFORMED:

- (1) Street light pole was knocked down by a vehicle. Pulled all wire back into pull box and removed downed pole from location.
- (2) _____
- (3) _____

TOTAL TIME: 2 Hrs

COMPENSATION: OVERTIME PAY _____ Hrs: COMPENSATION TIME 2 Hrs

SIGNATURE of Employee: [Signature]

DATE: 3/27/24

SIGNATURE of Supervisor: [Signature]

DATE: 3/27/24

SIGNATURE of Traffic Engineer: [Signature]

DATE: 3/27/24

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 626
 Beginning mileage 99450
 Ending mileage 99475

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
3/27/24		0810	Shop/ Morning meeting w/Brian, gathered materials for street lighting pole on campus corner	0911
R.A. <u>4</u> hrs.		0921	Campus corner / re installed street lighting pole with new ped pole base & new globe, wired up fixture & GFCI - OK	1024
D.B. _____ hrs.		1040	Shop/ moved equipment to new building, wired up spare cabinet to burn in	1243
B.B. _____ hrs.		1259	Boyard/ Picked up ped lighting pole	1325
B.H. _____ hrs.		1345	Shop/ cleaned ped light pole	1351
B.R. _____ hrs.		1405	Chautaugua / met with facilities to stand & wire up ped lighting pole	1433
_____ hrs.		1450	Shop/ worked in shop, unloaded equipment, set up spare cabinet to burn in, completed paperwork	1630
TOTAL				
CALLS				
<u>0</u>				



Brian McNabb

From: Stephen Pace <stephen.pace@PelcoInc.com>
Sent: Monday, April 1, 2024 11:23 AM
To: Brian McNabb
Subject: EXTERNAL EMAIL : RE: Light Pole

Hey Bryan,

AP-8122-14-GFCI-P59 = \$999.00
 PB-5414-P59 = \$300.00

Cost for in town delivery is \$100. Please mark your PO "Pelco Delivery"

Current lead time is about 14 weeks.

Thanks!

Stephen Pace | Technical Service Representative
 Pelco Products Inc. | 320 West 18th Street | Edmond, OK 73013
 405-340-3434 | www.pelcoinc.com

From: Brian McNabb <Brian.McNabb@NormanOK.gov>
Sent: Monday, April 1, 2024 11:16 AM
To: Sales Department <Sales@PelcoInc.com>
Subject: Light Pole

Good morning.

Could you provide me a quote with any shipping charges for the purchase and delivery of the following.

1 each Pelco Post Top Luminaire Pole AP-8122-GFCI-14-P59
 1 each Pelco Octagonal Base PB-5414-P59

Brian McNabb
 Traffic Signal Supervisor
 City of Norman
 1311 Da Vinci Street
 Norman, OK. 73069
 405.329.0528 (office)
 405.213.5333 (mobile)

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 SCSSS PARTNER
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 P.O. BOX 9444 - COLUMBIANA CITY, OKLA. 73001
 TEL: 405 232 4123 - FAX: 405 232 2644 - TOLL FREE: 1-800-232-7113

Page #
 Date:
 Quotation #
 Job:
 City:
 Quoted by:

ID:

Job Name: City of Norman Campus Corner -
June 2021
Quote Label: GVD3 with Reducer
Job Location: Norman, Oklahoma
Issue Date: 3/28/2024
Good Through: 4/25/2024
Bid Date: 7/30/2021

Type	Qty	Catalog #	Unit \$	Ext \$
	2	GVD3 P30 40K MVOLT MS GL3 BK ST TBK PR3 PR7E PCLL SH RFD326085 GranVille LED Classic, P30 performance package, 4000K, 120-277V, Modern style, swing open design, Glass asymmetric, type III, Black, Painted cast aluminum standard finial, Black trim, 3 PIN NEMA PHOTOCONTROL RECEPTACLE, 7 pin NEMA dimmable photocontrol external receptacle, DLL PHOTOCONTROL, Shorting cap.	\$1,017.00	\$2,034.00
		*2766PC		
	2	TED EXT 350D 3IN C03 BK Pole tenon adaptor, External tenon adaptor, 3.50" Outside diameter pole top, 3IN, Tenon, 3.00 O.D. x 3" tall, Black	\$175.00	\$350.00
Estimated Lead Time: 40 working days to ship			Grand Total: \$2,384.00	

Notes


- * 1. Quote number must be written on Purchase Order
- 2. Please contact your Holophane Sales Rep for questions regarding this quote.
- 3. All quotes subject to standard terms and conditions unless specifically noted.
- 4. Quote is based on quantities and types indicated. Changes in counts or types may affect prices.
- 5. Purchase orders must be emailed to SCSS@Holophane.com. Failure to do so could result in delays in processing your order.
- 6. Customer Service Contact Information:
 For Order Management (expedites, updates, cancellations) and when submitting POs, please email our Customer Care team at: SCSS@Holophane.com
 For Quotes, Drawings, RFDs and Post Sales please email: SCSS@Holophane.com
 New Toll Free Number: 1-855-266-8557

IMPORTANT NOTE - The lead time shown is manufacturing time only. For delivery lead time, please add 5-10 business days to cover transportation and processing time.

Terms



office memorandum

DATE: August 27, 2024
TO: Clint Mercer, Chief Accountant
FROM: Sarah Encinias, Legal Admin Tech 
SUBJECT: City of Norman Debt Recovery
Incident Report: 24-21179

On March 27, 2024, damage was sustained to a street light pole located at 211 West Boyd Street. The driver and responsible party was identified as J. Tran.

Attached is a check from Progressive insurance in the total amount of \$3,059.51 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Scott Sturtz, Interim Director of Public Works
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

PROGRESSIVE
PO BOX 2930
CLINTON, IA 52733-2930

PROGRESSIVE[®]

Item 20.

CITY OF NORMAN
ATTN 105502343212
201 W GRAY ST
NORMAN, OK 73069

DRAFT NUMBER: **6011587523**

AMOUNT:

\$*****3,059.51

ISSUE DATE: **August 21, 2024**

Form Z721 (06/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

PROGRESSIVE[®]

VOID IF NOT PRESENTED WITHIN 90 DAYS

DRAFT NUMBER:

56-389

6011587523

412

CLAIM NUMBER: 24-5974478

NAME: CITY OF NORMAN

August 21, 2024

PAY EXACTLY

\$*****3,059.51

THREE THOUSAND FIFTY NINE AND 51/100*****



DATE: August 8, 2024
 TO: Jeanne Snider, Assistant City Attorney II
 FROM: Brian McNabb, Traffic Signal Supervisor *BM*
 SUBJECT: Damage Cost Report – Main Street at I-35

Item 20.

office memorandum

On March 29, 2024, a lighted pedestrian crosswalk assembly located on the southeast corner of Main Street and I-35, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2024-00021804. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 – ea lighted crosswalk assembly	@	\$ 3,525.00	\$ 3,525.00
1 – ea steel pole	@	\$ 575.00	\$ 575.00
1 – ea steel pole base	@	\$ 200.00	\$ 200.00
1 – ea pole and base collar	@	\$ 80.00	\$ 80.00
1 – ea pedestrian sign	@	\$ 94.50	\$ 94.50
1 – ea downward arrow sign	@	\$ 39.50	\$ 39.50
Total Replacement Cost			\$ 4,514.00

Labor Cost Breakdown

R. Anderson	3.50 hr/s reg.	@	\$ 24.05	\$ 84.17
D. Birkhimer	3.50 hr/s reg.	@	\$ 34.58	\$ 121.03
B. Harrison	5.50 hr/s reg.	@	\$ 24.05	\$ 132.27
D. Womack	4.25 hr/s reg.	@	\$ 24.05	\$ 102.21
(A) Subtotal			\$ 439.68	
<u>Supervision/Miscellaneous Time Cost</u>				
K. Coffin	1.00 hr/s reg.	@	\$ 23.74	\$ 23.74
A. Frezgi	1.00 hr/s reg.	@	\$ 51.08	\$ 51.08
B. McNabb	1.00 hr/s reg.	@	\$ 48.68	\$ 48.68
(B) Subtotal			\$ 123.50	
Total Labor Costs (A) + (B)			\$ 563.18	

Equipment Time Cost Breakdown

Unit 624	0.50 hr/s	@	\$ 15.00	\$ 7.50
Unit 626	0.50 hr/s	@	\$ 15.00	\$ 7.50
Unit 627	1.00 hr/s	@	\$ 20.00	\$ 20.00
Unit 630	1.50 hr/s	@	\$ 15.00	\$ 22.50
Total Equipment Time Costs			\$ 57.50	
TOTAL CHARGES			\$ 5,134.68	

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc: Scott Sturtz, Interim Director of Public Works
 David Riesland, Transportation Engineer
 Awet Frezgi, Traffic Engineer
 Barbara Andros, Revenue Collection Supervisor

Main Street at I-35

Case # 2024-00021804

Prepared April 4, 2024

Brian McNabb

03-29-2024: Notified by NPD that a lighted pedestrian crossing sign was damaged in a vehicle accident. Took photos of damage, brought assembly back to Traffic Controls, build up replacement assembly and reinstalled on the intersection.

R. Anderson	3.50 hours / reg
D. Birkhimer	3.50 hours / reg
B. Harrison	5.50 hours / reg
D. Womack	4.25 hours / reg
Unit 624	0.50 hours
Unit 626	0.50 hours
Unit 627	1.00 hours
Unit 630	1.50 hours

04-04-2024: Obtained parts quotes, ordered material and prepared damage cost report.

Brian McNabb	1.00 hours / regular
--------------	----------------------

Equipment Costs:

1 each lighted crosswalk system w/ delivery	\$ 3,525.00
1 each steel pole	\$ 575.00
1 each steel pole base	\$ 200.00
1 each pole and base collar	\$ 80.00
1 each pedestrian sign	\$ 94.50
1 each downward sloping arrow sign	\$ 39.50

Total	\$ 4,514.00
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DO NOT WRITE IN THIS SPACE

Incident Report

Investigation Completed	<input checked="" type="checkbox"/>	Revised	<input type="checkbox"/>
Investigation Made at Scene	<input type="checkbox"/>	Fatality	<input type="checkbox"/>
Photographs	<input checked="" type="checkbox"/>	Hit and Run	<input type="checkbox"/>

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT		Case Number (Agency Use) 2024-00021804		Motor Vehicles Involved 01	Number Injured 01	Number Killed 00	
(2) Date of Collision (mm/dd/yyyy) 03292024		Time 0847	County Number and Name 14 CLEVELAND		Nearest City or Town Number and Name NORMAN		
(3) Distance from Nearest City or Town Limits Mi <input type="checkbox"/> Ft <input type="checkbox"/>		Control #	Int ID	Location	East Grid	North Grid	
(4) Street, Road or Highway W MAIN ST		Distance from		(Nearest) Intersecting Street, Road or Highway 335 NB OFF RAMP 109 EAST SPUR			
(5) Unit 01	Occupants 01	Type D	Last Name SUMO		First ERICKA	Middle NICOLE	
(6) Address 4404 SE 37th ST		City Norman	State OK	Zip 73072	Telephone (Use Area Code) 4058983757		
(7) Driver License Number K081122558		State OK	Class D	Endorsement(s)	Restriction(s)	Inj Sev. 4	
(8) Ejected 1		Extricated 1	Test 5	(% BAC) 0	Transported by	To Medical Facility	
(9) VIN JN8AY2AC4M9147171		Vehicle Year 2021	Color BLK	2nd Color 0	Make N SS	Model ARMA	
(10) Insurance Company Name ENCOMPASS		Policy Number 283257964		Insurance Telephone (Use Area Code) (800) 588-7400			
(11) Vehicle Removed by QUALITY TOWING		Owner's Last Name		First	Middle	Suffix	
(12) Owner's Address		City	State	Zip	Towed Veh. Type		
(13) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number	Oversized Load 0		
(14) Unit 01		Occupants 01	Type D	Last Name		First	
(15) Address		City	State	Zip	Telephone (Use Area Code)		
(16) Driver License Number		State	Class	Endorsement(s)	Restriction(s)	Inj Sev.	
(17) Ejected 0		Extricated 0	Test 0	(% BAC) 0	Transported by	To Medical Facility	
(18) VIN		Vehicle Year	Color	2nd Color	Make	Model	
(19) Insurance Company Name		Policy Number		Insurance Telephone (Use Area Code)			
(20) Vehicle Removed by		Owner's Last Name		First	Middle	Suffix	
(21) Owner's Address		City	State	Zip	Towed Veh. Type		
(22) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number	Oversized Load 0		
(23) Investigating Officer Smith		Badge Number 189795	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.) Wilson	Reviewer Badge Number 110388	
Date of Report (mm/dd/yyyy) 3292024		Injury Severity		Type of Injury		Driver/Pedestrian Condition	
Occupant Protection (OP) In Use		Towed Vehicle Type		Air Bag Deployed		Ejected	
Chemical Test		Extricated		Extends of Damage		Insurance Verification	

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

(24) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
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(25) Address	City	State	Zip	Telephone (Use Area Code)
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(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	------------	----------------	---------------------	---------------

(27) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
-----------	---	---	------------	-----------	-------	--------	--------	-----------------	-----

(28) Address	City	State	Zip	Telephone (Use Area Code)
--------------	------	-------	-----	---------------------------

(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type
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(30) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
-----------	---	---	------------	-----------	-------	--------	--------	-----------------	-----

(31) Address	City	State	Zip	Telephone (Use Area Code)
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(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	------------	----------------	---------------------	---------------

(33) Unit	Injured <input type="checkbox"/> Witness <input type="checkbox"/>	Passenger <input type="checkbox"/> Prop. Owner <input type="checkbox"/>	Pos in Veh	Last Name	First	Middle	Suffix	DOB(mm/dd/yyyy)	Sex
-----------	---	---	------------	-----------	-------	--------	--------	-----------------	-----

(34) Address	City	State	Zip	Telephone (Use Area Code)
--------------	------	-------	-----	---------------------------

(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	------------	----------------	---------------------	---------------

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address
-----------	--------------	---------

(37) City	State	Zip	GVWR <input type="checkbox"/> 0-10K lbs. <input type="checkbox"/> 10,001-26K lbs. <input type="checkbox"/> 26K+ lbs.	GCWR <input type="checkbox"/> 0-10K lbs. <input type="checkbox"/> 10,001-26K lbs. <input type="checkbox"/> 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
-----------	-------	-----	--	--	-----------	------------	-------------

(38) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release	Other Non-Commercial	Government
----------------------	--------------------	----------------	-----------------	--------------------	-------------------	----------------------	------------

(39) Unit	Carrier Name	Address
-----------	--------------	---------

(40) City	State	Zip	GVWR <input type="checkbox"/> 0-10K lbs. <input type="checkbox"/> 10,001-26K lbs. <input type="checkbox"/> 26K+ lbs.	GCWR <input type="checkbox"/> 0-10K lbs. <input type="checkbox"/> 10,001-26K lbs. <input type="checkbox"/> 26K+ lbs.	Axle Qty.	Cargo Body	Vehicle Use
-----------	-------	-----	--	--	-----------	------------	-------------

(41) U.S. DOT Number	NASI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release	Other Non-Commercial	Government
----------------------	--------------------	----------------	-----------------	--------------------	-------------------	----------------------	------------

<h3>Position in Vehicle</h3> <p>00. Not Applicable 18. Front Row - Other 28. Second Row - Other 38. Third Row - Other 48. Fourth Row - Other 50. Sleeper Section of Truck Cab</p> <p>See manual for additional seating examples</p>	<h3>Vehicle Configuration</h3> <p>00. N/A</p> <p>01. Passenger Veh. - 2 Dr</p> <p>02. Passenger Veh. - 4 Dr</p> <p>03. Passenger Veh. Conv</p> <p>04. Pickup</p> <p>05. Single Unit Truck, 2 axles</p> <p>06. Single Unit Truck, 3+ axles</p> <p>07. School Bus</p> <p>08. Truck/Trailer</p> <p>09. Truck-Tractor (Bobtail)</p> <p>10. Truck-Tractor/Semi-Trailer</p> <p>11. Truck-Tractor/Double</p> <p>12. Truck-Tractor/Trip</p> <p>13. Bus/Large Van 9-15 occupants including driver</p> <p>14. Bus 16+ occupants including driver</p> <p>15. Motorcycle</p> <p>16. Motor Scooter/Moped</p> <p>17. Motor Home</p> <p>18. Farm Machinery</p> <p>19. ATV</p> <p>20. SUV</p> <p>21. Passenger Van</p> <p>22. Truck more than 10,000 lbs., Cannot Classify</p> <p>23. Van 10,000 lbs. or Less</p> <p>24. Other</p> <p>99. Unknown</p>	<h3>Cargo Body Type</h3> <p>00. N/A</p> <p>01. Bus 9-15 seats</p> <p>02. Bus 16+ seats</p> <p>03. Van / Enclosed Box / Stock Trailer</p> <p>04. Cargo Tank</p> <p>05. Flatbed</p> <p>06. Intermodal</p> <p>07. Dump Truck/Trailer</p> <p>08. Concrete Mixer</p> <p>09. Auto Transporter</p> <p>10. Garbage/Refuse</p> <p>11. Hopper (gran/chips/gravel)</p> <p>12. Pole Trailer</p> <p>13. Log Trailer</p> <p>14. Vehicle Towing Vehicle</p> <p>15. Other</p> <p>99. Unknown</p>
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OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3

Case Number 2024-00021804

Unit, Total Lanes in Roadway, Legal Speed, Pedestrian / Pedalcyclist Only (Actions Prior to Collision, Location at Time of Collision, Safety Equip, Unit Number of Vehicle Striking)

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Type of Work Zone, Location of the Work Zone Collision, Workers Present

Light (Daylight, Dark-Not Lighted, Dark-Lighted, Dawn, Dusk, Dark-Unknown Lighting, Other, Unknown)

