

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 13, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MINUTES OF MAY 3, 2022

CITY COUNCIL MINUTES OF JULY 26, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 26, 2022

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2022, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 29 be placed on the consent docket.

First Reading Ordinance

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-2 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST 20 FEET OF LOT FIFTY (50) AND ALL OF LOT FIFTY-ONE (51), IN BLOCK TWO (2), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND REMOVE AND THE WEST 25 FEET OF BLOCK NINE (9), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)
4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FORTY-EIGHT (48) AND FORTY-NINE (49), IN BLOCK FOUR (4), OF STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (765 JENKINS AVENUE)
5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA,

AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHT (8), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR RESIDENTIAL USES; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF EAST TECUMSEH ROAD AND 12TH AVENUE N.E.)

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USE IN THE A-1, GENERAL AGRICULTURAL DISTRICT FOR PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF E. ROBINSON STREET APPROXIMATELY 2,000' EAST OF 24TH AVENUE N.E.)
7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2223-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.
8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-13 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

- 9. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR’S APPOINTMENT AS FOLLOWS:

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 09-13-22 TO 08-13-25: SHELLEY COX, WARD 3

Final Plat

- 10. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR FLINT HILLS, SECTION 1, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF TRAFFIC IMPACT FEES IN THE AMOUNT OF \$21,881.52. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF TECUMSEH ROAD AND ONE QUARTER MILE WEST OF 12TH AVENUE NW).
- 11. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR GREENLEAF TRAILS ADDITION, SECTION 12, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF A TRAFFIC IMPACT FEE IN THE AMOUNT OF \$13,470.18. (GENERALLY LOCATED ONE-QUARTER MILE EAST OF 12TH AVENUE N.W. AND ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD).
- 12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FOR HAMES ADDITION, A REPLAT OF LOT 1, BLOCK 1. (LOCATED AT 910 NORTH LAHOMA AVENUE.)

Contracts

- 13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-1011-154: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM TO PROVIDE CERTAIN HEALTH CARE SERVICES FOR WORKERS INJURED ON THE JOB AND INCLUDE THE SERVICES OF ORTHO CENTRAL.
- 14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-108: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MATTHEWS TRENCHING COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$121,881.37 FOR A REVISED CONTRACT AMOUNT OF \$1,058,368.63 AND ADDING 60 CALENDAR DAYS FOR THE 12TH AVENUE N.E., MANHOLE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$11,770.49.

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO ONE TO CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$97,432.50 FOR A REVISED CONTRACT AMOUNT OF \$1,301,251.50 ADDING 11 LOCATIONS OF CONCRETE PAVEMENT FAILURE FOR PERMANENT REPAIR AND ADDING 45 DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2,.
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-10: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023.
17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-9 AND CONTRACT K-2223-14: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., IN THE AMOUNT OF \$444,173 FOR THE FYE 2023 SIDEWALK CONCRETE PROJECT, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$30,906 FOR A REVISED CONTRACT AMOUNT OF \$475,079, PERFORMANCE BOND B-2223-17; STATUTORY BOND B2223-18; MAINTENANCE BOND MB-2223-8, RESOLUTION R-2223-10 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-19: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MESHEK AND ASSOCIATES, L.L.C. IN THE AMOUNT OF \$100,000 FOR THE FLOOD WARNING SYSTEM SCOPING PROJECT.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-36: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT, AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$60.77 PER DAY PER PRISONER.
20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-46: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED \$146,222 FOR WASTEWATER FLOW MONITORING SERVICES.
21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A 2023 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$59,464 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A LARGE-SCALE 3-DIMENSIONAL CRIME SCENE SCANNER FROM FARO TECHNOLOGIES, CONTRACT K-2223-48, AND BUDGET APPROPRIATION AS OUTLINED IN THE

STAFF REPORT.

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-50: A PERMIT AGREEMENT FOR PARKING SPACES IN THE RIGHT-OF-WAY BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KATY RENTALS, L.L.C., FOR AN ANNUAL AMOUNT OF \$150 PER SPACE RELATING TO PROPERTIES ADDRESSED AS 207 AND 209 MCCULLOUGH STREET.
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNITED WAY OF NORMAN IN THE AMOUNT OF \$114,000 FOR THE FACILITATION OF APPLICATION DEVELOPMENT AND REVIEW FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDS EARMARKED FOR NON-PROFITS AND BUDGET APPROPRIATION.

Resolutions

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-23: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING CHAIRMAN TO ACCEPT A WATERSMART APPLIED SCIENCE GRANT FROM BUREAU OF RECLAMATION FOR LAKE THUNDERBIRD PREDICTIVE LAKE OPTIMIZATION TOOL
25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,225 FROM THE ANIMAL WELFARE DONATIONS ACCOUNT TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.
26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY TAMMY LYNN ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF TAMMY L. ERICKSEN V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE 2021-06871 E AND DISMISSAL WITH PREJUDICE OF THE CLAIM FILED BY TAMMY L. ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION COURT STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF TAMMY L. ERICKSEN V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. 2022-15003 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION AND COURT OF EXISTING CLAIMS, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.
27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-34: A RESOLUTION OF THE COUNCIL

OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2223-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2023 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-28: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, DETERMINING THAT THE CREATION OF AN IMPROVEMENT DISTRICT TITLED "DOWNTOWN BUSINESS IMPROVEMENT DISTRICT" IS NECESSARY; INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

NON-CONSENT ITEMS

Second Reading Ordinance

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR THE SEVERABILITY THEREOF

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MINUTES OF MAY 3, 2022

CITY COUNCIL MINUTES OF JULY 26, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 26, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 26, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY 26, 2022



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/23/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MINUTES OF MAY 3, 2022

CITY COUNCIL MINUTES OF JULY 26, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JULY 26, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JULY 26, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JULY
26, 2022

CITY COUNCIL STUDY SESSION MINUTES

May 3, 2022

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Conference Room on the 3rd day of May, 2022, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray, 24 hours prior to the beginning of the meeting.