What Vehicle Was Going to Do (00 Not Applicable, 01 Go Ahead, 02 Turn Left, 03 Turn Right, 04 Make "U" Turn, 05 Stop, 06 Slow for Cause, 07 Start from Park/Stop, 08 Change Lanes, 09 Overtake, 10 Pass, 11 Back, 12 Remain Stopped, 13 Remain Parked, 14 Enter/Merge in Traffic, 15 Negotiate a Curve, 16 Park, 17 Other, 99 Unknown)

Weather (01 Clear, 02 Fog/Smog/Smoke, 03 Cloudy, 04 Rain, 05 Snow, 06 Sleet/Hail, 07 Severe Crosswind, 08 Blowing Snow, 09 Blowing Sand, Soil, Dirt, 10 Other, 99 Unknown)

What Vehicle Did (00 Not Applicable, 01 Went Ahead, 02 Turned Left, 03 Turned Right, 04 Entered "U" Turn, 05 Stopped, 06 Slowed, 07 Started From Park/Stop, 08 Entered Other Lane, 09 Overtaking, 10 Passing, 11 Backed, 12 Remained Stopped, 13 Remained Parked, 14 Entered/Merged, 15 Departed Rdwy-Right, 16 Departed Rdwy-Left, 17 Swerved Right, 18 Swerved Left, 19 Parked, 20 Other, 99 Unknown)

Underdrive/Override (0 Not Applicable, 1 No Underdrive or Override, 2 Underdrive, Compartment Intrusion, 3 Underdrive, No Compartment Intrusion, 4 Underdrive, Compartment Intrusion Unknown, 5 Override, Motor Vehicle in Transport, 6 Override, Other Motor Vehicle, 9 Unknown)

Traffic Control (00 No Control, 01 Stop Sign, 02 Traffic Signal, 03 Flashing Traffic Signal, 04 School Zone Signs, 05 Yield Sign, 06 Warning Sign, 07 Railroad Advance Warning Sign, 08 Railroad Cross Bucks, 09 Railroad Gates, 10 Railroad Signal, 11 No Passing Zone, 12 Person (including flagger, law enforcement, crossing guard, etc.), 13 Abnormal Control, 14 Other, 99 Unknown)

Locality (1 Residential, 2 Business, 3 Industrial, 4 School, 5 Not Built-up, 6 Mixed Use, 7 Other, 9 Unknown)

Visibility Obscured by (00 Not Applicable, 01 Trees, 02 Embankment, 03 Building, 04 Signs, 05 Parked Vehicles, 06 High Weeds, 07 Fences, 08 Shrubbery, 09 Ice, Snow or Frost on Windows, 10 Smoke, 11 Fog, 12 Dust, 13 Rain, 14 Sun, 15 Other, 99 Unknown)

Road Surface Conditions (01 Dry, 02 Wet, 03 Ice/Frost, 04 Snow, 05 Mud, Dirt, Gravel, 06 Slush, 07 Water (standing, moving), 08 Sand, 09 Oil, 10 Other, 99 Unknown)

Road Character (Grade: 1 Level, 2 Hillcrest, 3 Uphill, 4 Downhill, 5 Sag (bottom); Road Alignment: 1 Straight, 2 Curve - Left, 3 Curve - Right)

Type of Intersection (0 Not an Intersection, 1 Y-Intersection, 2 T-Intersection, 3 Four-Way Intersection, 4 Five-Point or More, 5 Intersection as Part of Interchange, 6 Traffic Circle, 7 Roundabout, 9 Unknown)

Incident Type (00 Not an Incident, 51 Private Property, 52 Deliberate Intent, 53 Medical Condition, 54 Legal Intervention, 55 Suicide, 57 Drowning, 58 Other)

Road Surface Type (1 Concrete, 2 Asphalt, 3 Gravel, 4 Dirt, 5 Brick, 6 Other, 9 Unknown)

Location of First Harmful Event (01 On Roadway, 02 Shoulder, 03 Median, 04 Roadside, 05 Gore, 06 Separator, 07 Parking Lane/Zone, 08 Off Roadway, Location Unknown, 09 Outside Right-of-Way, 10 Other, 99 Unknown)

Driver Distracted by (0 Not Applicable/None, 1 Electronic Communication Devices, 2 Other Electronic Device, 3 Other Inside Vehicle, 4 Other Outside Vehicle, 9 Unknown)

Road Character (Special Function of Vehicle: 00 Not Applicable, 01 School Bus, 02 Transit Bus, 03 Intercity Bus, 04 Charter Bus, 05 Other Bus, 06 Military, 07 OHP, 08 Other Police, 09 Other Law Enforcement, 10 Ambulance, 11 Fire Truck, 12 Public Owned Vehicle, 13 Highway Equipment, 14 Special Mobilized Machine, 15 Other, 99 Unknown)

Emergency Vehicle Responding to an Emergency (0 N/A, 1 Yes, 2 No, 9 Unknown)

Point of First Contact on Vehicle (11, 12, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)

Most Damaged Area (00 Not Applicable, 13 Top, 14 Undercarriage, 99 Unknown)

Point of First Contact on Vehicle (11, 12, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)

Most Damaged Area (00 Not Applicable, 13 Top, 14 Undercarriage, 99 Unknown)

Case Number **2024-00021804**

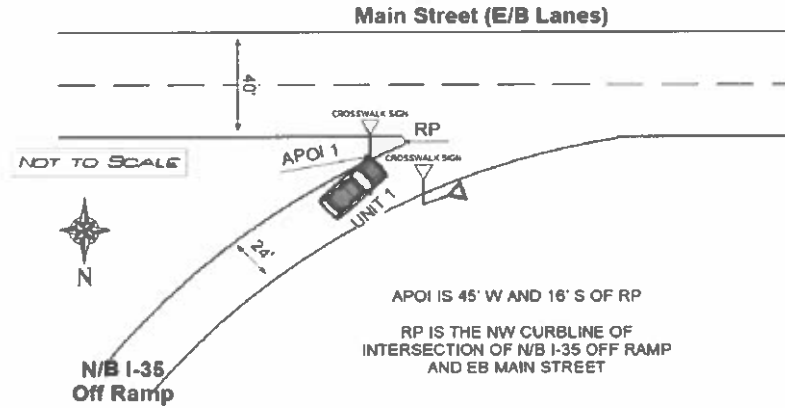
Latitude

Longitude

Railroad Crossing Number

Roadway Orientation
Unit Number **01** NE SW N

Pg **4** of **5**
Unit Number NE SW



COLLISION EVENTS

Unit 01	First Event 34	Second Event 00	Third Event 00	Fourth Event 00	Most Harmful Event 34	First Harmful Event for the Entire Collision 34
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- | | | | |
|--|---|-------------------------------------|-----------------------------------|
| 00 Not Applicable | 21 Fell/Jumped From Motor Vehicle | 37 Work Zone/Maintenance Equipment | 56 Pavement Drop-Off |
| 10 Overtum/Rollover | 22 Thrown Or Falling Object | 38 Other Non-Fixed Object | 57 Ditch |
| 11 Fire/Explosion | 23 Other Non-Collision | FIXED OBJECT: | 58 Embankment |
| 12 Immersion | PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT: | 40 Barrier (Cable) | 59 Tree (Standing) |
| 13 Jackknife | 30 Pedestrian | 41 Barrier (Concrete) | 60 Dividing Strip |
| 14 Cargo/Equipment Loss or Shift | 31 Pedal Cycle | 42 Barrier (Other) | 61 Retaining Wall |
| 15 Equipment Failure (Blown Tire, Brake Failure, etc.) | 32 Railway Vehicle (train, engine) | 43 Fence Pole | 62 Bridge Abutment |
| 16 Separation of Units | 33 Animal | 44 Fence | 63 Bridge Pier or Support |
| 17 Departed Road Right | 34 Motor Vehicle in Transport | 45 Traffic Signal Support | 64 Bridge Rail |
| 18 Departed Road Left | 35 Parked Motor Vehicle | 46 Traffic Sign Support | 65 Bndge Post |
| 19 Cross Median/Centerline | 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle | 47 Utility Pole/Light Support | 66 Bridge Curb |
| 20 Downhill Runaway | | 48 Other Post/Pole/Support | 67 Bridge Super Structure (Beams) |
| | | 49 Guardrail/Guardrail Face | 68 Bridge Overhead Structure |
| | | 50 Guardrail End | 69 Delineator |
| | | 51 Culvert | 70 Mailbox |
| | | 52 Curb | 71 Other Fixed Object |
| | | 53 Island | 72 Other Highway Structure |
| | | 54 Sand Barrels | 73 Ground |
| | | 55 Impact Attenuator/ Crash Cushion | 99 Unknown |

Remarks

UNIT 1 STATED THAT SHE WAS DRIVING ON THE EXIT RAMP FROM NORTHBOUND I-35 AND MAIN ST. UNIT 1 STATED THAT SHE WAS TRYING TO MERGE ONTO MAIN STREET. UNIT 1 STATED THAT HER GLASSES FELL DOWN ON HER FACE AND THAT, AS SHE PUSHED THEM BACK UP ON HER FACE, SHE SAW THE CROSSWALK SIGN IN FRONT OF HER VEHICLE. UNIT 1 STATED THAT SHE TRIED TO REMAIN ON THE ROADWAY, BUT THAT WAS UNABLE TO PRIOR TO STRIKING THE CROSSWALK SIGN. UNIT 1 STATED THAT SHE DEPARTED THE ROADWAY, STRUCK THE CROSSWALK SIGN, AND STEERED BACK ONTO THE ROADWAY. UNIT 1 STOPPED HER VEHICLE IN THE MERGE LANE FOR THE I-35 OFF RAMP AND MAIN STREET. UNIT 1 COMPLAINED OF NECK PAIN AND WAS TRANSPORTED BY EMSTAT TO NRHS PORTER

TWO JUVENILES WERE IN THE VEHICLE, BUT THEIR INFORMATION WAS NOT INCLUDED IN THE REPORT AT THE PARENT'S REQUEST.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.



UNIT 1 WAS NOT ISSUED A CITATION.





CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 626
 Beginning mileage 99505
 Ending mileage 99520

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
3/29/24		0800	Shop/ Morning meeting w/Brian, submitted overtime request. checked out unit 626	0828
R.A. 8 hrs.		0836	Porter + Johnson/ checked items on punch list	1105
D.B. hrs.		1110	Porter + Eufaula/ "	1155
D.B. hrs.		1230	shop/ built up lighted ped sign for I-35 + Main that was hit by car	1512
B.B. hrs.		1530	Main + I-35/ Installed ^{lighted} ped sign + checked operation - OK	1558
B.H. hrs.		1610	shop/ completed paperwork	1630
B.R. hrs.				
D.W. hrs.				
TOTAL CALLS				

Item 20.

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 624
 Beginning mileage 86803
 Ending mileage 86821

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
3/29/24		0800	Shop - morning meeting with Brim and usizer	0835
		0847	Boyd Jenkins - trial locating E. post abby for fiber.	0958
R.A.		1015	Johnson/Porter - punch list signal.	1100
		1105	Eufaula/Porter - punch list signal.	1145
D.B.		1230	Shop - built up Carmarah red pole assembly for	1500
		1530	Main I-35 SE N. bound off ramp - replaced Carmarah red pole assembly and tested operation - ok.	1600
B.B.		1615	Shop - clean up in shop and paperwork.	1630
B.H.				
B.R.				
D.W.				
TOTAL CALLS				

Item 20.

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

627

Beginning mileage
 Ending mileage

56155.4
 56197.3

DATE	TIME	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN TRAFFIC
3-29-24	0800	Shop - Morning meeting	0830
X	0854	60th + Indian Hill - Replace SB LT red arrow	0907
X	0924	24th NW + Tecumseh - Replace WB green ball in center head	0935
X	0957	Main + I35 - pick up broken ped pole and debris	1026
	1050	Shop - Unload broken pole and debris, find equipment to build another pole, to build new pole and load onto trailer	1310
	1329	Main / I35 - Install new solar powered ped pole	1400
8	1618	Shop - finish paperwork	1630

3

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

630
 Beginning mileage 129,643
 Ending mileage

DATE	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
3-29-24	0800	Shop - Morning meeting with Brian	0830
	x 0854	60th & Indian Hills - Replace SBLT red array indication	0907
	x 0924	Teumseh & 24th NW - Replaced WB green ball indication on left hand	0935
	0957	Main & I-35 - Crosswalk pole knocked down. Took pictures of scene, loaded pole onto bucket truck, & cleaned up debris in the area	1026
	1050	Shop - Unload crosswalk pole from bucket truck & gather material to put it back together	1132
	1230	Shop - Build new crosswalk pole for Main & I-35	1336
	1344	Porter & Teumseh - Phase 8 ped holding call. Cycled power from board in NB & SB ped heads - all operations ok	1417
	1427	Shop - Build & load new crosswalk pole for Maint I-75	1510
	1530	Main & I-35 - Installed & programmed new crosswalk pole - operations ok	1559
	1609	Shop - Paperwork	1630
TOTAL			



Item 20.

Quote

Date: 4/1/2024

Quote to: Mr. Brian McNabb
City of Norman

Job: Replacement for RRFB and Pole

Qty	Description	Unit Price	Line Total
1	Carmanah RRFB	\$3,200.00	\$3,200.00
	INCLUDES: MX RRFB Module, yellow LEDs, Side of Pole mount (black), Flashe module harness, 16ft, Polara Bulldog Pushbutton (Black), Push Button Harness 16ft, MX 100 Solar Power Module, 15 W solar panel (Natural Color), MX power Module top of Pole Mount, 3.5-4.5 in.OD round, 2X Battery, 7Ahr		
1	PB-5201-14-P59 Pole, 4'-8 NPT X 14 TOE, SCH 40Steel Textured Black	\$575.00	\$575.00
1	PB-5334-GL-P59 Base Assy, Square w/Alum door, 12K Cap. Ground Lug, Alum, Textured	\$200.00	\$200.00
1	PB -5325-P59 Collar Assy, Square Bases, Alum, Text. Black	\$80.00	\$80.00
1	Shipping Approx	\$325.00	\$325.00
	Shipping will be prepaid and added at time of delivery		
			\$4,380.00

Ethan Beverage
ebeverage@gadestraffic.com

Delivery dates are subject to change as material shortages arise.

Pricing is firm until updated with at least 30 days advanced notice.

Sales tax is not included. Payment terms are Net 30 days after invoice date. Accepted payment methods are cash, check or ACH. Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

PO Box 9003, Wichita, KS 67277 - 316-943-1219

Brian McNabb

From: Dennis Davis
Sent: Friday, March 29, 2024 11:30 AM
To: Brian McNabb
Subject: Sign Cost

36 inch X 36 inch Pedestrian sign fluorescent yellow – green is \$94.50

30 inch X 18 inch Downward Sloping ARROW sign is \$39.50

Thanks,
Dennis



office memorandum

DATE: September 10, 2024

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech *SE*

SUBJECT: City of Norman Debt Recovery
Incident Report: 24-21804

On March 29, 2024, damage was sustained to a lighted pedestrian crosswalk assembly located on the southeast corner of Main Street and Interstate 35. The driver and responsible party was identified as E. Sumo.

Attached is a check from Encompass insurance in the total amount of \$5,134.68 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Scott Sturtz, Interim Director of Public Works
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

REMITTANCE ADVICE

CHECK NUMBER	ACCOUNT	ID	ISSUE DATE	CHECK AMOUNT
0120944570	EPIC CLAIMS	E1	08/28/2024	\$5,134.68

0754490210

CITY OF NORMAN
PO BOX 370
NORMAN OK 73070

**** DESCRIPTION ****

Property Damage Liab - PROPERTY DAMAGE, CITY

DETACH CAREFULLY AND RETAIN THIS PORTION FOR YOUR RECORDS PRIOR TO CASHING OR DEPOSITING

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

Encompass
Creating protection around you
P O Box 3199
Winston-Salem, NC 27102-3199

JPMorgan Chase Bank N.A.
Columbus, OH

CHECK NO. 0120944570

56-1544/441

CLAIM #

DATE OF LOSS

240249811

03/29/2024

Five Thousand One Hundred And Thirty Four And 68/100 US Dollars

VOID AFTER SIX MONTHS

ISSUE DATE

AMOUNT

08/28/2024

*****\$5,134.68

ENCOMPASS INSURANCE COMPANY OF

PAY TO THE
ORDER OF :

CITY OF NORMAN



DATE: August 2, 2024
 TO: Jeanne Snider, Assistant City Attorney II
 FROM: Dennis W. Davis, Traffic Control Supervisor *D.W.D.*
 SUBJECT: Damage Cost Report – Classen Boulevard West of 12th Avenue SE

office memorandum

On July 1, 2024 repairs were made to a Chevron sign installation on the south side of Classen Boulevard, west of 12th Avenue SE. A responsible party has been identified on the attached collision report #2024-000047619. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1-ea. CHEVRON sign	@	\$ 28.50	\$ 28.50
1-ea. 12 ft. Post	@	\$ 30.00	\$ 30.00
Miscellaneous Parts			\$ 10.00
Total Replacement Cost			\$ 68.50

Labor Cost Breakdown

M. Agee	1.00 hr/s reg.	@	\$ 31.51	\$ 31.51
C. Tooley	1.00 hr/s reg.	@	\$ 31.51	\$ 31.51
(A) Subtotal			\$ 63.02	

Supervision/Miscellaneous Time Costs

K. Coffin	0.5 hr/s reg.	@	\$ 24.69	\$ 12.35
D. Davis	0.5 hr/s reg.	@	\$ 53.93	\$ 26.97
A. Frezgi	0.5 hr/s reg.	@	\$ 53.13	\$ 26.57
(B) Subtotal			\$ 65.89	

Total Labor Costs (A) + (B) \$ 128.91

Equipment Time Cost Breakdown

Unit 641 Utility Truck	1.00 hr.	@	\$20.00/hr.	\$ 20.00
Total Equipment Time Costs			\$ 20.00	

TOTAL CHARGES \$ 217.41

If reimbursement funds are received please have them deposited into Account No. 10550223-43213. If any additional information is desired, please advise.