PRESENT:	Councilmembers Foreman, Holman, Lynn, Schueler, Studley, Tortorello, Mayor Clark
ABSENT:	Councilmembers Hall and Peacock

Item 1, being:

DISCUSSION REGARDING THE FYE 2023 CAPITAL IMPROVEMENTS PROGRAM BUDGET.

Mr. Jacob Huckabaa, Budget Technician, said tonight a budget review for FYE 2023 will be presented to Council along with the Capital Improvements Plan (CIP) for FYE 2024 through FYE 2027. Council was previously updated on funded projects and discussed Council priorities on November 16, 2021; and new projects were discussed on February 15, 2022.

Ms. Huckabaa highlighted all funds included in the CIP Budget as follows:

Special Purpose Capital Funds

- Public Safety Sales Tax Fund (PSST)
- Community Development Block Grant (CDBG) Fund
- Special Grants Fund
- Room Tax Fund
- Public Transportation and Parking Fund
- Capital Fund (Pay-As-You-Go or PAYGO)
- Capital Fund (General Obligation Bonds)
- NORMAN FORWARD Sales Tax Fund
- Park Land and Development Fund
- University North Park Tax Increment Finance (UNPTIF) District Fund
- Arterial Road Recoupment Fund
- Center City Tax Increment Finance District Fund

Enterprise Funds

- Water Fund
- Water Reclamation Fund
- Sanitation Fund
- Sewer Maintenance Fund
- New Development Excise Tax Fund

Item 1, continued:

Sources of revenue for all funds in FYE 2022 through FYE 2023 include Grants – 0.49%; Community Park Fee – 0.72%; User Fees – 21.40%; Capital Improvement Charge – .93%; Sewer Maintenance Rate – 5.74%; Sewer Excise Tax – 1.94%; Capital Sales Tax – 30.99%; Tax Increment Financing – 0.00%; Public Safety Sales Tax – 2.53%; NORMAN FORWARD Sales Tax – 7.63%; Room Tax - 0.10%; Bonds – 28.47%; and Private – 0.00% for total revenues of \$43,235,610.

Expenditures for all funds in FYE 2022-2023 include Capital Outlay – 11.15%; Maintenance of Existing Facilities – 0.61%; Personnel and Services – 3.92%; Street Maintenance – 18.17%; Transportation – 12.29%; Buildings and Grounds – 9.37%; Parks and Recreation – 18.46%; Water Reclamation – 7.68%; Sanitation – 2.76%; Stormwater – 4.68%; and Water – 10.92% for total expenditures of \$43,235,610.

Mr. Huckabaa said the Capital Improvements Fund (CIF) was established in 1976 to account for capital projects funded by capital sales tax receipts, general obligation bond issues, or specific matching funds, i.e., private and reimbursement. He said these projects support services that do not have dedicated special revenues like Enterprise Funds. Those projects relating to Enterprise Funds funded with fees and charges or special revenue sources are accounted for in their respective Enterprise Funds. He said 70% of one percent (0.7%) of sales tax is set aside for capital improvements for the Capital Fund and those approved projects for construction with this funding are accounted for in the CIF.

The capital sales tax guidelines to allocate revenue includes existing facility maintenance – 5%; general contingency – 7%; Capital Outlay – 27%; street maintenance – 25%; and other projects and debt service – 36%.

Mr. Huckabaa highlighted the status of the Capital Fund as follows:

- Capital Fund PAYGO
 - FYE 23 estimated available for new projects is a negative (\$3,393,406)
 - FYE 24 projected available for new projects is a negative (\$500,485)
 - FYE 25 projected available for new projects is \$1,731,238

FYE 2023 proposed Capital Outlay includes the following:

- General Fund
 - Computer Replacements - \$264,700
 - Fleet Replacements - \$2,155,485
 - Department requests including furniture replacements, various traffic signal/display replacements, body camera system, mosquito equipment upgrade, and time clocks - \$1,307,369
- Public Safety Sales Tax Fund
 - Fleet Replacements - \$287,792
 - Computer Replacements - \$4,000

Item 1, continued:

FYE 2023 proposed Capital Outlay, continued:

- Westwood Fund
 - Department requests including golf cart replacements and mower attachments - \$85,507
- Public Transportation and Parking Fund
 - Fleet Replacements - \$625,000
 - Cleveland County Courthouse Parking Pay Stations and Additional Cash Lock Boxes - \$32,448
- Enterprise Funds
 - Computer Replacements - \$8,000
 - Fleet Replacements - \$3,238,515
 - Department requests including a mixer, pumps, hoses, polycarts, and dumpsters - \$761,888

Significant projects underway in FYE 22/23 include:

- Total Maximum Daily Load (TMDL) Compliance and Monitoring Plan Implementation, Year Five - \$300,000;
- Lake Thunderbird TMDL Data Analysis and Plan Update, Years One through Five - \$270,531;
- Fire Station 9 – finishing miscellaneous small items/Fire Administration Building renovation – 85% complete;
- Engineering Design Criteria Update and Green Stormwater Infrastructure Review, Phase II - \$265,000;
- Traffic Management Center - \$3,300,000;
- Vehicle Wash Facility - \$1,800,000;
- Downtown Transit Center - \$1,200,000; and
- New Bus Stops Long Range Plan - \$160,000

Councilmember Holman asked Staff for a future update on the TMDL Plan.