DWD/kc

Cc: David Riesland, Transportation Engineer
 Awet Frezgi, Traffic Engineer
 Scott Sturtz, Director of Public Works
 Barbara Andros, Revenue Collection Supervisor

DO NOT WRITE IN THIS SPACE

Incident Report

Investigation Completed	<input checked="" type="checkbox"/>	Revised	<input checked="" type="checkbox"/>
Investigation Made at Scene	<input checked="" type="checkbox"/>	Fatality	<input checked="" type="checkbox"/>
Photographs	<input checked="" type="checkbox"/>	Hit and Run	<input checked="" type="checkbox"/>

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT		Case Number (Agency Use) 2024-00047619		Motor Vehicles Involved 01	Number Injured 00	Number Killed 00
(2) Date of Collision (mm/dd/yyyy) 07012024		Time 0207	County Number and Name 14 CLEVELAND	Nearest City or Town Number and Name NORMAN		
(3) Distance from Nearest City or Town Limits Mi. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		Control #	Int ID	Location	East Grid	North Grid
(4) Street, Road or Highway CLASSEN BLVD		Distance from (Nearest) Intersecting Street, Road or Highway 0300	At CONSTITUTION ST			
(5) Unit 01	Occupants Type 02 D	Hit & Run <input checked="" type="checkbox"/>	Last Name PAYNE	First LAUREN	Middle MICHELLE	Suffix
(6) Address 1337 CODY RD		City Davis	State OK	Zip 73030	Telephone (Use Area Code) 5806181112	
(7) Driver License Number M083560336		State OK	Class Endorsement(s) D	Restriction(s)	Inj. Sev. 1	Type of Injury 0
(8) Ejected 1		Extricated 1	Test 4	(% BAC) 0.	Transported by 0	To Medical Facility
(9) VIN SALWR2SU4LA705158		Vehicle Year 2020	Color BLK	2nd Color 0	Make LNR	Model RANG
(10) Insurance Company Name NEW SOUTH		Policy Number 2021613483	Insurance Telephone (Use Area Code) (704) 464-4555			
(11) Vehicle Removed by LA WRECKER		Owner's Last Name	First	Middle	Suffix	
(12) Owner's Address		City	State	Zip	Oversized Load 0	Towed Veh. Type 00
(13) Citation Number 24-47619		Statute/Ordinance Number 37-8	Citation Number 24-47619	Statute/Ordinance Number 47-10.103		
(14) Unit		Occupants Type	Hit & Run <input type="checkbox"/>	Last Name	First	Middle
(15) Address		City	State	Zip	Telephone (Use Area Code)	
(16) Driver License Number		State	Class Endorsement(s)	Restriction(s)	Inj. Sev.	Type of Injury
(17) Ejected		Extricated	Test	(% BAC)	Transported by	To Medical Facility
(18) VIN		Vehicle Year	Color	2nd Color	Make	Model
(19) Insurance Company Name		Policy Number	Insurance Telephone (Use Area Code)			
(20) Vehicle Removed by		Owner's Last Name	First	Middle	Suffix	
(21) Owner's Address		City	State	Zip	Oversized Load	Towed Veh. Type
(22) Citation Number		Statute/Ordinance Number	Citation Number	Statute/Ordinance Number		
(23) Investigating Officer Loewer		Badge Number 157623	Trp./Div. Assigned D	Trp./Div. Location H	Reviewer (Init.) Ware	Reviewer Badge Number 115002
Date of Report (mm/dd/yyyy) 07012024						

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful



Case Number 2024-00047619

(24) Unit	Injured Witness	Passenger Prop. Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
01	<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	PETTY	CODY	JETTON		03111983	M
(25) Address	City		State	Zip	Telephone (Use Area Code)				
13390 W WATERLOO RD	EDMOND		OK	73025	3255138013				
(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by		To Medical Facility	Property Type	
1 0	99	1	1	1					
(27) Unit	Injured Witness	Passenger Prop. Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	00	CITY OF NORMAN					
(28) Address	City		State	Zip	Telephone (Use Area Code)				
201 W GRAY ST B	NORMAN		OK	73069	4053211600				
(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by		To Medical Facility	Property Type	
								CHEVRON ROAD SIGN	
(30) Unit	Injured Witness	Passenger Prop. Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	00	UNKNOWN					
(31) Address	City		State	Zip	Telephone (Use Area Code)				
UNKNOWN									
(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by		To Medical Facility	Property Type	
								METAL REAL ESTATE SIGN	
(33) Unit	Injured Witness	Passenger Prop. Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
	<input type="checkbox"/>	<input type="checkbox"/>							
(34) Address	City		State	Zip	Telephone (Use Area Code)				
(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Extricated	Transported by		To Medical Facility	Property Type	

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit	Carrier Name	Address									
(37) City		State	Zip	GVWR	GCWR	Axle Qty.	Cargo Body	Vehicle Use			
				0 - 10K lbs.	10,001 - 26K lbs.			Interstate Commerce			
(38) U.S. DOT Number	NAHI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release			Intrastate Commerce			
	OK			Yes	Yes			Other Non-Commercial			
(39) Unit	Carrier Name	Address									
(40) City		State	Zip	GVWR	GCWR	Axle Qty.	Cargo Body	Vehicle Use			
				0 - 10K lbs.	10,001 - 26K lbs.			Interstate Commerce			
(41) U.S. DOT Number	NAHI Report Number	Placard Number	Haz. Mat. Class	Haz. Mat. Involved	Haz. Mat. Release			Intrastate Commerce			
	OK			Yes	Yes			Other Non-Commercial			
				No	No			Government			

<h3>Position in Vehicle</h3> <p>00. Not Applicable 18. Front Row - Other 28. Second Row - Other 38. Third Row - Other 48. Fourth Row - Other 50. Sleeper Section of Truck Cab</p> <p>See manual for additional seating examples</p>	<h3>Vehicle Configuration</h3> <p>00. N/A</p> <p>01. Passenger Veh - 2 Dr</p> <p>02. Passenger Veh - 4 Dr</p> <p>03. Passenger Veh. Conv.</p> <p>04. Pickup</p> <p>05. Single Unit Truck, 2 axles</p> <p>06. Single Unit Truck, 3+ axles</p> <p>07. School Bus</p> <p>08. Truck/Trailer</p> <p>09. Truck-Tractor (Bobtail)</p> <p>10. Truck-Tractor/Semi-Trailer</p> <p>11. Truck-Tractor/Double</p> <p>12. Truck-Tractor/Triple</p> <p>13. Bus/Large Van 9-15 occupants including driver</p> <p>14. Bus 16+ occupants including driver</p> <p>15. Motorcycle</p> <p>16. Motor Scooter/Moped</p> <p>17. Motor Home</p> <p>18. Farm Machinery</p> <p>19. ATV</p> <p>20. SUV</p> <p>21. Passenger Va</p> <p>22. Truck more than 10,000 lbs., Cannot Classify</p> <p>23. Van 10,000 lbs. or Less</p> <p>24. Other</p> <p>99. Unknown</p>	<h3>Cargo Body Type</h3> <p>00. N/A</p> <p>01. Bus 9-15 seats</p> <p>02. Bus 16+ seats</p> <p>03. Van / Enclosed Box / Stock Trailer</p> <p>04. Cargo Tank</p> <p>05. Flatbed</p> <p>06. Intermodal</p> <p>07. Dump Truck/Trailer</p> <p>08. Concrete Mixer</p> <p>09. Auto Transporter</p> <p>10. Garbage/Refuse</p> <p>11. Hopper (grain/chips/gravel)</p> <p>12. Pole Trailer</p> <p>13. Log Trailer</p> <p>14. Vehicle Towing Vehicle</p> <p>15. Other</p> <p>99. Unknown</p>
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OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 of 4

Case Number 2024-00047619

Unit Total Lanes in Roadway Legal Speed Actions Prior to Collision Location at Time of Collision Safety Equip Unit Number of Vehicle Striking

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes No

Type of Work Zone Location of the Work Zone Collision

Light 2 What Vehicle Was Going to Do

Unit 1 Unit 2 01

Underride/Override

Weather 01

Unit 1 Unit 2 15

Traffic Control

Locality 6

Unit 1 Unit 2

Road Surface Conditions

Type of Intersection 0

Unit 1 Unit 2 99

Road Character

Incident Type 00

Unit 1 Unit 2 9

Road Alignment

Location of First Harmful Event 01

Unit 1 Unit 2 9

Road Surface Type

Workers Present Yes No Unknown

Trafficway 2

Vehicle Removal 1

Vehicle Condition 01

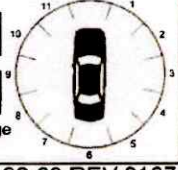
Special Function of Vehicle 00

Emergency Vehicle Responding to an Emergency

Unsafe / Unlawful Contributing Factors 80

FAILED TO YIELD, FOLLOVED TOO CLOSELY, UNSAFE SPEED, INATTENTION, IMPROPER TURN, CHANGED LANES UNSAFELY, STOPPED IN TRAFFIC LANE, FAILED TO STOP, UNSAFE VEHICLE, PEDESTRIAN ACTION

Point of First Contact on Vehicle, Most Damaged Area



Case Number **2024-00047619**

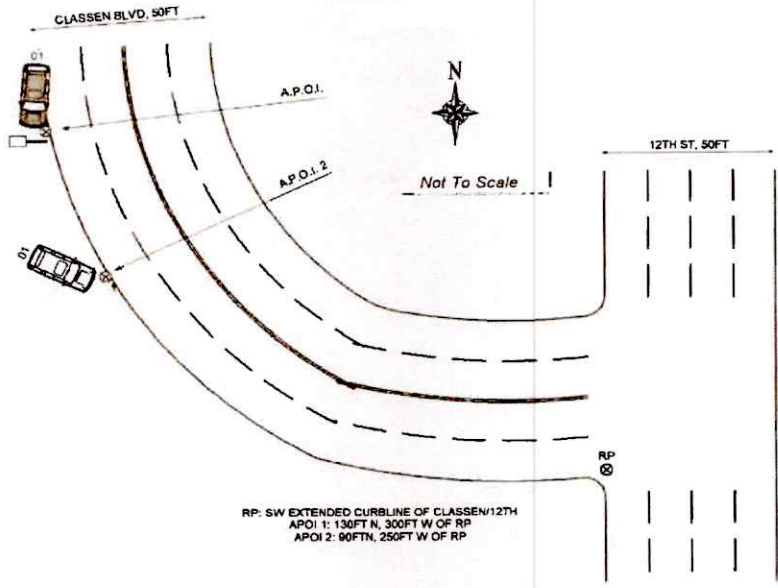
Latitude

Longitude N

Railroad Crossing Number W

Roadway Orientation Unit Number **01** NE SW **S**

Pg **4** of **4**
Unit Number NE SW



RP: SW EXTENDED CURBLINE OF CLASSEN/12TH
A.P.O.I. 1: 130FT N, 300FT W OF RP
A.P.O.I. 2: 90FT N, 250FT W OF RP

COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	17	52	46	00	17	17
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment Loss or Shift
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centerline
- 20 Downhill Runaway
- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:**
- 30 Pedestrian
- 31 Pedal Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor Vehicle
- 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:**
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

Remarks

OFFICERS RESPONDED TO A CALL OF A COLLISION NEAR OU MOTEL. JUST S OF THE MOTEL OFFICERS LOCATED A CHEVRON SIGN AND METAL REAL ESTATE SIGN THAT HAD BOTH BEEN RUN OVER. THERE WERE TIRE MARKS SHOWING WHERE THE VEHICLE HAD RE-ENTERED THE ROADWAY. THE VEHICLE WAS LOCATED AT A NEARBY 7-ELEVEN STORE WHERE THE DRIVER WAS ULTIMATELY PLACED UNDER ARREST. THE PASSENGER STATED THAT THEY HAD TRIED TO DODGE A RACCOON, BUT LATER STATED THAT HE HADN'T REALIZED HOW IMPAIRED THE DRIVER WAS, SO HE CONVINCED HER TO PARK AND CALL AN UBER AFTER THEY HIT A ROAD SIGN.

This report is based on the officer's investigation of this collision. This report may contain the opinion of the officer.



COPY

**City of Norman, Okla., Traffic Control
NEW INSTALLATION & MAINTENANCE OF
STREET SIGNS**


DATE: 7-2-24 UNIT # 641
 CREW LEADER: Teobay 3
 PARTNER: Argee 3
 TOTAL HOURS: 6

Beginning Mileage:
 Ending Mileage:

TIME	DESCRIPTION	SIZE	CODE	SIDE	PARK		REG		WARN		OM/EM		SCHOOL		DIR/SP		REPLACED POLE	RELOCATED	RESET POLE	REMOUNTED	CLEANED	CLEANED	REMOVED / PK'D UP	TENDED / STRENGTHENED
					NEW	RPL	NEW	RPL	NEW	RPL	NEW	RPL	NEW	RPL	NEW	RPL								
0855-0925	Deer Crossing																							
	Location: Lindsey St Southeast of Shadowridge Dr			S																				
1005-1030	Deer Crossing	36x36	W11-3																					
	Location: Lindsey St Southeast of Shadowridge Dr			S																				
1030-1054	Purple Heart																							
	Location: Robinson St East of 24th Ave NW			N																				
1300-1328	Chemon left	18x24	W1-8L																					
	Location: Clatsen Blvd West of 12th Ave SE			S																				
1440-1400	SPW AHEAD																							
	Location: 84th Ave SE North of Etonish Rd			W																				
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office memorandum

DATE: August 21, 2024
TO: Clint Mercer, Chief Accountant
FROM: Sarah Encinias, Legal Admin Tech 
SUBJECT: City of Norman Debt Recovery
Incident Report: 24-47619

On July 1, 2024, damage was sustained to a Chevron sign installation located on the south side of Classen Boulevard, west of 12th Avenue SE. The driver and responsible party was identified as L. Payne.

Attached is a check from National General insurance in the total amount of \$217.41 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc: Scott Sturtz, Interim Director of Public Works
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Dennis W. Davis, Traffic Control Supervisor
Barbara Andros, Treasury Support Supervisor
Ryan Riddel, Assistant City Attorney

NATIONAL GENERAL.

an Allstate company

P O Box 3199
Winston-Salem, NC 27102-3199

Item 20.

240530625
06/30/2024

REMITTANCE ADVICE

CHECK NUMBER	ACCOUNT	ID	ISSUE DATE	CHECK AMOUNT
0411492604	EPIC CLAIMS	21	08/14/2024	\$217.41

4062941140

CITY OF NORMAN
CITY ATTORNEY - PO BOX 370
NORMAN OK 73070-0370

** DESCRIPTION **

This payment represents a Full and Final Payment of the property damage claim for the Chevron Sign - Account Number 10550223-43213
Property Damage, CITY OF NORMAN

DETACH CAREFULLY AND RETAIN THIS PORTION FOR YOUR RECORDS PRIOR TO CASHING OR DEPOSITING

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

NATIONAL GENERAL.

an Allstate company

JPMorgan Chase Bank N.A.
NEW YORK, NY

P O Box 3199
Winston-Salem, NC 27102-3199

CHECK NO 0411492604

50-937/213

CLAIM # DATE OF LOSS

240530625 06/30/2024

Two Hundred And Seventeen And 41/100 US Dollars

VOID AFTER SIX MONTHS

ISSUE DATE

AMOUNT

08/14/2024

*****\$217.41

PAY TO THE
ORDER OF

CITY OF NORMAN

New South Insurance Company



DATE: August 7, 2024
 TO: Jeanne Snider, Assistant City Attorney II
 FROM: Brian McNabb, Traffic Signal Supervisor *BM*
 SUBJECT: Damage Cost Report – Classen Boulevard and State Highway 9 Westbound On/Off Ramps

office memorandum

On July 31, 2024, a traffic signal cabinet and battery backup cabinet at Classen Boulevard and State Highway 9 Westbound On/Off Ramps, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2024-00055320. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 – ea traffic signal cabinet assembly	@	\$ 21,014.96	\$ 21,014.96
1 – ea battery backup cabinet assembly	@	\$ 10,774.00	\$ 10,774.00
1 – ea Polara cable A and C	@	\$ 85.00	\$ 85.00

Total Replacement Cost \$ 31,873.96

Labor Cost Breakdown

R. Anderson	2.25 hr/s reg.	@	\$ 26.03	\$ 58.56
R. Anderson	2.75 hr/s OT	@	\$ 39.04	\$ 107.37
B. Black	2.75 hr/s OT	@	\$ 32.88	\$ 90.42
D. Birkhimer	0.50 hr/s reg.	@	\$ 35.96	\$ 17.98
D. Birkhimer	2.75 hr/s OT	@	\$ 53.94	\$ 148.33
B. Harrison	2.25 hr/s reg.	@	\$ 25.01	\$ 56.27
B. Harrison	2.75 hr/s OT	@	\$ 37.51	\$ 103.16
D. Womack	2.25 hr/s reg.	@	\$ 25.01	\$ 56.27
D. Womack	2.75 hr/s OT	@	\$ 37.51	\$ 103.16

(A) Subtotal \$ 741.52

Supervision/Miscellaneous Time Cost

K. Coffin	1.00 hr/s reg.	@	\$ 24.69	\$ 24.69
A. Frezgi	1.00 hr/s reg.	@	\$ 53.13	\$ 53.13
B. McNabb	3.50 hr/s reg.	@	\$ 52.68	\$ 184.38

(B) Subtotal \$ 262.20

Total Labor Costs (A) + (B) \$ 1,003.72

Page 2
Classen Boulevard at Westbound State Highway 9 On/Off Ramps
NPD# 2024-00055320

Equipment Time Cost Breakdown

Unit 624	2.75 hr/s	@	\$ 15.00	\$ 41.25
Unit 24626	4.50 hr/s	@	\$ 15.00	\$ 67.50
Unit 627	1.75 hr/s	@	\$ 20.00	\$ 35.00
Unit 629	2.75 hr/s	@	\$ 15.00	\$ 41.25
Unit 630	1.75 hr/s	@	\$ 15.00	\$ 26.25
Unit 641	2.75 hr/s	@	\$ 20.00	\$ 55.00

Total Equipment Time Costs **\$ 266.25**
TOTAL CHARGES **\$ 33,143.93**

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/kc

- Cc: Scott Sturtz, Interim Director of Public Works
 David Riesland, Transportation Engineer
 Awet Frezgi, Traffic Engineer
 Barbara Andros, Revenue Collection Supervisor

Classen Blvd at SH-9 Westbound Ramps

Case # 2024-00055320

Prepared August 7, 2024

Brian McNabb

07-31-2024: Notified by NPD that the traffic signal cabinet had been damaged due to an accident. Replaced signal cabinet assembly and placed intersection back into operation.