Projects under construction in FYE 22/23 include:

- Municipal Complex Renovations - \$9,971,465;
- 36th Avenue N.W. Utility Relocation - \$1,433,000;
- I-35 and Robinson Street West Side - \$5,300,000 (includes ODOT match - complete);
- Classen Boulevard Sidewalks - \$229,296;
- Flood Avenue Sidewalks, Gray Street to Acres Street - \$250,000;
- Imhoff Road Bridge Emergency Repair Project - \$1,945,806.17 (substantially complete);
- Porter Avenue Streetscape - \$4,134,170;
- James Garner Avenue, Phase II - \$6,640,000;
- Gray Street Two-Way Conversion - \$4,816,000; and
- Constitution Street Multimodal Path - \$1,145,459.

Item 1, continued:

Councilmember Schueler asked if the Imhoff Creek Phase I Project is in the FYE 23 Budget and Mr. Shawn O’Leary, Director of Public Works, said no, but Imhoff Creek, Phase I from the bridge south to Highway 9 is in the five-year plan.

Mr. Huckabaa highlighted the 2021 Street Maintenance Bond Program that includes Classen Boulevard Urban Asphalt, Grover Lane Urban Reconstruction, and Franklin Road Rural Asphalt. He said the Street Maintenance Bond Program is a five-year \$27,000,000 program approved by voters on April 6, 2021.

The I-35 and Robinson Street West Side University North Park Tax Increment Finance District (UNPTIF) Project will include new westbound turn lanes, new eastbound lane just east of the bridge, new eastbound lane terminating at right turn lane, and shifting the intersection 225 degrees eastward. The total cost is \$6,125,207 with \$2,113,151 from UNPTIF funds and \$4,012,056 federal funds. Construction began in April 2021, and completed in April 2022.

Mr. Huckabaa highlighted the East Alameda Street Bond Project and 2012 Transportation Bond Program and said the project is fully funded with federal funds. Funds to complete the project are available in the 2012 Transportation Bond - \$1,085,000; 2016 Street Maintenance Bond Surplus Funds - \$2,452,000; and 2021 Street Maintenance Bond Program - \$216,480. He said construction will begin in April 2022.

The 36th Avenue N.W: Tecumseh Road to Indian Hills Road 2012 Transportation Bond Program widens two miles of roadway from two-lane to four-lane; installs new traffic signals at 36th Avenue N.W. and Franklin Road and 36th Avenue N.W. and Indian Hills Road; adds Stormwater Improvements and continuous sidewalks and accessibility; and improves access to Ruby Grant Park. The construction budget is \$17,800,000 and water line relocation will be completed in Fall, 2022, but construction is pending due to a delay in federal funds.

Mr. Huckabaa highlighted the 2019 Transportation Bond Program as:

- Porter Avenue and Acres Street - \$3,361,210 estimated cost - \$3,361,210 bond funds (complete); Traffic Management Center - \$3,366,000 estimated cost - \$3,000,000 federal funds secured - \$366,000 bond funds;
- Porter Avenue Streetscape - \$4,134,000 estimated cost - \$2,772,440 federal funds secured - \$1,361,740 bond funds;
- Gray Street Two-Way Conversion - \$3,468,240 estimated cost - \$1,765,853 federal funds secured - \$1,702,387 bond funds;
- James Garner Avenue: Acres Street to Duffy Street – bond budget - \$4,853,440 – other costs to be determined;
- Jenkins Avenue: Imhoff Road to Lindsey Street – bond budget - \$9,601,000 – other costs to be determined; and
- Constitution Street: Jenkins Avenue to Classen Boulevard bond budget - \$2,643,260 – other costs to be determined.

Item 1, continued:

The Porter Avenue Streetscape 2019 Transportation Bond Program is funded by General Obligation (GO) Bonds and a federal grant. Improvements include decorative lighting; pedestrian and ADA improvements; decorative concrete sidewalks; new bus stop; placemaking gateways; and landscaping. Construction is scheduled to begin in Fall 2022 and completed in Fall 2023 with an estimated total cost of \$4,124,170. This project will also provide landscaping at the new Public Transit Center.

The James Garner Avenue, Phase II, from Acres Street to Flood Avenue is a NORMAN FORWARD Project with funding from NORMAN FORWARD funds and a federal grant of \$4,825,733. Improvements include decorative lighting, new bridge over Robinson Street, extension of Legacy Trail, and landscaped median. Construction is scheduled to begin Fall 2022 and completed in Fall 2023 for total estimated cost of \$6,639,760. Robinson Street bridge aesthetics are estimated to cost \$215,500 and public art in the proposed traffic round-a-bout is estimated to \$200,000.

The Gray Street Two-Way Conversion Project is funded by GO Bonds and a federal grant and includes converting Gray Street to two-way traffic; pedestrian and ADA improvements; signalized intersection at James Garner Avenue; and railroad crossing enhancements. Construction is scheduled to begin January 2023 and completed in Fall 2023 for total construction costs of \$4,134,170.

Upcoming projects by ODOT along State Highway 9 include:

- Improvements to 24th Avenue East to 36th Avenue East – four lane divided urban section - completed;
- 36th Avenue east to 72nd Avenue East – project completed;
- Little River Bridge – completed;
- 72nd Avenue East to 108th Avenue East – four lane undivided rural section – begins in August 2021 to be completed in August 2022;
- 108th Avenue East to 156th Avenue East - four lane undivided rural section to begin in 2025;
- 156th Avenue East to Tecumseh Road – four lane undivided rural section to begin 2026-2027; and
- 24th Avenue West to 24th Avenue East – six lane divided section (unfunded).

The City has to be part of the Regional Transportation Improvement Plan (TIP) to receive federal funding. Approximately \$20 million is available each year from Association of Central Oklahoma Governments (ACOG), but there is a lot of competition for this funding. Federal funding from ACOG is guaranteed for the first two years, then Staff must reapply for project funding and although Norman has been highly successful in obtaining funding in the past, the competition has increased over the past few years and no single government can receive more than 56% of the total funding. The City secured \$2,909,505 in FYE 2023, expected to secure \$8,640,307 in FYE 2024, and \$13,275,782 in FYE 2025.