R. Anderson	0.50 hours / reg
R. Anderson	2.75 hours / OT
B. Black	2.75 hours / OT
D. Birkhimer	0.50 hours / reg
D. Birkhimer	2.75 hours / OT
B. Harrison	0.50 hours / reg
B. Harrison	2.75 hours / OT
B. McNabb	1.50 hours / reg
D. Womack	0.50 hours / reg
D. Womack	2.75 hours / OT

Unit 624	2.75 hours
Unit 24626	2.75 hours
Unit 629	2.75 hours
Unit 641	2.75 hours

08-1-2024: Installed replacement battery backup cabinet assembly and tested operation.

R. Anderson	1.75 hours / reg
B. Harrison	1.75 hours / reg
D. Womack	1.75 hours / reg

Unit 24626	1.75 hours
Unit 627	1.75 hours
Unit 630	1.75 hours

08-05-2024: Compile information, obtain parts quotes and ordered material.

Brian McNabb	2.00 hours / reg
--------------	------------------

Equipment used for repairs:

1 each traffic signal cabinet assembly	\$ 21,014.96
1 each battery backup cabinet assembly	\$ 10,774.00
1 each Polara cable A and C	\$ 85.00

Total \$ 31,873.93

Incident Report

Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Item 20.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Revised	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fatality	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hit and Run	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency NORMAN POLICE DEPARTMENT	Case Number (Agency Use) 2024-00055320	Motor Vehicles Involved 02	Number Injured 01	Number Killed 00
--	---	-------------------------------	----------------------	---------------------

(2) Date of Collision (mm/dd/yyyy) 07312024	Time 1602	County Number and Name 14 CLEVELAND	Nearest City or Town Number and Name In <input checked="" type="checkbox"/> Near <input type="checkbox"/> 20 NORMAN
--	--------------	--	--

(3) Distance from Nearest City or Town Limits Mi <input type="checkbox"/> Ft <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/>	Control #	Int ID	Location	East Grid	North Grid	Administrative
--	-----------	--------	----------	-----------	------------	----------------

(4) Street, Road or Highway CLASSEN BLVD	Distance from	(Nearest) Intersecting Street, Road or Highway HWY 9 WB ON/OFF RAMP
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(5) Unit 01	Occupants 01	Type D	Hi & Run <input type="checkbox"/>	CMV <input type="checkbox"/>	Last Name CATON	First HEZEKIAH	Middle EUGENE	Suffix	Date of Birth (mm/dd/yyyy) 02122002	Sex M
----------------	-----------------	-----------	--------------------------------------	---------------------------------	--------------------	-------------------	------------------	--------	--	----------

(6) Address 3761 24TH AVE SE 6	City NORMAN	State OK	Zip 73071	Telephone (Use Area Code) 4056930837
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(7) Driver License Number D084108072	State OK	Class A	Endorsement(s)	Restriction(s)	Inj. Sev. 2	Type of Injury 3	Drv./Ped. Cond. 01	OP Use 04
---	-------------	------------	----------------	----------------	----------------	---------------------	-----------------------	--------------

(8) Ejected 5	Extricated 1	Test 1	(% BAC) 5 0.	Transported by EMSSTAT	To Medical Facility NRH - SH9	License Plate Number NOA297	State OK	Month 07	Year 2024
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(9) VIN 1D7HA18D03J677616	Vehicle Year 2003	Color BLK	2nd Color 0	Make DODG	Model RAM	Veh. Conf. 04	Extent of Damage 4
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(10) Insurance Company Name 2 HARBOR INS. CO.	Policy Number HAR000725915	Insurance Telephone (Use Area Code) 8007773818
--	-------------------------------	---

(11) Vehicle Removed by Driver <input type="checkbox"/> LAMB TOWING	Owner's Last Name Same as Driver <input checked="" type="checkbox"/>	First	Middle	Suffix
--	---	-------	--------	--------

(12) Owner's Address	City	State	Zip	Towed Veh. Type Oversized Load <input type="checkbox"/> 0 00 Rolled <input type="checkbox"/> Burned <input type="checkbox"/> Phone present <input type="checkbox"/> Phone in use <input type="checkbox"/>
----------------------	------	-------	-----	---

(13) Citation Number 664395	Statute/Ordinance Number 32-436	Citation Number	Statute/Ordinance Number
--------------------------------	------------------------------------	-----------------	--------------------------

(14) Unit 02	Occupants 01	Type D	Hi & Run <input type="checkbox"/>	CMV <input type="checkbox"/>	Last Name HELLBERG	First NICOLE	Middle LYNN	Suffix	Date of Birth (mm/dd/yyyy) 07041987	Sex F
-----------------	-----------------	-----------	--------------------------------------	---------------------------------	-----------------------	-----------------	----------------	--------	--	----------

(15) Address 17015 TWISTED OAK RD	City LEXINGTON	State OK	Zip 73051	Telephone (Use Area Code) 4059741357
--------------------------------------	-------------------	-------------	--------------	---

(16) Driver License Number L081719122	State OK	Class D	Endorsement(s)	Restriction(s)	Inj. Sev. 1	Type of Injury 0	Drv./Ped. Cond. 01	OP Use 04
--	-------------	------------	----------------	----------------	----------------	---------------------	-----------------------	--------------

(17) Ejected 5	Extricated 1	Test 1	(% BAC) 5 0.	Transported by	To Medical Facility	License Plate Number BNS741	State OK	Month 03	Year 2025
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(18) VIN 2C4RC1BG9GR186569	Vehicle Year 2016	Color MAR	2nd Color 0	Make CHRY	Model TOWN	Veh. Conf. 21	Extent of Damage 4
-------------------------------	----------------------	--------------	----------------	--------------	---------------	------------------	-----------------------

(19) Insurance Company Name 2 USAA	Policy Number 0197356857104	Insurance Telephone (Use Area Code) 8005318722
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(20) Vehicle Removed by Driver <input type="checkbox"/> LAMB TOWING	Owner's Last Name Same as Driver <input checked="" type="checkbox"/>	First	Middle	Suffix
--	---	-------	--------	--------

(21) Owner's Address	City	State	Zip	Towed Veh. Type Oversized Load <input type="checkbox"/> 0 00 Rolled <input type="checkbox"/> Burned <input type="checkbox"/> Phone present <input type="checkbox"/> Phone in use <input type="checkbox"/>
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(22) Citation Number	Statute/Ordinance Number	Citation Number	Statute/Ordinance Number
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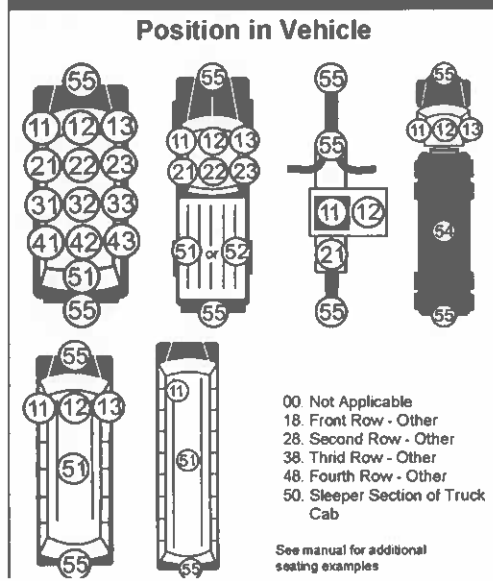
(23) Investigating Officer VU	Badge Number 150141	Trp/Div. Assigned	Trp/Div. Location	Reviewer (Init.) JW	Reviewer Badge Number 36672	Date of Report (mm/dd/yyyy) 07312024
----------------------------------	------------------------	-------------------	-------------------	------------------------	--------------------------------	---

Unit Type 0 Driver 1 Pedestrian X Pedestrian Conveyance B Bicyclist	Z Other Cyclist C Parked Car A Animal T Train	Injury Severity 0 N/A 1 No Injury 2 Possible 3 Non-incapacitating 4 Incapacitating 5 Fatal 9 Unknown	Type of Injury 0 N/A 1 Head 2 Trunk - External 3 Trunk - Internal 4 Arms 5 Legs 9 Unknown	Driver/Pedestrian Condition 00 Not Applicable 01 Apparently Normal 02 Drinking - Ability Impaired 03 Odor of Alcohol Beverage 04 Illegal Drugs 05 Under the Influence of 06 Medications 07 Very Tired 08 (Sick) 09 Dizzy/Faint 10 Emotional 11 Other 99 Unknown	Occupant Protection (OP) In Use 00 Not Applicable 01 None Used 02 Lap Belt Only 03 Shoulder Belt Only 04 Shoulder and Lap Belt 05 Child Restraint Type Unknown 06 Restraint Used - Type Unknown 07 Helmet 08 Child Restraint - Forward Facing 09 Child Restraint - Rear Facing 10 Booster Seat 11 Other 99 Unknown
--	--	---	--	--	---

(24) Unit		Pos in Veh.		Last Name		First		Middle		Suffix		DOB (mm/dd/yyyy)		Sex	
00		00		CITY OF NORMAN											
Injured Witness <input type="checkbox"/>		Passenger Prop. Owner <input checked="" type="checkbox"/>													
(25) Address				City		State		Zip		Telephone (Use Area Code)					
201 W GRAY ST				NORMAN		OK		73069		4053211600					
(26) Injury Severity / Type		OP Use		Air Bag		Ejected		Extricated		Transported by		To Medical Facility		Property Type	
														ELECTRIC	

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit		Carrier Name		Address											
(37) City		State		Zip		GVWR <input type="checkbox"/>		0 - 10K lbs.		Axle Qty		Cargo Body		Vehicle Use	
						GCWR <input type="checkbox"/>		10,001 - 26K lbs.						Interstate Commerce <input type="checkbox"/>	
(38) U.S. DOT Number		NASI Report Number		Placard Number		Haz. Mat. Class		Haz. Mat. Involved		Haz. Mat. Release		Other Non-Commercial <input type="checkbox"/>		Government <input type="checkbox"/>	
		OK						Yes <input type="checkbox"/>		Yes <input type="checkbox"/>					



- ### Vehicle Configuration
- 00. N/A
 - 01. Passenger Veh.-2 Dr
 - 02. Passenger Veh.-4 Dr
 - 03. Passenger Veh. Conv.
 - 04. Pickup
 - 05. Single Unit Truck, 2 axles
 - 06. Single Unit Truck 3+ axles
 - 07. School Bus
 - 08. Truck/Trailer
 - 09. Truck-Tractor (Bobtail)
 - 10. Truck-Tractor/Semi-Trailer
 - 11. Truck-Tractor/Double
 - 12. Truck-Tractor/Triple
 - 13. Bus/Large Van 9-15 occupants including driver
 - 14. Bus 16+ occupants including driver
 - 15. Motorcycle
 - 16. Motor Scooter/Moped
 - 17. Motor Home
 - 18. Farm Machinery
 - 19. ATV
 - 20. SUV
 - 21. Passenger Van
 - 22. Truck more than 10,000 lbs., Cannot Classify
 - 23. Van 10,000 lbs. or Less
 - 24. Other
 - 99. Unknown

- ### Cargo Body Type
- 00. N/A
 - 01. Bus 9-15 seats
 - 02. Bus 16+ seats
 - 03. Van / Enclosed Box / Stock Trailer
 - 04. Cargo Tank
 - 05. Flatbed
 - 06. Intermodal
 - 07. Dump Truck/Trailer
 - 08. Concrete Mixer
 - 09. Auto Transporter
 - 10. Garbage/Refuse
 - 11. Hopper (grain/chips/gravel)
 - 12. Pole Trailer
 - 13. Log Trailer
 - 14. Vehicle Towing
 - 15. Other
 - 99. Unknown

Unit	Total Lanes in Roadway	Legal Speed	Actions Prior to Collision	Location at Time of Collision	Safety Equip	Unit Number of Vehicle Striking
01	04	40				
02	04	40				

Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section) Yes No

Type of Work Zone	Location of the Work Zone Collision
1 Lane Closure	1 Before the First Work Zone Warning Sign
2 Lane Shift/Crossover	2 Advance Warning Area
3 Work on Shoulder or Median	3 Transition Area
4 Intermittent or Moving Work	4 Activity Area
9 Unknown	5 Termination Area
	9 Unknown

Light	Unit 1	Unit 2	Unit 1	Unit 2
1 Daylight	02	01		
2 Dark-Not Lighted				
3 Dark-Lighted				
4 Dawn				
5 Dusk				
6 Dark-Unknown				
7 Lighting				
9 Unknown				

Workers Present Yes No Unknown

Weather	Unit 1	Unit 2	Unit 1	Unit 2
01 Clear	01			
02 Fog/Smog/Smoke				
03 Cloudy				
04 Rain				
05 Snow				
06 Sleet/Hail (Freezing Rain/Drizzle)				
07 Severe Crosswind				
08 Blowing Snow				
09 Blowing Sand, Soil, Dirt				
10 Other				
99 Unknown				

Trafficway	Unit 1	Unit 2	Unit 1	Unit 2
3	3	2		

What Vehicle Was Going to Do	Unit 1	Unit 2	Unit 1	Unit 2
00 Not Applicable	02	01		
01 Go Ahead				
02 Turn Left				
03 Turn Right				
04 Make "U" Turn				
05 Stop				
06 Slow for Cause				
07 Start from Park/Stop				
08 Change Lanes				
09 Overtake				
10 Pass				
11 Back				
12 Remain Stopped				
13 Remain Parked				
14 Enter/Merge in Traffic				
15 Negotiate a Curve				
16 Park				
17 Other				
99 Unknown				

Unsafe / Unlawful Contributing Factors	Unit 1	Unit 2
05	05	98

Locality	Unit 1	Unit 2	Unit 1	Unit 2
2				

Vehicle Removal	Unit 1	Unit 2	Unit 1	Unit 2
1	1	1		

Type of Intersection	Unit 1	Unit 2	Unit 1	Unit 2
4				

Vehicle Condition	Unit 1	Unit 2	Unit 1	Unit 2
01	01	01		

What Vehicle Did	Unit 1	Unit 2	Unit 1	Unit 2
02	02	01		

Special Function of Vehicle	Unit 1	Unit 2	Unit 1	Unit 2
00	00	00		

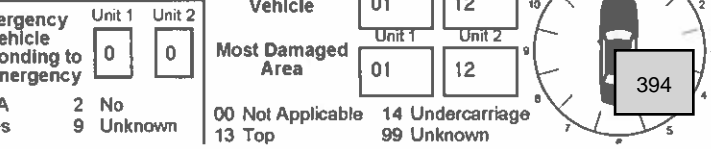
Incident Type	Unit 1	Unit 2	Unit 1	Unit 2
00	00			

Point of First Contact on Vehicle	Unit 1	Unit 2	Unit 1	Unit 2
01	01	12		

Location of First Harmful Event	Unit 1	Unit 2	Unit 1	Unit 2
01	01			

Emergency Vehicle Responding to an Emergency	Unit 1	Unit 2	Unit 1	Unit 2
0	0	0		

Driver Distracted by	Unit 1	Unit 2	Unit 1	Unit 2
0	0	0		



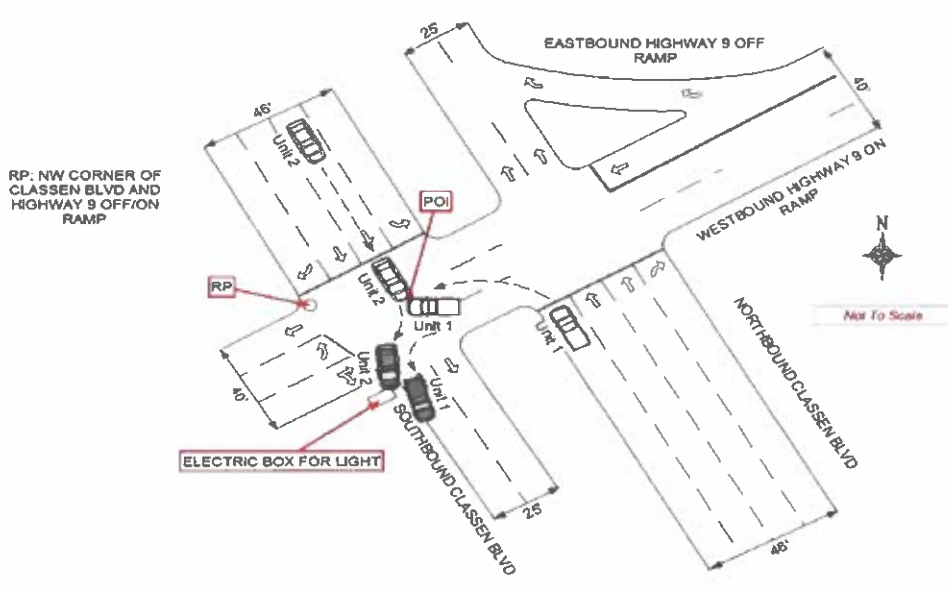
Road Surface Type	Unit 1	Unit 2	Unit 1	Unit 2
2	2	2		