In the City Vehicle Replacement Program, the City replaced 29 units in FYE 2019 - \$2,045,471; 36 units in FYE 2020 - \$1,991,083; 27 units in FYE 2021 - \$2,147,635; 34 units in FYE 2022 - \$2,179,732; and will replace 16 units in FYE 2023 - \$2,155,465. Mr. O'Leary said the City has about 150 vehicles needing replacement, but are only replacing 16 due to the inflationary costs of

Item 1, continued:

new vehicles. He said a true vehicle replacement program would cost \$6,000,000 annually and the City has never been able to budget those funds.

Proposed recurring sidewalk projects from the Capital Projects Fund in FYE 2023 include Sidewalk Program for Schools and Arterials - \$80,000; Sidewalk Accessibility Projects - \$30,000; Citywide Sidewalk Projects (50/50 repairs) - \$100,000; Downtown Area Sidewalk Project - \$50,000; Sidewalks and Trails - \$120,000; and Horizontal Saw Cut Program - \$40,000 for total expenditures of \$420,000.

Recurring proposed CIP in FYE 2023 includes Capital Outlay - \$3,727,554; Street Maintenance - \$2,305,377; Maintenance of Existing Facilities - \$285,800; Stormwater Drainage Maintenance - \$2,025,000; Personnel - \$1,371,521; Oklahoma Department of Transportation (ODOT) Audit Adjustments - \$100,000; Americans with Disabilities Act (ADA) Sidewalk Compliance and Repair - \$386,000; Bridge Maintenance - \$750,000; Driveway Repairs - \$10,000; Street Striping - \$100,000; Traffic Calming - \$50,000; Community/Neighborhood Improvements - \$100,000; Building Maintenance Mechanical/Electrical - \$50,000; and Geographical Information System (GIS) update - \$145,000 for total expenditures of \$11,408,252.

Councilmember Schueler asked about the status of the proposed Bridge Maintenance Bond Program and Mr. O'Leary said Staff is ready to present information to Council that will consist of a \$45,000,000 Bridge Maintenance Program involving 16 to 18 bridges needing critical care. He said half of the projects would be replacements and half would be repair/maintenance.

Proposed FYE 23 Capital Budget amendments include Regional Transportation Authority (RTA) Contribution - \$182,654; Land Use and Transportation/Stormwater/Public Safety Studies - \$1,500,000; Miller Historic District Driveways, Approaches, Gutters, Curbs, Sidewalks - \$360,000; Walking Trail connecting Oakhurst Drive and Woodcreek Drive to Walmart - \$300,000; and Historical Markers - \$30,000.

Councilmember Foreman said Council and the City is supposed to improve the quality of life for residents and neighborhood sidewalks are a huge issue. She would like to budget \$500,000 for a sidewalk between Porter Avenue and Hamden Avenue on Rock Creek Road. She said children are walking to school without a sidewalk making this a safety issue.

Councilmember Schueler asked if the heat and air unit and anesthesia machine for Animal Welfare is in the budget and Mr. Anthony Francisco, Director of Finance, said that is an upcoming amendment from FYE 2022 and will be on Council's agenda next month.

Councilmember Holman said Council discussed building a new Police Department building or updating the current building. He said something improving the existing parking lot could be done right now and Mr. Francisco said that project is also on the list of General Fund (GF) amendments coming forward.

Center City TIF Fund FYE 2022 and FYE 2023 include Pattern Zoning - \$100,000, Urban Design and Implementation Plan - \$100,000, and Legacy Trail Lighting - \$300,000.

Item 1, continued:

PSST Fund Projects underway in FYE 2022-2023 include Emergency Operations Center (EOC) with a budget of \$16,500,000 with \$9,500,000 from American Rescue Plan Act (ARPA) and \$7,000,000 from PSST. The EOC will be approximately 19,900 square feet and fully “hardened” against severe weather. The project costs include design, project management, Construction Manager at Risk (CMAR), and Architecture and Engineering (A&E) services. Design work is underway and groundbreaking is anticipated to take place this year and is anticipated to be completed in Spring 2024.

The PSST fire apparatus replacement schedule consists of Elevated Platform truck in FYE 2016 - \$1,105,943; Fire Engine in FYE 2017 - \$523,853; Fire Engine in FYE 2018 - \$622,079; Pumper/Tanker in FYE 2019 - \$724,974; Pumper/Tanker in FYE 2020 - \$735,974; Air and Light Unit/Public Education in FYE 2021 - \$800,000; Fire Engine in FYE 2022 – \$760,000 budgeted; Fire Engine/Staff Vehicle in FYE 2023 - \$800,000 budgeted; and Ladder Truck in FYE 2024 - \$1,800,000 budgeted.

NORMAN FORWARD future projects include New Neighborhood Parks - \$1,300,000; Lease Payments for Griffin Park - \$80,000 annually (\$2,400,000 total); Canadian River Park - \$2,000,000; New Trail Development throughout Norman - \$4,000,000; and Saxon Park Development - \$2,000,000.

Councilmember Schuler asked for an update on the Canadian River Park and Mr. Jason Olson, Director of Parks and Recreation, said the project is scheduled at the end of the NORMAN FORWARD projects list. He said the land was originally going to be donated; however, the property owner passed away and Staff is unsure if that pledge is still viable. He said the City will re-engage with the family once things have settled down.

Mr. Pyle said Staff will be presenting information to Council regarding a Tribal Celebration site and improvements to Saxon Park in the near future.

NORMAN FORWARD Projects currently underway include Young Family Athletic Center (YFAC) (to include a Sports and Human Performance Center funded by Norman Regional Health System (NRHS) and Senior Wellness Center (southeast corner of Norman Regional Hospital Porter Campus).