Latitude

Longitude

Railroad Crossing Number

Roadway Orientation Unit Number 01 NE SW N



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	First Harmful Event for the Entire Collision
01	34	00	00	00	34	34
02	34	00	00	00	34	

- 00 Not Applicable
- 10 Overtum/Rollover
- 11 Fire/Explosion
- 12 Immersion
- 13 Jackknife
- 14 Cargo/Equipment Loss or Shift
- 15 Equipment Failure (Blown Tire, Brake Failure, etc.)
- 16 Separation of Units
- 17 Departed Road Right
- 18 Departed Road Left
- 19 Cross Median/Centertine
- 20 Downhill Runaway

- 21 Fell/Jumped From Motor Vehicle
- 22 Thrown Or Falling Object
- 23 Other Non-Collision
- PERSON, MOTOR VEHICLE, OR NON-FIXED OBJECT:**
- 30 Pedestrian
- 31 Pedal Cycle
- 32 Railway Vehicle (train, engine)
- 33 Animal
- 34 Motor Vehicle in Transport
- 35 Parked Motor Vehicle
- 36 Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle

- 37 Work Zone/Maintenance Equipment
- 38 Other Non-Fixed Object
- FIXED OBJECT:**
- 40 Barrier (Cable)
- 41 Barrier (Concrete)
- 42 Barrier (Other)
- 43 Fence Pole
- 44 Fence
- 45 Traffic Signal Support
- 46 Traffic Sign Support
- 47 Utility Pole/Light Support
- 48 Other Post/Pole/Support
- 49 Guardrail/Guardrail Face
- 50 Guardrail End
- 51 Culvert
- 52 Curb
- 53 Island
- 54 Sand Barrels
- 55 Impact Attenuator/ Crash Cushion
- 56 Pavement Drop-Off
- 57 Ditch
- 58 Embankment
- 59 Tree (Standing)
- 60 Dividing Strip
- 61 Retaining Wall
- 62 Bridge Abutment
- 63 Bridge Pier or Support
- 64 Bridge Rail
- 65 Bridge Post
- 66 Bridge Curb
- 67 Bridge Super Structure (Beams)
- 68 Bridge Overhead Structure
- 69 Delineator
- 70 Mailbox
- 71 Other Fixed Object
- 72 Other Highway Structure
- 73 Ground
- 99 Unknown

Remarks

-UNIT 1 WAS TRAVELING NORTHBOUND ON CLASSEN BLVD, ATTEMPTING TO TURN LEFT TO THE ONCUE LOCATED AT 2960 CLASSEN BLVD

-UNIT 2 WAS TRAVELING SOUTHBOUND ON CLASSEN

-UNIT 1 ATTEMPTED TO MAKE THE LEFT TURN BUT FAILED TO YIELD TO ONCOMING TRAFFIC

-UNIT 1 MADE CONTACT WITH UNIT 2

-UNIT 2 CONTINUED TO TRAVEL SOUTHBOUND AFTER THE IMPACT AND MADE CONTACT WITH THE ELECTRIC BOX CONTROLLING THE TRAFFIC LIGHT AT THE INTERSECTION

-STREETS WAS CONTACTED ABOUT THE DAMAGE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT
ADDITIONAL NARRATIVE

Case Number 2024-00055320

Pg Item 20.

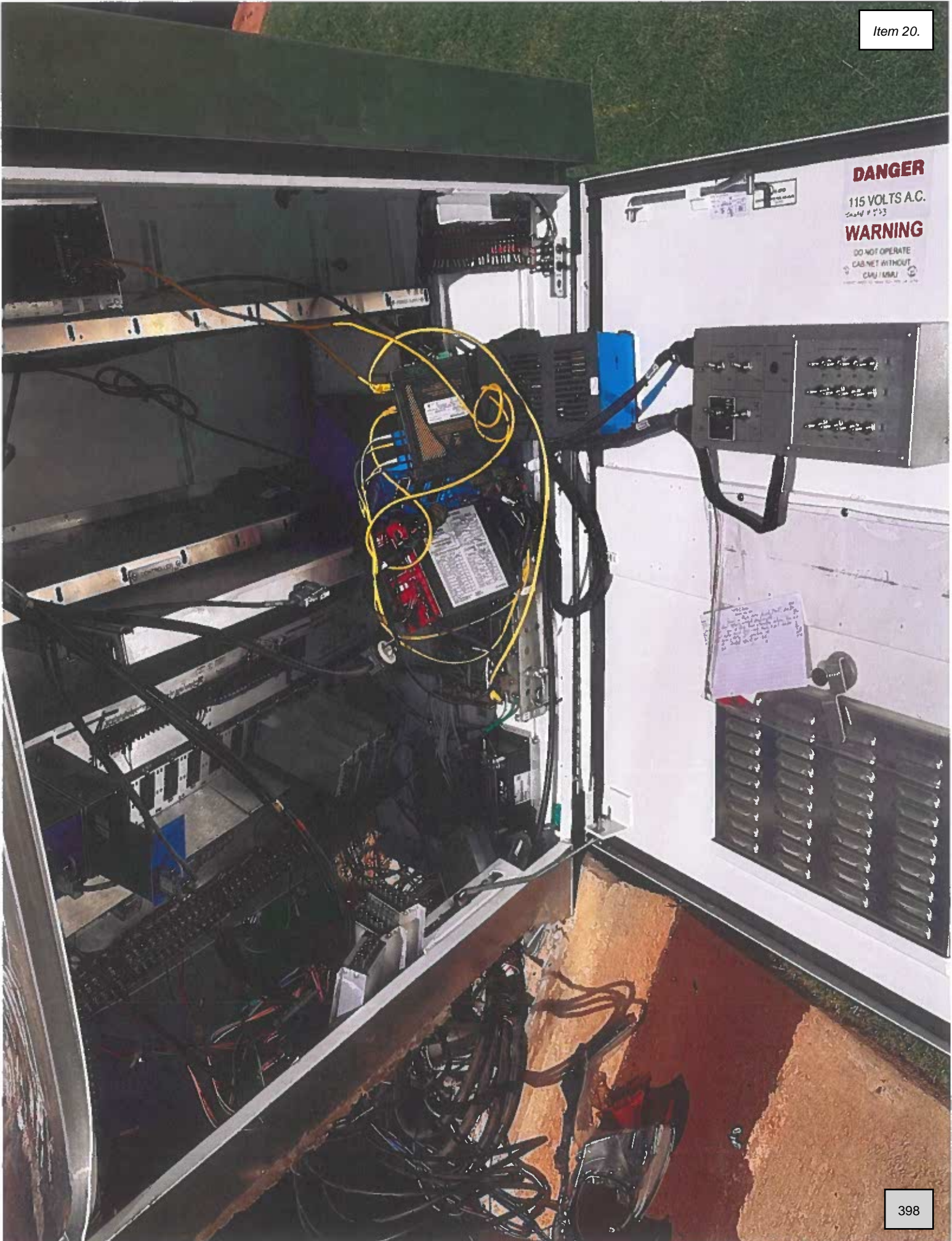
-UNIT 1 WAS DETERMINED TO BE AT FAULT WHEN HE FAILED TO YIELD TO THE RIGHT OF WAY

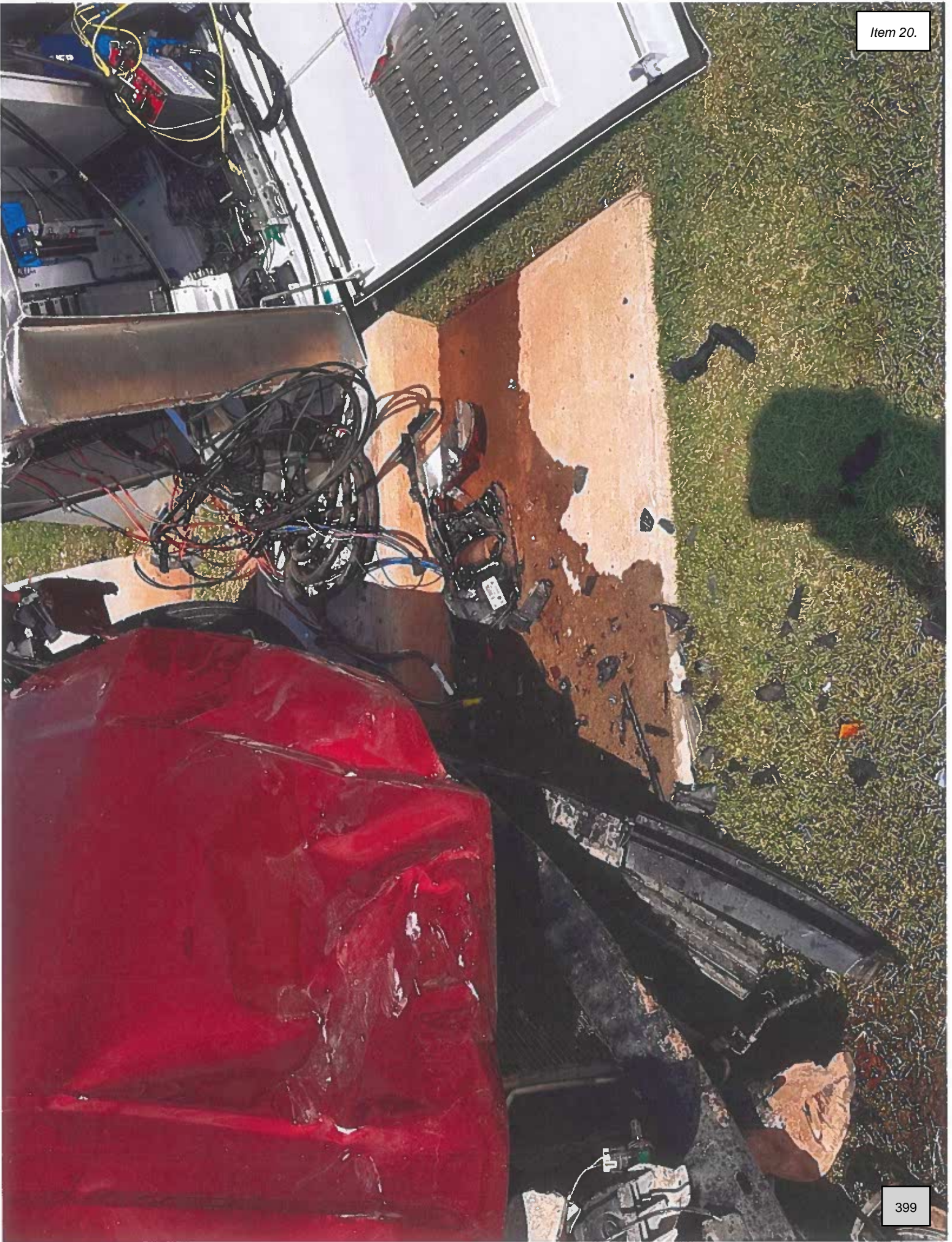
-UNIT 1 AND POSSIBLE INTERNAL INJURIES AND WAS TRANSPORTED TO NORMAN 9

-BOTH VEHICLES WERE REMOVED FROM THE SCENE BY LAMB TOWING









City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Robert Anderson

DATE: 7/31/24 TIME: Began 1630
Ended 1915

Vehicle/Unit # 24626

JUSTIFICATION: Brian reports
Signal Cabinet damaged by
accident

RESULT OF AN ACCIDENT

LOCATIONS:

- (1) SH9 + Classen N.
- (2) _____
- (3) _____

WORK PERFORMED:

- (1) Signal + BBU damaged, replaced Signal cabinet, ASC3, power supply controller, EDI MMU, + wired up. Checked all operations
- (2) -okay
- (3) _____

TOTAL TIME: 2.75 Hrs

COMPENSATION: OVERTIME PAY _____ Hrs COMPENSATION TIME 2.75 Hrs

SIGNATURE of Employee: 

DATE: 7/31/24

SIGNATURE of Supervisor: 

DATE: 8/1/24

SIGNATURE of Traffic Engineer: 

DATE: 8/1/24

City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Brodericks Black

DATE: 07/31/24 TIME: Began 1630
Ended 1915

Vehicle/Unit # 629

JUSTIFICATION: Signal Cabinet reported Damaged

RESULT OF AN ACCIDENT

LOCATIONS:

- (1) Hwy 9 + Classen N
- (2) _____
- (3) _____

WORK PERFORMED:

- (1) Brought traffic control devices and assisted w/ stop sign setup, Assisted w/ damaged cabinet removal & replacement
- (2) Assisted w/ power up troubleshooting & removal of stop signs. Put up equipment upon return to shop.
- (3) _____

TOTAL TIME: 2.75 Hr/s

COMPENSATION: OVERTIME PAY _____ Hr/s COMPENSATION TIME 2.75 Hr/s

SIGNATURE of Employee: [Signature] DATE: 08/01/24

SIGNATURE of Supervisor: [Signature] DATE: 8/1/24

SIGNATURE of Traffic Engineer: [Signature] DATE: 8/1/24

City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Douglas Birkhimer

DATE: 7/31/24 TIME: Began 1630
Ended 1915

Vehicle/Unit # 624

JUSTIFICATION: Brain reports
Signal cabinet damaged
by accident

RESULT OF AN ACCIDENT

LOCATIONS:

- (1) SH9/ Classen N.
- (2) _____
- (3) _____

WORK PERFORMED:

- (1) Signal and battery backup cabinets damaged, replaced signal cabinet, ASC3 controller, EDI mm4, and wired up. Watched
- (2) operations - all.
- (3) _____

TOTAL TIME: 2.75 Hr/s

COMPENSATION: OVERTIME PAY _____ Hr/s COMPENSATION TIME 2.75 Hr/s

SIGNATURE of Employee: Douglas Birkhimer DATE: 7/31/24

SIGNATURE of Supervisor: J. Mauchto DATE: 8/1/24

SIGNATURE of Traffic Engineer: A. Frezzi DATE: 8/1/24

City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Barry Harrison

DATE: 7 / 31 / 24 TIME: Began 1630
Ended 1915

Vehicle/Unit # 641

JUSTIFICATION: Brian reports
signal cabinet damaged
by accident

RESULT OF AN ACCIDENT

LOCATIONS:
(1) SH9 + Classen N.
(2) _____
(3) _____

WORK PERFORMED:
(1) Signal and battery backups damaged, replaced signal cabinet,
ASC3 controller, EDI mmu, and wired up. Watched operations - OK
(2) _____
(3) _____

TOTAL TIME: 2.75 Hr./s

COMPENSATION: OVERTIME PAY _____ Hr./s COMPENSATION TIME 2.75 Hr./s

SIGNATURE of Employee: Barry Harrison DATE: 7 / 31 / 24

SIGNATURE of Supervisor: [Signature] DATE: 8 / 1 / 24

SIGNATURE of Traffic Engineer: Afrerzi DATE: 8 / 1 / 24

City of Norman, Okla.
Traffic Control Division
OVERTIME / COMPENSATORY TIME

NAME: Derek Womack

DATE: 7/31/24 TIME: Began 1630
Ended 1815

Vehicle/Unit # 624

JUSTIFICATION: Cabinet hit by vehicle at Classen & SH9 N

RESULT OF AN ACCIDENT

LOCATIONS:

- (1) Classen & SH9(N)
- (2) _____
- (3) _____

WORK PERFORMED:

- (1) Cabinet struck by vehicle Replaced cabinet & equipment. Used existing comm manager & ICCU. Operations ok
- (2) _____
- (3) _____

TOTAL TIME: 2.75 Hr./s

COMPENSATION: OVERTIME PAY 2.75 Hr./s COMPENSATION TIME _____ Hr./s

SIGNATURE of Employee: [Signature] DATE: 7/31/24

SIGNATURE of Supervisor: [Signature] DATE: 8/1/24

SIGNATURE of Traffic Engineer: [Signature] DATE: 8/1/24

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 24626
 Beginning mileage 236
 Ending mileage 255

DATE	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
7-31-24	0800	Shop/ Morning meeting w/Brian, checked out unit 24626	0830
	0845	Boyd + Asp / Installed new signal cabinet + BBU + checked	
R.A.		all operations -ok	1040
8 hrs.	1047	Dons Lock Shop / got spare key made for 24626	1155
D.B.	1230	Shop / unloaded old signal cabinet	1302
hrs.	1317	located fiber on Jenkins between Lindsey + Timberdale	1448
B.B.	1530	shop / completed paperwork, loaded up cabinet for	
hrs.		Classen + SH9 N	1630
B.H.			
hrs.			
B.R.			
hrs.			
D.W.			
hrs.			
TOTAL			
CALCS			

0

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 624
 Beginning mileage 89169
 Ending mileage 89287

DATE	X	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
7/31/24		0800	Shop - morning meeting with Brian and Mike	0830
		0845	Boyd St - replaced signal and battery backup cabinets and wired up - watched operation - all.	1045
R.A.		hrs.		
		1105	Conference 24th NW - assist TSI removing Sth Pro power panel. Checked and label all cameras. Set up IP address in Cam Manager & hooked up to switch. 1240	1348
D.B.		hrs.		
		1300	Conference 24th NW - adjusted all cameras detection - all.	1500
B.B.		hrs.		
		1418	Lowers - ordered ladders and picked up supplies.	1500
		1530	Shop - misc - work.	
A.F.		hrs.		
		1625	Seth/Chasen - set out portable stops due to signal cabinet getting damaged.	1670
B.H.		hrs.		
D.W.		hrs.		
TOTAL CALLS				