Items submitted for the record

1. PowerPoint presentation entitled, “City of Norman Fiscal Year 2022-2023 Capital Improvement Program Budget and FYE 2024-2027 Capital Improvements Plan”

* * * * *

Item 2, being:

DISCUSSION REGARDING PROPOSED CHARTER AMENDMENTS TO FORWARD TO AN AUGUST 2022 ELECTION.

Ms. Kathryn Walker, City Attorney, said the Charter Review Commission (CRC) was appointed in the summer of 2019, to review specific items requested by members of City Council. The CRC

Item 2, continued:

met monthly with meetings open to the public and held quarterly hearings. They also submitted quarterly reports to Council. Council is required to vote whether to send each recommendation to a vote of the people on August 23, 2022. Ballot language cannot exceed 200 words with an adequate summary of what voters are being asked to change and has to be about an eighth grade reading level.

On August 3, 2021, Council voted on whether to send each recommendation to a vote of the people and additional discussion was requested and held on August 24, 2021, regarding Term Expirations – consensus reached to move forward; Appointment Process – consensus reached to send forward clarifying language and look at an adopted policy or ordinance for appointment selection process; Recall of Elective Officers – more discussion needed; and Utility Rates – more discussion needed.

On January 4, 2022, additional discussion was held on Recall of Elected Officers – consensus to move forward; Utility Rates – consensus to move forward with revisions; and Reapportionment – consensus to move forward with revisions.

Ms. Walker said First Reading will be held May 10, 2022, with Second Reading on May 24, 2022.

Ms. Walker highlighted proposed recommendations of the CRC to move forward to a vote as:

Stipend Increase for Mayor and Councilmembers

Currently, City Council earns no more than \$100 per month or \$1,200 annually.

The CRC is recommending that beginning with the 2025 term, the Mayor’s stipend be increased to \$8,100 to \$11,700 annually and Councilmembers’ stipend would increase to \$5,400 to \$7,800 annually. Additional increases would be reviewed and determined every three years by a five-member Compensation Commission based on the consumer price index, the City’s overall budget, and other relevant factors. Any future increases would become effective the following Councilmember/Mayor term. If Council votes to send this proposal to voters, the actual amount within the recommended range would need to be determined prior to drafting ballot language.

Ms. Walker said dates were intended to ensure sitting officials were not voting on an increase that would impact current terms, therefore, dates may need to be updated depending on when the election is set.

Mayor and Councilmember Term Increase/Expiration

Current Charter language has a two-year term for Councilmembers with odd wards elected in odd-numbered years and even wards elected in even-numbered years and they will take office the first Tuesday in July after the election.

Item 2, continued:

Mayor and Councilmember Term Increase/Expiration, continued:

The CRC is recommending a three-year term for Councilmembers beginning in 2023, and in 2024, terms will begin on the first Tuesday following certification of the election results. In the years in which the Mayor's term expires (beginning in 2028), the names of the candidates for Mayor shall be placed upon the ballot.

Beginning with the 2025 terms, the Mayor's stipend would increase to \$8,100 annually and Councilmembers' stipend would increase to \$5,400. Additional increases would be reviewed and determined every three years by a five member Compensation Commission based on the consumer price index, the City's overall budget, and other relevant factors. Dates were intended to ensure sitting officials were not voting on an increase that would impact their current terms.

Councilmember Foreman said she prefers being seated as soon as possible following the election rather than waiting until July. Councilmember Holman said waiting until July allows new Councilmembers to meet with City officials to learn about each department and how each department operates prior to taking office, which is helpful.

Councilmember Schueler said if Councilmembers serve three year terms, when would the Mayor election be held and Councilmember Holman said there has been discussion that each term would be three years so the first year would be even number wards election, then the next year would be odd number wards election, and the Mayoral election would always fall in between and be on its own ballot.

There was consensus among Council to leave language as proposed and let voters decide.

Candidate Residency

Current Charter language states that in order to be eligible, candidates must have been duly registered to vote in Norman for six months prior to the date of the election and reside in the ward for which they are filing on the date of their filing.

CRC recommendations that candidates must reside in the ward for which they are seeking election six months prior to the election date. If ward designation changes within the six months prior to the election date due to reapportionment, then the six month requirement is waived (must still live in the ward boundaries at time of filing).

There was consensus among Council to send recommended language changes to a vote of the people.

Filling Vacant Council Positions

Current Charter language allows vacancies in office to be filled by a majority vote of the remaining members of Council and if a vacancy is not filled within 60 days, Council shall call a special election to fill the vacancy for the expired term.

Item 2, continued:

Filling Vacant Council Positions, continued:

The CRC is recommending clarifying language to match historic practice that appointments to fill a vacancy be for the remainder of the unexpired term.

Council agreed to submit the proposed recommendation for a vote.

City Auditor

Council requested the CRC review the creation of a City Auditor position in the Charter. The CRC recommended mirroring language from the City Manager's position outlining the duties of the City Auditor. The Auditor would advise Council and the City Manager of operational and financial audits relating to the efficient and economical operation of the City government and other related matters as may be required by Council or the City Manager. The language provisions shall not be deemed to prevent the City Manager, with the approval of a majority of Council, from employing private auditors as it is deemed necessary.

Councilmembers Schueler, Holman, Foreman, Studley, Tortorello, and Lynn said they would like to move forward with Charter language for a City Auditor position.

Appointment and Removal of City Attorney by City Council

Under current Charter language, the City Attorney is appointed by the City Manager subject to the approval of a majority of Council. The City Attorney may be removed by the City Manager.

The CRC is recommending using the same type of language for appointment of the City Attorney that is currently used for the City Manager appointment language so that position would become an at-will position appointed by a majority of Council and could be removed by five votes of Council.