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 24626
 Beginning mileage 277
 Ending mileage 305

DATE	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
8-1-24	0800	Shop / Morning meeting w/Brian, Loaded up equipment to install BBU at SH9 + Classen N, checked out unit #1626	0900
R.A. G hfs.	0917	SH9 + Classen N. / installed BBU + checked operation - OK	1036
	1109	Checked signals on list #1 (Flood + Acres - Main + Hal Muldrow)	1551
D.B. hfs.	1607	shop / worked in shop + completed paperwork	1630
B.B. hfs.			
B.H. hfs.			
B.R. hfs.			
D.W. hfs.			
TOTAL			
CALLS			

CITY OF NORMAN
 TRAFFIC CONTROL DIVISION
 SIGNAL SECTION DAILY WORK SHEET

Unit # 627
 Beginning mileage 58531.7
 Ending mileage 58571.6

DATE	TIME ARRIVED AT THE SCENE	LOCATION AND DESCRIPTION OF WORK PERFORMED	TIME BACK IN SERVICE
8-7-24	0800	Shop - Morning meeting, load BBU batteries, and other equipment for install	0855
	0912	Shop + Classen N. - install new BBU + ONV BB light	1040
R.A.	1101	Classen + Imhoff - Clean NB camera	1108
hrs.	1127	Shop - take out trash, lunch	1232
D.B.	1246	Signal list #	1518
hrs.	1605	Shop - finish paperwork	1630
B.B.			
hrs.			
B.H.			
hrs.			
B.R.			
hrs.			
D.W.			
hrs.			
TOTAL			
CALLS			0

Quotation

8/5/2024

<p>To:</p> <p><i>*Ship To Address to be verified URO</i></p>	<p>Quote Name: Norman 1 Cabinet Project Reference: Econolite Reference: Q-46273-94C9</p>
--	--

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	COBG1010000 0000000	1	COBALT G-SERIES SM EOS CV TS2-T1 NO RECEIPT/DATAKEY/COMM	\$27.75	\$3,300.00	\$3,300.00
2	CAB17886	1	TS2-1 PNG P44 BM 16 HORIZ CAB CITY OF NORMAN, OK IN-WHITE/OUT BARE	\$51.31	\$14,544.00	\$14,544.00
3	CAB17886-PI	1	PLUG-IN KIT FOR CAB17886 CITY OF NORMAN, OK	\$56.90	\$2,735.00	\$2,735.00

Subtotal	\$20,579.00
Shipping & Handling*	\$300.00
Taxes**	\$0.00
Tariffs**	\$135.96
TOTAL	\$21,014.96

Quote Valid For Days: 60
 FOB: Econolite Factory
 Terms: NET30
 *Ship Terms:
 **Taxes and Tariffs Estimated (if included)

Tully McCrory
 Tully McCrory, Account Manager
 Mobile: 918-399-0502
 tmccrory@econolite.com

Shipping Date: To be determined at time of receipt of order

AGENCY	JOB #	COUNTY	STATE
CITY of NORMAN	QUOTE	CLEVELAND	OKLAHOMA
OPENS:	8/1/2024		
DESCRIPTION	QTY.	UNIT	EXT.
TRAFFIC SIGNAL CONTROLLER ASSEMBLY TESCO BATTERY BACKUP SYSTEM TESCO MODEL 1500VA DUAL CONVERSION BATTERY BACKUP SYSTEM WITH AMBIENT TEMPERATURE ENCLOSURE ANODIZED ALUMINUM COMPLETE (46"H x 20"W x 10"D) WITH SIX (6) 24 VOLT BATTERIES WITH FULL LED	1	10,774.00	10,774.00

8/7/2024
1:04 PM

Item 20.

Name **Brian McNabb**
Agency **City of Norman**
Address **1311 Da Vinci St.**
City State Zip **Norman, OK 73069**
Phone Number(s) **405-307-7239**
Email Address brian.mcnabb@normanok.gov



Dub-8-7-24
8/7/2024
1:02:10 PM
Dub Janczys
(479)270-0340
dub.janczys@ctc-traffic.com

Please Reference our Quote Number on your PO, thanks.
Due to electronic component shortages and large increases in metal prices, this quote is only good for Thirty Days. We apologize for having to do this and hope it will be temporary.

CTC Part Number	Description	Paint Color	Qty	Unit Price	Total Price
	Polara Pushbuttons and APS		1	\$	-
CABLE-A	Cable A, Ped Head Load Switch for ICCU-52		1	\$ 44.00	\$ 44.00
CABLE-C	Cable C, Ped Inputs for ICCU-52		1	\$ 41.00	\$ 41.00
				Total Before Tax	\$ 85.00
				Sales Tax (if applicable)	\$ -
				Shipping	
				Grand Total	\$ 85.00


Notes



office memorandum

DATE: September 17, 2024

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech 

SUBJECT: City of Norman Debt Recovery
Incident Report: 24-55320

On July 31, 2024, damage was sustained to a traffic signal cabinet and battery backup cabinet located at Classen Boulevard and State Highway 9 westbound on/off ramps. The incident involved two vehicles with the at-fault driver identified as H. Caton and the responsible party identified as J. Cain.

Attached is a check from Harbor Insurance in the amount of \$17,709.45. The actual amount of damage totaled \$33,143.93 however the at-fault driver had an insurance policy maximum of \$25,000 and \$7,290.55 had already been paid to the no-fault driver. Staff of the Legal Department and Traffic Department discussed this matter and agreed to accept payment of \$17,709.45, as settlement. It was determined that the pursuit of payment using alternative means was unlikely to result in the collection of funds equal to that offered by insurance.

Please advise if further information is needed.

Attachment

cc: Scott Sturtz, Interim Director of Public Works
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Revenue Collection Supervisor
Ryan Riddel, Assistant City Attorney

HARBOR INSURANCE COMPANY 25-9
4501 EAST 31ST STREET • TULSA, OK 74135 • (918) 492-1446

**ARVEST
BANK**

Arkansas
Missouri
Oklahoma
arvest.com

81-87/829

CSB

DRAFT NO. **145891**

POLICY NO. [REDACTED]		LOSS DATE 7/31/24	INSURED CAIN, [REDACTED]	DATE 9/12/24	Item 20.
TRAN CODE 112	SUFFIX CODE 004	CLERK SLG	COVER CODE PD		

UPON ACCEPTANCE

PAY **17,709** Dollars **45** Cents

DOLLARS \$ *****17,709.45*

Must Be Endorsed By All Payees

TO THE
ORDER OF CITY OF NORMAN

0003575736

NPD# 2024-00055320

17,709.45

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-62 AND APPROVAL OF THE RELEASE OF CASH SURETY BOND B-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING A PARTIAL EXEMPTION FROM CURRENT SUBDIVISION STANDARDS RELATING TO 911, 913 AND 915 WILSON STREET (LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF SOUTH PICKARD AVENUE AND WILSON STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT. AND/OR POSTPONEMENT OF RESOLUTION R-2425-62 AND APPROVAL OF THE RELEASE OF CASH SURETY BOND B-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING A PARTIAL EXEMPTION FROM CURRENT SUBDIVISION STANDARDS RELATING TO 911, 913 AND 915 WILSON STREET (LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF SOUTH PICKARD AVENUE AND WILSON STREET)

BACKGROUND:

The property is located at the northeast corner of the intersection of South Pickard Avenue and Wilson Street. A large platted lot was short form platted into three lots with the approval of Planning Commission at its meeting of May 12, 2022. The previous owner had posted a subdivision bond and cash surety to secure sidewalks in order for the short form plat to be filed with the Cleveland County Clerk. Short Form Plat No.SFP-2122-7 was filed of record with the Cleveland County Clerk on June 22, 2022. The owner of 907 Wilson objected to the three lots and purchased the property with the intent to leave the property vacant.

DISCUSSION:

The current owner, Ms. Jamie Belknap through her engineer, Mr. John Jackson, Jackson & Jackson Engineering, Inc.. requests a partial exemption from City of Norman Current Standards via Subdivision Regulation 30-604 so as to a Short Form Plat. Mr. Jackson's attached report dated speaks directly to the statement in 30-604 "...request shall be accompanied by a report from a Registered Professional Engineer licensed to practice in the State of Oklahoma. Such report shall contain a complete accounting of the infrastructure that had been previously accepted and its ability to service the lots that are proposed." To summarize Mr. Jackson's report concerning Current Infrastructure IE: a.) there are no sidewalks adjacent to Pickard Avenue on the east side from West Lindsey Street to Timberdell Road. There are no sidewalks on either side of Wilson Street; and b.) all public street paving, water and sanitary sewer improvements are available for the property. Mr. Jackson states "there will be no compromise to existing accepted public improvements" by creating two lots and "If granted, will not compromise the health, safety, or welfare of any current or future occupant or neighbor."

RECOMMENDATION:

It is recommended that City Council adopt the following option:

1. Approve Resolution No. R-2425-62 with the exemptions of public sidewalks in connection with South Pickard Avenue and Wilson Street and direct the Development Committee release the obligation with Subdivision Bond No. B-2223-33 and direct the return of cash surety in the amount of \$9,975 to the owner, Ms. Jamie Belknap.

R-2425-62

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING A PARTIAL EXEMPTION FROM CURRENT SUBDIVISION STANDARDS RELATING TO 911, 913 and 915 WILSON STREET. (LOCATED AT NORTHEAST CORNER OF THE INTERSECTION OF SOUTH PICKARD AVENUE AND WILSON STREET)

- § 1. WHEREAS, the property at 911, 913 and 915 Wilson Street was annexed into the Corporate City Limits with the adoption of Ordinance 716 on July 22, 1947; and
- § 2. WHEREAS, City Council on July 13, 1954, placed this property in the R-1, Single Family Dwelling District with the adoption of Ordinance 884; and
- § 3. WHEREAS, the owner, Ms. Jamie Belknap, is requesting the property remain vacant the required sidewalk improvements would be a sidewalk adjacent to South Pickard Avenue and Wilson Street; and
- § 4. WHEREAS, the Engineer representing the owner submitted a report that sidewalks do not exist adjacent to Pickard Avenue from West Lindsey Street to Timberdell and adjacent to Wilson Street from Pickard Avenue to Flood Avenue; and
- § 5. WHEREAS, the Engineer states “there will be no compromise to existing accepted improvements” by exempting the improvements, and “if granted, will not compromise the health, safety, or welfare of any current or future occupant or neighbor”; and

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

- § 6. That City Council, having carefully considered all of the information above and the request for exemption, finds that the health, safety or welfare of any current or future occupant or neighbor will not be compromised by the absence of sidewalks.
- § 7. That the City Council therefore grants the exemption as requested.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

**Engineers Report on Existing Infrastructure
for
911 - 915 Wilson Street
(Short Form Plat 2122-7)
Norman, Oklahoma**

JACKSON & JACKSON ENGINEERING, INC
5350 S. WESTERN, SUITE 210
OKLAHOMA CITY, OK 73109
(405)225-1978

TABLE OF CONTENTS

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EXISTING WATERLINE INFRASTRUCTURE..... 4

EXISTING SANITARY SEWER INFRASTRUCTURE..... 5

EXISTING STREET PAVEMENT AND DRAINAGE INFRASTRUCTURE..... 6

CONCLUSION 7

EXHIBIT 1: EXISTING FINAL PLAT

EXHIBIT 2: UTILITY EXHIBIT

EXHIBIT 3: DRAINAGE MAP

EXHIBIT 4: CLEVELAND COUNTY ASSESSOR'S PAGE

Engineers Report on Existing Infrastructure for 911, 915, and 919 Wilson Street, Norman, Oklahoma

INTRODUCTION:

The Client, Jamie Belknap is proposing a Short Form Plat to divide the existing property at 911 Wilson Street into two lots. The intent is to remove the existing structure at this location and construct two new single-family residences. Per Sec. 30-604 of the City Code, she is requesting a partial exception from the procedural provisions requiring a preliminary and final plat. In addition, since the public infrastructure as required in Sec.30-503 of the City Code has been previously constructed and accepted by the City, she is requesting a partial exemption from the current standards from the City Council. She is also requesting an exception to the installation of sidewalks as required by Sec. 30-509 of the City Code. As required by Sec.30-604, this companion report has been prepared by a Registered Professional Engineer licensed to practice in the State of Oklahoma. This report contains a complete accounting of the infrastructure that has been previously accepted and its ability to service the additional lot that is proposed.

The properties at 911, 915 and 919 Wilson Street are also known in the Cleveland County Oklahoma Assessor's Office as Tract 1, Tract 2 and Tract 3 Wilson Corner Short Form Plat (see attached Exhibit 1 - Existing Final Plat and Exhibit 4 - Cleveland County Assessor's Page). This properties are located at the northeast corner of the intersection of Wilson Street and S. Pickard Avenue in a well-established neighborhood in South-Central Norman that was platted and constructed in the 1950's.

EXISTING WATERLINE INFRASTRUCTURE

The properties at 911, 915, and 919 Wilson Street are serviced by an existing 6" PVC waterline located along the South side of Wilson Street (see attached Exhibit 2 - Utility Exhibit). This existing waterline is a part of a looped waterline system which connects with another existing 8" waterline on Flood Avenue and an existing 6" waterline on Pickard Avenue. There is an existing fire hydrant at the southeast corner of the intersection of Wilson Drive and Pickard Avenue. The property is served by a single water service connection and the new lot will require a new single water service connection.

EXISTING SANITARY SEWER INFRASTRUCTURE

The properties at 911, 915, and 919 Wilson Street are served by an existing 8" sanitary sewer line located adjacent to the North and West property lines in an existing utility easement (see attached Exhibit 2

- Utility Exhibit). The properties each will require new single sewer service connection.

EXISTING STREET PAVEMENT AND DRAINAGE INFRASTRUCTURE

The properties at 911, 915, and 919 Wilson Street are served by Wilson Street that is an existing concrete street with curbs and gutters. The pavement appears to be in fair condition. Stormwater runoff drains into an existing storm sewer pipes via street inlets and is conveyed to the west.

Again, there does not appear to be any visible erosion or scouring caused by the stormwater runoff and the existing drainage system appears to function adequately.

CONCLUSION

The properties at 911, 915, and 919 Wilson Street are located in a well-established neighborhood in South-Central Norman that was platted and constructed in the 1950's. The existing infrastructure in this neighborhood functions properly and there are no foreseeable improvements needed or planned in the neighborhood.

For the properties at 911, 915, and 919 Wilson Street, the public infrastructure as required by Sec.30-503 of the City code has been previously constructed and accepted by the City of Norman except for sidewalks. Ms Belknap is requesting an exception to the installation of sidewalks as required by Sec. 30-509 of the City Code. It appears to be functioning as intended and should have the ability to service the additional lot that is being proposed by the developer (with the exception of adding service connections for water and sewer).

John D. Jackson
John D Jackson, P.E.

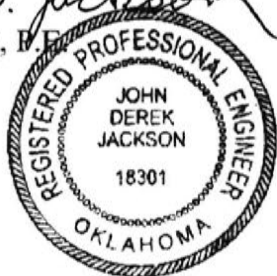
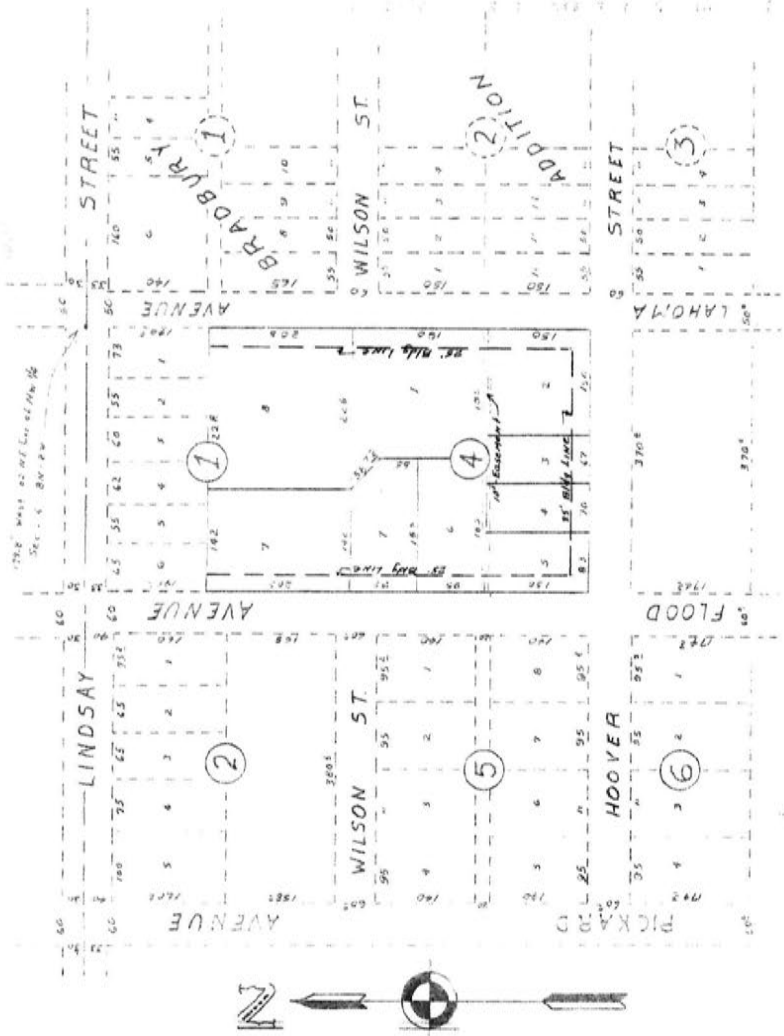


EXHIBIT 1 - EXISTING FINAL PLAT

61
AMENDED PLAT OF SOUTH
1/2 OF BLK. 1 & ALL OF BLK. 4 OF
OAKRIDGE ADDITION
NORMAN To OKLAHOMA



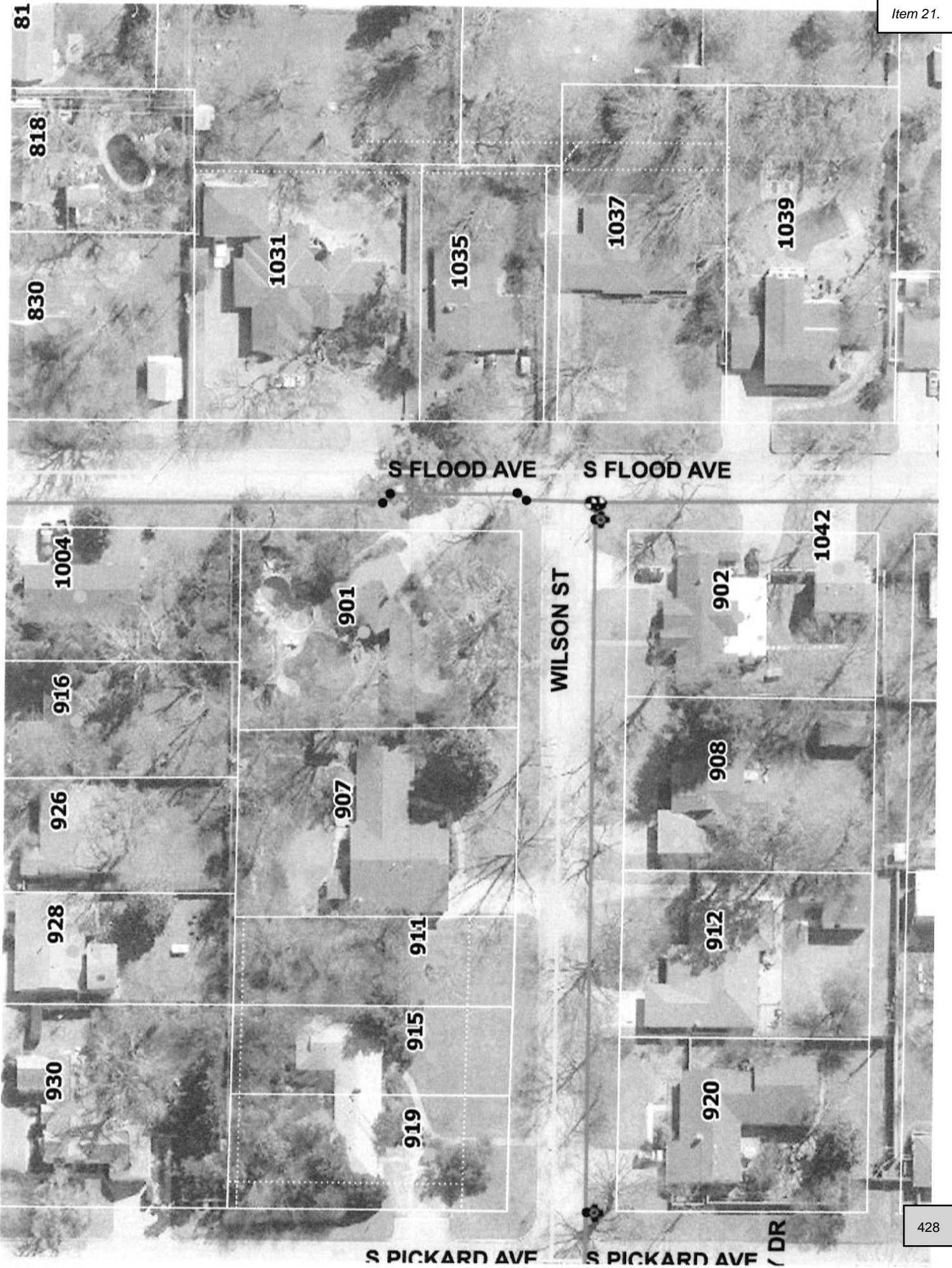
SYMBOLS
● IRON PINS
--- THIS ALLEVIATION
--- ADJOINING ADDITION
SCALE 1" = 100'

See plat 10-11-1948
See plat 10-11-1948

Mrs. M. O. Williams

3750
STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
July 3 1948 12:15 PM
HELEN JANING, CLERK
By *Stacy*

EXHIBIT 2 - WATER AND SANITARY SEWER UTILITY



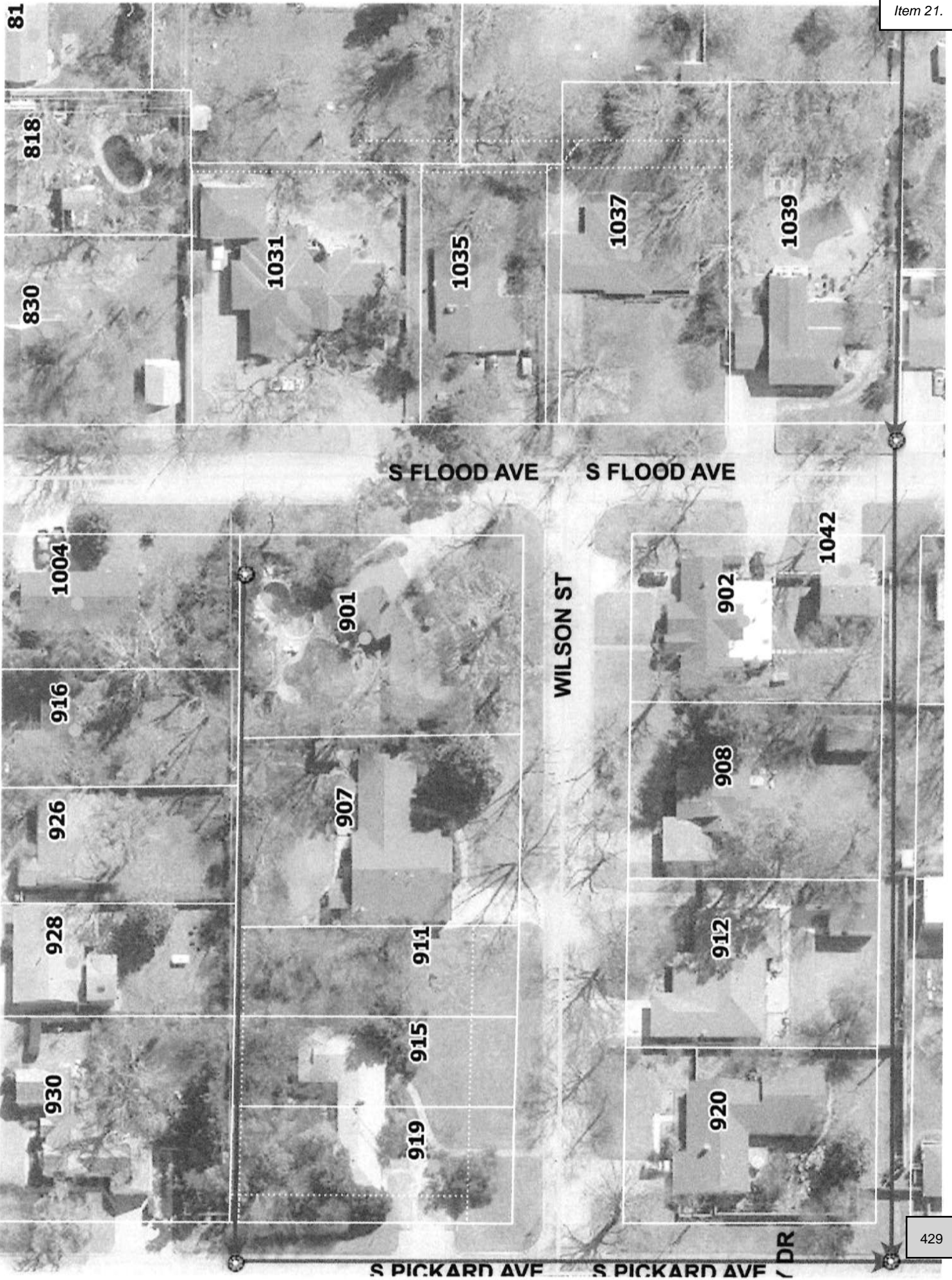


EXHIBIT 3 - DRAINAGE MAP

EXHIBIT 4 – CLEVELAND COUNTY ASSESSOR'S PAGE

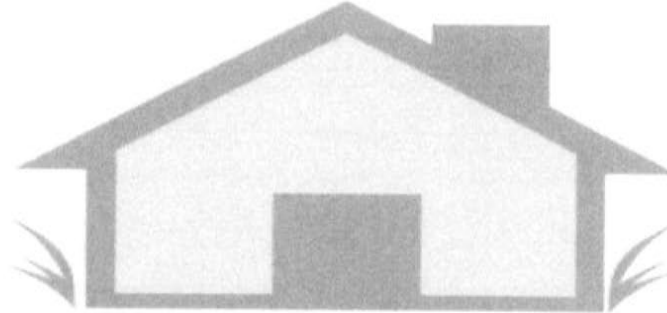


Account #: 192945 / Parcel ID: NC290AKRD 2
006
911 WILSON ST

CURRENT BELKNAP, JAMIE-REV TRT
907 WILSON ST
NORMAN OK 73072

Current Market Value
\$101,700

No Photo Available



KEY INFORMATION

Tax Year	2024		
Land Size	0.18000	Land Units	AC
Class	Urban Reside	School District	NORMAN CITY 29
Section	6	Township	8
Range	2W	Account Type	Residential
Legal Description	OAK RIDGE PRT BLK 2 BEG 110.10' E SW/C BLK 2 N157.91' E50' S157.91' W50.10' POB AKA TR 3 WILSON CORNER SHORT FORM PLAT		
Mailing Address	BELKNAP, JAMIE-REV TRT, 907 WILSON ST, NORMAN, 73072, 73072		



Cleveland County Oklahoma Assessor's Office

Account #: 192943 / Parcel ID: NC29OAKRD 2
004
919 WILSON ST

CURRENT BELKNAP, JAMIE-REV TRT
907 WILSON ST
NORMAN OK 73072

Current Market Value
\$103,050

KEY INFORMATION

Tax Year	2024		
Land Size	0.22000	Land Units	AC
Class	Urban Reside	School District	NORMAN CITY 29
Section	6	Township	8
Range	2W	Account Type	Residential
Legal Description	OAK RIDGE PRT BLK 2 BEG SW/C BLK 2 N157.91' E60.10' S157.91' W60.10' POB AKA TR 1 WILSON CORNER SHORT FORM PLAT		
Mailing Address	BELKNAP, JAMIE-REV TRT, 907 WILSON ST, NORMAN, 73072, 73072		

ASSESSMENT DETAILS

Market Value	\$103,050
Taxable Value	\$103,050
Land Value	\$103,050
Gross Assessed Value	\$12,366
Adjustments	\$0
Net Assessed Value	\$12,366
View Taxes for R0192943	



SUBDIVISION BOND/CASHIER'S CHECK

WHEREAS, the undersigned, Harbor Homes Inc hereinafter referred to as Principal has deposited with the City of Norman a cashier's check in the amount of \$ 9975.00 to be drawn on Armstrong Bank cashier's check and for the term of two years; and 90 Days.

WHEREAS, the said Principal is required to furnish to the City said cashier's check to insure the construction of required improvements, said account represented by said cashier's check to be due and payable to the City of Norman upon failure of the Principal to perform the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said subdivision bond and cashier's check.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Principal has deposited the amount of Nine Thousand Nine Hundred Seventy Five and ^{no}/₁₀₀ in a cashier's check number _____, as is represented by a cashier's check delivered to the City of Norman. The Principal is firmly held and bound unto said City in the penal sum of Nine Thousand Nine Hundred Seventy Five and ^{no}/₁₀₀ Dollars, (\$ 9975.00) in lawful money of the United States of America, same being 100% of the costs of the cost of required improvements herein referred to for the payment of which, will and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

The Conditions of this obligation are such that:

WHEREAS, PRINCIPAL has submitted to the CITY a final plat for subdivision of a tract of land described as follows:

- A. Name of Subdivision
- B. Legal description: Wilson Corner
Shor Form Plat No. SFP-2122-7

AND, WHEREAS, PRINCIPAL on the date of this bond and cashier's check has not installed nor completed the aforementioned subdivision certain improvements and utilities in accordance with requirements, ordinances, specifications, and subdivision rules and regulations of the CITY, as well as approved final construction plans and specifications, to wit:

1. Streets	\$ _____
2. Sidewalks	\$ <u>9975.00</u>
3. Water Lines and Appurtenances	\$ _____
4. Sanitary Sewer Lines	\$ _____
5. Storm Sewer and other Drainage	\$ _____
Total	\$ <u>9975.00</u>

AND, WHEREAS, PRINCIPAL has, pursuant to the ordinances of the CITY elected to file this bond or cashier's check in lieu of actual completion of improvements and utilities in the aforementioned subdivision.

NOW, THEREFORE, if the PRINCIPAL shall, within two (2) years from date of approval of this bond or cashier's check, faithfully install and complete improvements, specifications, and subdivision rules and regulations of the CITY, as well as approve final construction plans and specifications, said funds or cash will be returned upon request of the Principal to the City of Norman, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, the day and year first above written.

Executed and delivered this 7 day of June, 2022.

[Handwritten Signature]
Principal

BY: Ben T. Gray
President
Harbor Homes Inc

Title

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 7 day of June, 2022, personally appeared Ben T. Gray, to me known to be the identical person(s) who executed the foregoing subdivision bond 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.

[Handwritten Signature]
Notary Public



My Commission Expires: March 19, 2026

Approved as to form and legality this 14 day of June, 2022.
[Handwritten Signature]
City Attorney

Approved by the Norman Development Committee this 21 day of June, 2022 and authorizing the Mayor of the City of Norman to sign this subdivision bond.

Mayor

ATTEST:

City Clerk

B-2122-93



REMITTER: HARBOR HOMES INC
SUBDIVISION BOND SIDEWALKS

DATE 6/07/22

VOID AFTER 90 DAYS

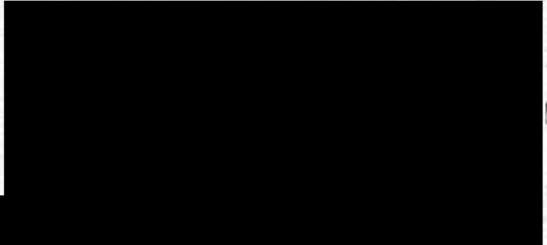
PAY TO THE ORDER OF CITY OF NORMAN*****

EXACTLY **9,975 AND 00/100 DOLLARS

\$ 9,975.00

CASHIER'S CHECK

Notice to Customer: A Stop Payment Order cannot be placed on this check by a customer. If this check is Lost or Stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an Indemnity Bond to protect the Bank against loss.



REMITTER: HARBOR HOMES INC
SUBDIVISION BOND SIDEWALKS

DATE 6/07/22

CITY OF NORMAN*****

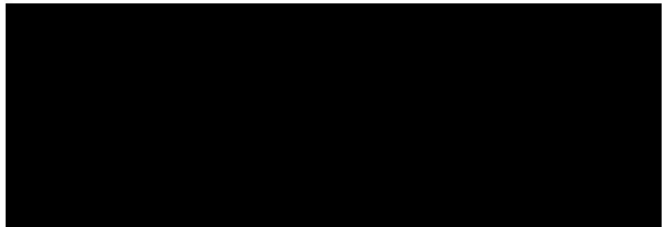
EXACTLY **9,975 AND 00/100 DOLLARS

\$ 9,975.00

CUSTOMER - FILE COPY

CASHIER'S CHECK

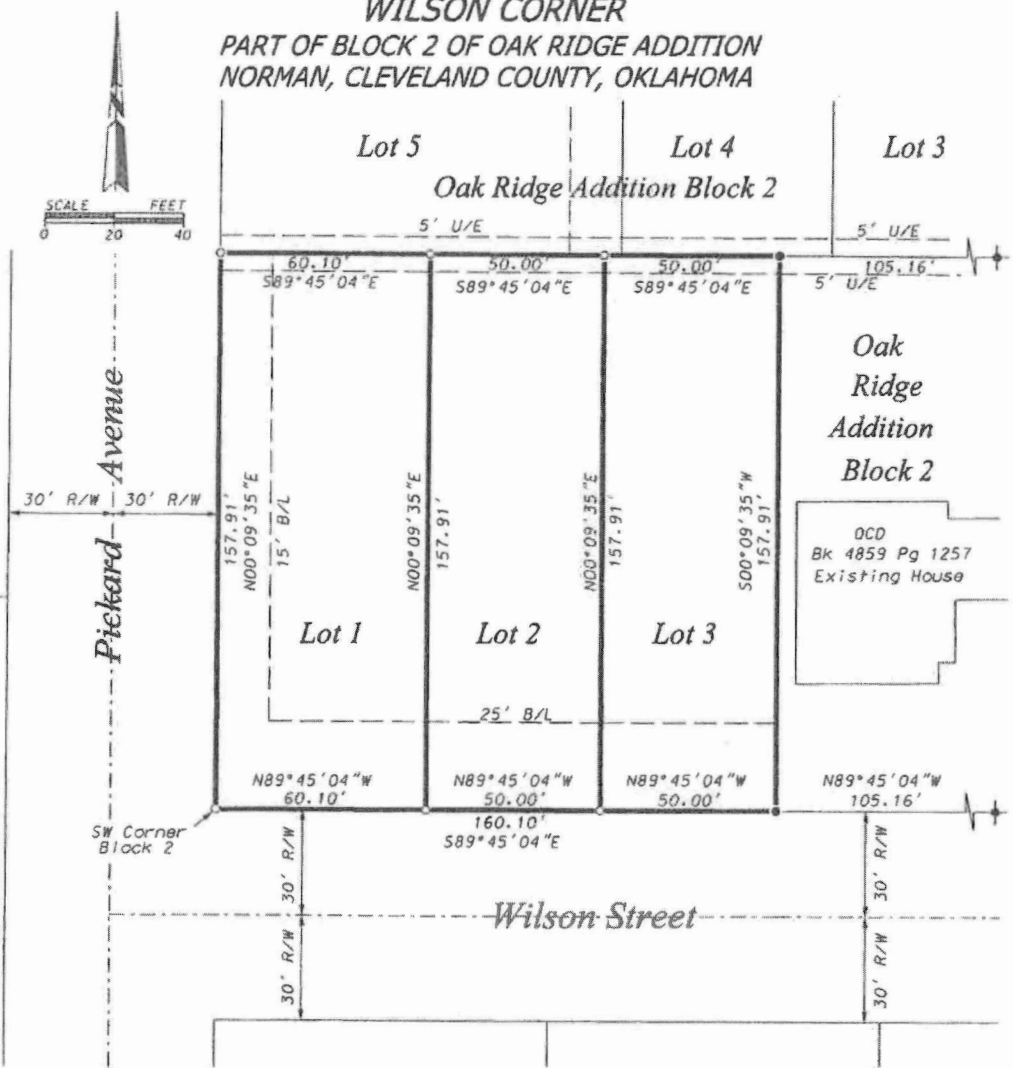
Notice to Customer: A Stop Payment Order cannot be placed on this check by a customer. If this check is Lost or Stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an Indemnity Bond to protect the Bank against loss.