Councilmember Tortorello felt there were no positive benefits to this proposal, which he believes could potentially politicize the position.

Council agreed to submit the recommendation to voters.

Norman Regional Hospital Authority Board Membership

Current Charter language provides for nine board members appointed by the Mayor with approval of Councilmembers. The hospital board exercises general control over the health system, establishes hospital policies, accounts for funds, and appoints a hospital administrator. The Norman Regional Hospital Authority (NRHA) Board must file an annual budget with the City Clerk.

The CRC is recommending an increase to 11 board members with at least nine members being Norman residents and no more than two may be appointed from other communities that have a Norman Regional Hospital (NRH) Facility.

Item 2, continued:

Council agreed to move forward with the recommendation.

Recall of Elective Officials

Current Charter language states elected officials are not eligible to be recalled until six months from the date of taking office. The petitioner is given 30 days to circulate the petition, must use separate petitions for separate officials, and must explain reason(s) for recall at the top of the petition. The City Clerk has 30 days to review and validate the petition(s).

The CRC recommends using a form provided in State law for referendum petitions and the petition should provide a simple statement (“gist”) for recall. The City Clerk will have 30 days to review if one petition to recall a ward representative is filed, 60 days for a Mayor recall, and 90 days if multiple petitions are filed.

Current Charter language requires publication by the City Clerk notifying the public that a recall effort has begun, a recall petition is being circulated, and giving the deadline for signatures on the petition. The City Clerk must also mail notice to the affected official(s).

The CRC recommends adding a publication requirement in advance of any recall election in accordance with State law.

Current Charter language states that if the petition is sufficient, it must be presented to Council and Council must call a recall election. The recall question must be the only question on the ballot and if multiple officers are recalled, there is a potential for inability of the City to conduct business, fill vacancies by appointment, or call elections.

The CRC is recommending deleting language requiring the recall be the only question on the ballot and adding language allowing an affirmative vote of the majority of the remaining seated Councilmembers if more than four elected officials are recalled.

Current Charter language provides a process for declaring a vacancy after a successful recall, but the timing requirements do not comply with State election laws.

The CRC recommends simplifying language and tie to State election laws.

Council agreed to move recommended language forward to a vote.

Utility Rate Elections

Current Charter language states any increase in utility rates within the City’s control must be submitted to the voters for approval or rejection.

The CRC is recommending Staff provide a rate study of each utility annually and Council to submit rate increase for one or more utilities (based on rate study) at next Council election. The rate study has to be reviewed by an appointed Utility Rate Commission with eight ward representatives and

Item 2, continued:

Utility Rate Elections, Continued:

one at-large representative. Proposed language allows Council to impose an up to three percent (3%) rate increase without submission to the voters for approval.

There was consensus among Council to submit proposed language to a public vote.

Reapportionment

Current Charter language states that Council will appoint the Committee within 30 days of release of new precinct information for Norman by the Election Board. The Committee has 180 days from the release of the new precinct information to complete the redrawing of the ward boundaries. Council action is limited to 1) adopt the Committee's recommendation; 2) reject the Committee's recommendation; or 3) send the recommendation back to the Committee for further consideration.

The CRC is recommending the Charter be amended to modify the deadlines and process for the Reapportionment Ad Hoc Committee to review census data and reapportion wards to be more similar to the State's timeline for modifying precinct boundaries, and to limit Council action on the recommendations of the Committee to either 1) adopt proposed ward boundaries without modification, 2) reject proposed boundaries, or 3) refer the proposed boundaries back to the Committee for further consideration. The CRC recommends the Election Board appoint the Reapportionment Ad Hoc Committee after the release of new Norman precinct information.

Prior to voting on a resolution, the Reapportionment Ad Hoc Committee shall hold a public hearing. At least five votes shall be required for passage of the resolution, and the vote on passage shall be by roll call and shall be entered in the minutes of the Committee. A map showing the wards and their boundaries shall be appended to the resolution.

Council agreed to forward this recommendation to a vote of the people.

Mayor Clark asked if Council agrees on moving all nine proposals forward to a vote and they said yes.

Items submitted for the record

1. PowerPoint presentation entitled, "Charter Amendments – First Reading May 10, 2022, Second Reading May 24, 2022, and Election Date – August 23, 2022"

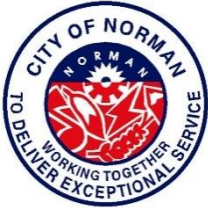
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The meeting was adjourned at 7:05 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, July 26, 2022 at 6:30 PM

MINUTES

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

CALL TO ORDER

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

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Mayor Heikkila led the Pledge of Allegiance.

COUNCIL ANNOUNCEMENTS

Mutual Aid Fair. Councilmember Studley announced there would be a Mutual Aid Fair hosted by Red Dirt Collective at the Irving Recreation Center on August 6 from noon to 3:00 p.m. She said Red Dirt Collective provides free groceries, haircuts, and clothing including business attire and children's clothing.

*

Council Announcements, continued:

Thanks to Non-Profits. Councilmember Studley thanked all of the non-profit agencies working in our community to help the unhoused. She said these agencies are trying to find adequate housing in hotels for those who need it. She said an encampment recently was closed and the people have been displaced. She thanked Care-A-Vans, Food and Shelter, and all of the people who have cooked for Social Injustice League to provide meals for these people.

Councilmember Grant said as the temperatures continue to rise, the unhoused community is getting help from Norman Care-A-Vans and Food and Shelter with hotel emergency funds. She said there are links on each of the organizations' websites and urged the community to support these agencies.

Councilmember Holman also thanked the non-profits for helping during this 100-degree weather.

*

McGee Drive Reconstruction Project. Councilmember Schueler said there is presently construction in the southbound lane of McGee Drive from Westbrooke Terrace to Highway 9 and there are concerns about the traffic pattern in the area. She said there are some drivers trying to go around the current blocked off section and driving the wrong way in the northbound lane, which is very dangerous. She has spoken with the Director of Public Works to see if more signage could be placed in the area. She said this will be a lengthy project and this construction is needed because the street is buckling.

*

Traffic Advisory. Councilmember Grant said the Line Maintenance Division is repairing a water main on South Flood Avenue between Main Street and Comanche Street. She said the roadway is expected to be open by 9:00 p.m.

*

ADA Upgrades to Andrews Park. Councilmember Grant said the Parks and Recreation Department announced that Americans with Disabilities Act (ADA) upgrades were coming to Andrews Park. She said Ms. Cinthya Allen, Chief Diversity and Equity Officer, said as a community, the City is moving past compliance and working to adopt an all-time mindset of how we can make visitors and neighbors feel included, welcome, and valued. She said this is a step in the right direction.

*

Charter Election. Councilmember Foreman said she would be talking to constituents about the upcoming Charter Election. She said the last day to register to vote is July 29 and the last day to request an Absentee Ballot is August 8. She said early voting is August 18-20 and the election is August 23.

*

Council Announcements, continued:

Happy Birthday Councilmember Schueler. Councilmember Foreman wished Councilmember Schuler a Happy Birthday.

*

City Council Retreat. Councilmember Holman said there were great discussions during the City Council Retreat last weekend. He said the retreat is a helpful tool to build better relationships and share ideas and there were tough conversations as well. He said he looked forward to checking off Council’s priorities.

*

Ward Meeting. Councilmember Holman said he will hosting a Ward 7 Meeting in the next few weeks to discuss the Charter Amendments. He said he could also be reached by phone, email, or at the Friendly Market where he works.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 30 be placed on the consent docket.

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

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

APPROVAL OF MINUTES

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

- CITY COUNCIL STUDY SESSION MINUTES OF MARCH 29, 2022
- CITY COUNCIL SPECIAL SESSION MINUTES OF APRIL 12, 2022
- CITY COUNCIL MINUTES OF MAY 26, 2022
- NORMAN UTILITIES AUTHORITY MINUTES OF MAY 26, 2022
- NORMAN MUNICIPAL AUTHORITY MINUTES OF MAY 26, 2022
- NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF MAY 26, 2022
- CITY COUNCIL SPECIAL SESSION MINUTES OF JUNE 14, 2022
- CITY COUNCIL MINUTES OF JUNE 14, 2022
- NORMAN UTILITIES AUTHORITY MINUTES OF JUNE 14, 2022
- NORMAN MUNICIPAL AUTHORITY MINUTES OF JUNE 14, 2022
- NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JUNE 14, 2022

Item 1, continued:

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Brenda Hall, City Clerk
- 2. City Council Study Session minutes of March 29, 2022
- 3. City Council Special Session minutes of April 12, 2022
- 4. City Council minutes of May 26, 2022
- 5. Norman Utilities Authority minutes of May 26, 2022
- 6. Norman Municipal Authority minutes of May 26, 2022
- 7. Norman Tax Increment Finance Authority minutes of May 26, 2022
- 8. City Council Special Session minutes of June 14, 2022
- 9. City Council minutes of June 14, 2022
- 10. Norman Utilities Authority minutes of June 14, 2022
- 11. Norman Municipal Authority minutes of June 14, 2022
- 12. Norman Tax Increment Finance Authority minutes of June 14, 2022

The Minutes were Approved.

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Reports/Communications

- 2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2022, AND DIRECTING THE FILING THEREOF.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Anthony Francisco, Director of Finance
- 2. Finance Director's Investment Report as of June 30, 2022

The Finance Director's Investment Report as of June 30, 2022, was Submitted and Receipt was Acknowledged.

* * * * *

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

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Stacey Parker, Executive Assistant
- 2. Monthly Departmental Reports for the month of June, 2022

The Monthly Departmental Reports for the month of June, 2022, was Submitted and Receipt was Acknowledged.

* * * * *

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

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Brenda Hall, City Clerk
- 2. Memorandum dated July 13, 2022, from Brandon Brooks, Staff Engineer, through Shawn O’Leary, Director of Public Works, to Darrel Pyle, City Manager
- 3. Contract K-2223-30 with Attachment A, Scope of Services; Attachment B, Compensation; and Attachment C, Owner’s Responsibilities
- 4. Memorandum dated April 28, 2022, from Nathan Madenwald, P.E., Utilities Engineer, through Chris Mattingly, P.E., Director of Utilities, to Darrel Pyle, City Manager
- 5. Change Order No. One to Contract K-2021-10

The City Manager’s Contract and Change Order Report was Submitted and Receipt was Acknowledged.

* * * * *

Bids

5. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-68: SUBMITTED BY CHEMTRADE CHEMICALS US, L.L.C., IN THE AMOUNT OF \$648 PER TON FOR 10% AND \$540 PER TON FOR 12% FOR THE PURCHASE OF FERRIC SULFATE FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Ferric Sulfate
3. Bid dated May 26, 2022, from Chemtrade Chemical US, L.L.C., in the amount of \$648 per dry ton for 10% Ferric Sulfate and \$540 per dry ton for 12% Ferric Sulfate

The Bid was Awarded to Chemtrade Chemical US, L.L.C.

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6. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-69: SUBMITTED BY U.S. LIME COMPANY – ST CLAIR, IN THE AMOUNT OF \$244.69 PER TON FOR THE PURCHASE OF LIME FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Lime
3. Bid dated May 26, 2022, from U.S. Lime Company – St. Clair in the amount of \$244.69 per ton

The Bid was Awarded to U.S. Lime Company – St. Clair.