SHORT FORM PLAT

WILSON CORNER

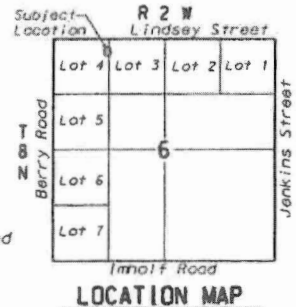
PART OF BLOCK 2 OF OAK RIDGE ADDITION
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Note: Bearings Are Based On An Arbitrary Bearing of $S89^{\circ}45'04''E$ Between Existing Monuments on the South Line of Block 2 of Oak Ridge Addition to Norman, Cleveland County, Oklahoma As Recorded in Plat Book 2 Page 63 Dated May 29, 1940 in the Cleveland County Clerk's records.

- (-x-x-x-) - Indicates Existing Fence Line.
- (●) - Indicates Existing $3/8''$ Iron Pin or Monument As Noted
- (○) - Indicates Set $1/2''$ Iron Pin With Plastic Cap Marked " PLS 1474"
- (U/E) - Indicates Platted Utility Easement.
- (B/L) - Indicates Platted Building Line Set Back
- (R/W) - Indicates Platted Street Right-of-way

According to the Flood Insurance Rate Map (FIRM) Community Panel Number 40027C0280J with an effective date of January 15, 2021. The subject tract is located in Zone "X". Zone "X", is defined as "Areas of Minimal Flood Hazards".



POLLARD & WHITED SURVEYING, INC. 2514 Tee Drive Norman, OK 73069 405-366-0001 ca 2380 exp. 6-30-23 timepwsurveying.com	Harbor Homes Ben Gray Short Form Plat Part of Block 2 of Oak Ridge Addition Norman, Cleveland County, Oklahoma March 24, 2022 File: Oakridge Addition.dgn
	Drawn By: T. Pollard Sheet 1 of 3

City Council Agenda

November 12, 2024

ITEM: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION NO. R-2425-62: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING A PARTIAL EXEMPTION FROM CURRENT STANDARDS.

INFORMATION: The property owners/engineer have submitted a request for a partial exemption from the current standards for 911-915 Wilson Street. Mr. John Jackson, Jackson and Jackson Engineering, Inc. has provided an assessment of current infrastructure that had been previously accepted and functioning properly, and could have been utilized with the submittal of a short form plat. Based upon the facts that the health, safety, or welfare of any current or future occupant neighbor will not be compromised.

Short Form Plat No.SFP- 2122-7 for Wilson Corner was approved by Planning Commission, at its meeting of May 12, 2022. The owner/developer at that time submitted Subdivision Bond No. 2122-93 and a check in the amount of \$9,975.00 to secure sidewalks. Since that time, the new owners, Jamie Belknap, also owner of 907 Wilson Street purchased 911, 915, 919 Wilson Street with the intent of leaving the property vacant. Not knowing at the time she could request a partial exemption of the sidewalks for 911, 915 and 919 Wilson Street, she posted a subdivision bond and cash surety securing sidewalks. The sidewalk bond is expiring and based on the fact she has no desire to develop the lots she is requesting through her engineer an exemption of the sidewalks and return of her cash surety securing the sidewalks.

Copies of an advisory memorandum, location map, and engineer's report are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject Resolution No. R-2425-62 concerning partial exemptions; and, if accepted, direct the release of the obligation with the subdivision bond and return of cash surety to the owner.

ACTION TAKEN: _____

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$12,432.76 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR THE REPAIR OF CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Ryan Riddel, Assistant City Attorney

PRESENTER: Ryan Riddel, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$12,432.76 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT FOR THE REPAIR OF CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

BACKGROUND:

Funding is required to repair City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted two (2) payments to the City totaling \$12,432.76. This item requests appropriation of these funds to pay for vehicle repairs.

DISCUSSION:

Insurance reimbursement has been received for the following incidents:

On November 15, 2023, a Transit Division bus (Unit 5-2331) received damage when it was struck by another driver that crossed the median. The bus was repaired immediately so it could be returned to service and Transit Division funds were utilized to pay for the repair invoice. Subsequently, State Auto Mutual insurance determined their driver to be at fault and payment for damage costs was collected by ACM and remitted to the City in the amount of \$10,046.83.

On April 29, 2024, a Police Department vehicle (Unit 1164) with activated flashing lights received damage when it was struck by another driver who failed to yield to this emergency vehicle. Progressive insurance determined their driver to be at fault and payment for damage costs was collected by ACM and remitted to the City in the amount of \$2,385.93.

The collections outlined above, which total \$12,432.76, were received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account on October 14 and October 18, 2024, respectively.

Staff now submits this request to reimburse the Transit Division for their expense as well as to place funds into the Fleet vehicle repair account for the police unit.

RECOMMENDATION:

Staff recommends the approval of R-2425-63 for the appropriation of \$12,432.76 from the Risk Management Fund, Refunds/Reimbursements (Account 439-365264) to the Public Transit Fund, Transit Maintenance & Repair Services-Auto (\$10,046.83; Account 27550276-44201) and to Miscellaneous Services/Uninsured Losses (\$2,385.93; Account 43330104-44798) for the reimbursement of repairs to City of Norman vehicles.

R-2425-63

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$12,432.76 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS TO CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS.

- § 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and
- § 2. WHEREAS, ACM remitted two (2) payments to the City in the amount of \$10,046.83 and \$2,385.93 representing funds received from insurance. These funds were forwarded for deposit into the City’s Refunds/Reimbursements Miscellaneous Risk Management Account on October 14, 2024, and October 18, 2024, respectively; and
- § 3. WHEREAS, these funds should be appropriated to the City Transit Division account and to the City Fleet vehicle repair account so reimbursement can be made;

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

§ 4. THAT the following appropriations be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Transit Maintenance & Repair Svs.-Auto	439-365264	27550276-44201	\$10,046.83
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	\$ 2,385.93
		TOTAL	\$12,432.76

PASSED AND ADOPTED this 12th day of November, 2024.


Mayor

ATTEST:

City Clerk





DATE: October 14, 2024
TO: Clint Mercer, Chief Accountant
FROM: Sarah Encinias, Legal Admin Tech 
SUBJECT: City of Norman Debt Recovery – Damage to Fleet Vehicle

office memorandum

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party’s insurance company and sends payment to the City.

Attached is check #9905035626 from ACM in the total amount of \$10,046.83. This payment represents damage reimbursement from an insurance company for the incident described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
5-2331	11/15/2023	B. Brazell	State Auto Mutual	\$ 10,046.83

Attachment

- cc: Scott Sturtz, Interim Director of Public Works
 Taylor Johnson, Transit Planner and Grants Specialist
 Mike White, Fleet Program Manager
 Jeff Parker, Transit Repair Supervisor
 Jennell James, Fleet Service Writer
 Barbara Andros, Revenue Collection Supervisor
 Ryan Riddel, Assistant City Attorney

Remittance Info: Inv C-23022

Alternative Claims Management



JPMorgan Chase Bank, N.A.

Verify: 888-237-9615

90-7162/3222

9905035626

Item 22.

9/27/24

PAY TO THE ORDER OF NORMAN POLICE DEPARTMENT

\$ 10046.83

Ten Thousand Forty-Six and 83/100

DOLLARS



From: Alternative Claims Management
Pay To: NORMAN POLICE DEPARTMENT

Date: 9/27/2024

Check #: 9905035626

Invoice Number

Bill Amount

Bill Payment Amount

C-23022 \$10,046.83 \$10,046.83

Total \$10,046.83

Get paid up to 7 days earlier with BILL!

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OR

Go to bill.com/epay and enter this code:

oir01kih

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DATE: October 18, 2024
TO: Clint Mercer, Chief Accountant
FROM: Sarah Encinias, Legal Admin Tech *[Signature]*
SUBJECT: City of Norman Debt Recovery – Damage to Fleet Vehicle

office memorandum

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party’s insurance company and sends payment to the City.

Attached is check #9905489182 from ACM in the total amount of \$2,385.93. This payment represents damage reimbursement from an insurance company for the incident described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
1164	4/29/2024	N. Patel	Progressive	\$ 2,385.93

Attachment

- cc: Kevin Foster, Chief of Police
 Chad Vincent, Major, Police Department
 Mark Delgado, Light Repair Supervisor
 Jennell James, Fleet Service Writer
 Barbara Andros, Revenue Collection Supervisor
 Ryan Riddel, Assistant City Attorney

Remittance Info: Inv C-23123

Alternative Claims Management



JPMorgan Chase Bank, N.A.

Verify: 888-237-9615
90-7162/3222

9905489182

Item 22.

10/11/2024

PAY TO THE ORDER OF NORMAN POLICE DEPARTMENT

\$ 2385.93

Two Thousand Three Hundred Eighty-Five and 93/100

DOLLARS



From: Alternative Claims Management
Pay To: NORMAN POLICE DEPARTMENT

Date: 10/11/2024
Check #: 9905489182

Invoice Number	Bill Amount	Bill Payment Amount
C-23123	\$2,385.93	\$2,385.93
Total		\$2,385.93

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OR

Go to bill.com/epay and enter this code:

oir01kih

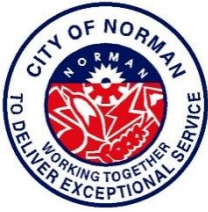


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File Attachments for Item:

23. CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A RESOLUTION R-2425-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CREATING POLICIES AND PROCEDURES FOR THE OFFICE OF THE CITY AUDITOR: A RECOGNIZED STATEMENT OF THE PURPOSE, AUTHORITY, AND RESPONSIBILITY OF INTERNAL AUDIT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/12/2024

REQUESTER: Shaakira Calnick

PRESENTER: Shaakira Calnick, City Auditor

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A RESOLUTION R-2425-67: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CREATING POLICIES AND PROCEDURES FOR THE OFFICE OF THE CITY AUDITOR: A RECOGNIZED STATEMENT OF THE PURPOSE, AUTHORITY, AND RESPONSIBILITY OF INTERNAL AUDIT.

BACKGROUND:

The Office of the City Auditor was established to ensure transparency, accountability, and efficiency in City operations. However, to fulfill its mandate effectively, there is a need to establish formal policies and procedures that govern the office's responsibilities, operational standards, and reporting practices.

DISCUSSION:

The purpose of this resolution is to:

- Codify policies and procedures to guide the Office of the City Auditor.
- Define the scope of authority, roles, and responsibilities.
- Establish protocols for conducting audits, handling findings, and reporting results to the City Council.
- Ensure independence, integrity, and consistency in all audit activities.

Key Components of the Proposed Policies and Procedures

A. Scope and Authority

- Outlines the scope of the auditor's authority, including access to records, personnel, and any necessary documentation.
- Defines the auditor's role in identifying and mitigating risks, providing recommendations, and enhancing operational efficiency.

B. Audit Standards

- Establishes adherence to professional auditing standards (e.g., Government Auditing Standards).

- Requires audits to be conducted with professionalism, objectivity, and impartiality.
- C. Independence and Ethics**
 - Ensures the independence of the City Auditor and staff from City administration.
 - Enforces ethical standards and guidelines for all audit-related activities.
- D. Audit Planning and Execution**
 - Sets procedures for the development of an annual audit plan, approved by the City Council.
 - Details the steps in executing audits, from preliminary review to final reporting.
- E. Reporting Requirements**
 - Outlines reporting protocols to present findings, recommendations, and progress updates to the City Council.
 - Specifies procedures for follow-up on audit findings to ensure corrective actions are taken.
- F. Public Transparency and Accountability**
 - Establishes guidelines for public disclosures of audit reports to maintain transparency.
 - Develops mechanisms for public feedback and community engagement in audit processes.
- G. Compliance and Continuous Improvement**
 - Sets a framework for monitoring compliance with audit recommendations.
 - Establishes a feedback loop for continuous improvement of policies and procedures.

Expected Benefits

- **Enhanced Accountability:** Provides a structured approach to accountability in City departments.
- **Increased Efficiency:** Promotes operational improvements across City functions.
- **Risk Mitigation:** Identifies and mitigates risks that could affect City operations.
- **Public Trust:** Strengthens public trust by promoting transparency and ethical governance.

Fiscal Impact

There are no anticipated significant fiscal impacts associated with adopting these policies and procedures. The resolution will primarily require administrative efforts to implement.

CONCLUSION AND RECOMMENDATION:

The adoption of these policies and procedures is essential to the effective operation of the Office of the City Auditor. It is recommended that the City Council approve this resolution to ensure a structured, transparent, and accountable auditing function within the City.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA,
CREATING POLICIES AND PROCEDURES FOR THE OFFICE OF THE CITY
AUDITOR: A RECOGNIZED STATEMENT OF THE PURPOSE, AUTHORITY, AND
RESPONSIBILITY OF INTERNAL AUDIT.**

WHEREAS, Article V, Section 3, of the Charter of the City of Norman provides that the City Auditor shall be selected by the City Council; and

WHEREAS, the Office of the City Auditor is established within the City of Norman, and its duties delineated, by Article V, Section 3 of the City of Norman Charter; and

WHEREAS, Mayor and City Council adopt certain policies and procedures in the above regard by resolution as deemed necessary; and

WHEREAS, recognizing that development of the triennial audit plan is a comprehensive and on-going process and recognizing that many audits and special projects performed by the City Auditor span multiple fiscal years, it is reasonable to create the policy to require that an audit plan covering a three year period be submitted for review and approval by the Finance Committee and Mayor and Council.

WHEREAS, the City Auditor has developed and the Finance Committee has reviewed the attached policy and procedure which is incorporated herein and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Norman that they do hereby adopt and direct the City Auditor to implement the attached Policies and Procedures for the Office of the City Auditor.

ADOPTED by the Council and **SIGNED** by the Mayor of The City of Norman the ___day of November 2024.

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this ____day of November.

City Attorney

**THE CITY OF NORMAN
OFFICE OF THE CITY AUDITOR
POLICIES AND PROCEDURES**

1. The City Auditor represents the City of Norman, as constituted by the duly elected Mayor and Council under Article V, Section 3 of the City Charter, and shall discharge his or her responsibilities accordingly.

2. The City Auditor shall advise the Mayor and Council of any existing or potential personal or external impairments to his or her independence in all matters relating to the performance of his or her responsibilities as the City Auditor.

3. The City Auditor shall receive: a) copies of the financial statements and reports of the City of Norman and all its divisions and departments; b) copies of all audit reports and letters to management regarding internal controls; and c) consultants reports on matters affecting the operations of the City.

4. The City Auditor shall have access to, and perform examination of, necessary documentation, policies, procedures, processes, staff, and facilities relevant to performing audit engagements (consultations, periodic audits and fraud investigations), pursuant to Article III, Section 6 of the City of Norman Charter, and Article V, Section 3 of the City of Norman Charter.

5. Director's responses to audit findings or recommendations of the City Auditor shall be submitted to the City Auditor in writing on a timely basis. Responses shall indicate what actions have been and/or will be taken in regard to specific findings and recommendations in the internal audit report, with additional comments as deemed appropriate by the respective Department Head(s).

6. The City Auditor shall advise whether appropriate action has been taken on reported audit findings and shall report the status to Mayor and Council.

7. The operations of the Office of the City Auditor shall be conducted in accordance with generally accepted government auditing standards and related internal auditing standards insofar as they are compatible with Oklahoma law and the Charter and Ordinances of The City of Norman.

8. Request for internal audit services, related to financial, operational, or compliance reviews, consultations, or investigations of suspected fraud, from the City Manager or Department Heads shall be written or confirmed in writing with the City Auditor. Requests shall define the scope and timing of services requested.

9. The City Auditor shall submit an audit plan once every three years covering a three year period for review and approval by the Finance Committee and Council. The audit plan may be amended as follows:

- a. If the City Auditor determines that there is serious concern regarding fraud, abuse, or illegality, or that the scope of an audit in progress should be expanded as the result of any findings, the City Auditor is authorized to amend the audit plan as appropriate. The City Auditor shall notify the Finance Committee and the Mayor and Council of the amendment.
- b. The audit plan may otherwise be amended following notification to and opportunity for comment by the Finance Committee and the Mayor and Council. Such amendments may be initiated by the Mayor and Council, Finance Committee, or the City Auditor.

10. Periodic progress reports reflecting the status of performance under approved audit plan shall be presented to the Finance Committee and provided to Mayor and Council.