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7. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-70: SUBMITTED BY UNIVAR SOLUTIONS USA, INC., IN THE AMOUNT OF \$0.36 PER POUND FOR THE PURCHASE OF FLUOROSILICIC ACID FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Fluorosilicic Acid
- 3. Bid dated May 26, 2022, from Univar Solutions USA, Inc., in the amount of \$0.36 per pound, 23% basis per pound

The Bid was Awarded to Univar Solutions USA, Inc.

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8. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-73: FOR THE PURCHASE OF CALCIUM THIOSULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.91 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Calcium Thiosulfate
- 3. Bid dated May 26, 2022, from Brenntag Southwest, Inc., in the amount of \$0.91 per pound, 275-gallon tote

The Bid was Awarded to Brenntag Southwest, Inc.

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- 9. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-74: FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1575 PER POUND FOR FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Sodium Hypochlorite Bulk Delivery
- 3. Bid dated May 26, 2022, from Brenntag Southwest, Inc., in the amount of \$0.1575 per pound, bulk delivery

The Bid was Awarded to Brenntag Southwest, Inc.

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- 10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-75: FOR THE PURCHASE OF LIQUID AMMONIA SULFATE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2425 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Liquid Ammonia Sulfate
- 3. Bid dated May 26, 2022, from Brenntag Southwest, Inc., in the amount of \$0.2425 per pound

The Bid was Awarded to Brenntag Southwest, Inc.

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11. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-77: SUBMITTED BY WATER TECH, INC., IN THE AMOUNT OF \$0.39 PER POUND FOR THE PURCHASE OF HYDROGEN PEROXIDE FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Hydrogen Peroxide
- 3. Bid dated May 26, 2022, from Water Tech, Inc., in the amount of \$0.39 per pound

The Bid was Awarded to Water Tech, Inc.

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12. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-78: SUBMITTED BY AIRGAS USA, L.L.C., IN THE AMOUNT OF \$124.57 PER TON FOR THE PURCHASE OF LIQUID OXYGEN FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Liquid Oxygen
- 3. Bid dated May 26, 2022, from Airgas USA, L.L.C., in the amount of \$124.57 per ton

The Bid was Awarded to Airgas USA, L.L.C.

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13. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION AND/OR POSTPONEMENT OF BID-2122-82: FOR THE PURCHASE OF TOTE SODIUM HYPOCHLORITE FROM BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.2986 PER POUND FOR THE FIRST QUARTER WITH PRICING CHANGES TO BE PROVIDED WITH THIRTY (30) DAYS NOTICE.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Sodium Hypochlorite
- 3. Bid dated May 26, 2022, from Brenntag Southwest, Inc., in the amount of \$0.2986 per pound

The Bid was Awarded to Brenntag Southwest, Inc.

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14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-86: SUBMITTED BY POET PURE ETHANOL PRODUCTS IN THE AMOUNT OF \$250 PER TON FOR THE PURCHASE OF CARBON DIOXIDE FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Carbon Dioxide
- 3. Bid dated May 26, 2022, from Poet Pure Ethanol Products in the amount of \$250 per ton

The Bid was Awarded to Poet Pure Ethanol Products

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15. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF BID 2122-87: SUBMITTED BY MORTON SALT INC., IN THE AMOUNT OF \$133.29 PER TON FOR THE PURCHASE OF SALT FOR THE WATER TREATMENT FACILITY.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Geri Wellborn, Utilities Manager
- 2. Tabulation of Bids dated May 26, 2022, for Water Treatment Plant Chemicals – Salt
- 3. Bid dated May 26, 2022, from Morton Salt, Inc., in the amount of \$133.29 per ton

The Bid was Awarded to Brenntag Southwest, Inc.

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Donation

16. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,000 FROM THE 3595 EAST STATE HWY 9, L.L.C., TO THE CITY OF NORMAN.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Clint Mercer, Chief Accountant

The Donation was Accepted.

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Certificate of Survey

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-13 AND EASEMENT E-2223-3 FOR WAGGONER ESTATES. (GENERALLY LOCATED NEAR THE CORNER OF 84TH AVENUE N.E. AND TECUMSEH ROAD.)

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Ken Danner, Subdivision Development Manager
- 2. Location map
- 3. Norman Rural Certificate of Survey COS-2122-3
- 4. Easement E-2223-3
- 5. Planning Commission Staff Report dated May 12, 2022
- 6. Pertinent excerpts from Planning Commission minutes of May 12, 2022

Norman Rural Certificate of Survey COS-2122-13 was Approved and Easement E-2223-3 was Accepted.

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Contracts

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1920-124: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MACARTHUR ASSOCIATED CONSULTANTS, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$36,000 FOR A REVISED CONTRACT AMOUNT OF \$338,000 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE GRAY STREET TWO-WAY 2019 BOND PROJECT.

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

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

Item 18, continued:

Items submitted for the record

1. Staff Report dated July 26, 2022, from Paul D'Andrea, Capital Projects Engineer
2. Project location map
3. Amendment No. Two to Contract K-1920-124
4. Project Details, Gray Street Two-Way Conversion

Amendment No. Two to Contract K-1920-124 with MacArthur Associated Consultants, L.L.C., was Approved.

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19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. SIX TO CONTRACT K-2021-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$32,821.05 FOR A REVISED CONTRACT AMOUNT OF \$9,097,758.42 FOR THE ADDITION OF AIR BLENDERS TO THE HVAC SYSTEM FOR THE PARK MAINTENANCE FACILITY AND THE TRANSIT/PUBLIC SAFETY MAINTENANCE FACILITY AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

1. Staff Report dated July 26, 2022, from Paul D'Andrea, Capital Projects Engineer
2. Change Order No. Six to Contract K-2021-35
3. Project location map
4. Proposed Change Order Summary – Construction Manager

Change Order No. Six to Contract K-2021-35 with Flintco, L.L.C., and Budget Appropriation were Approved.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY INC., INCREASING THE CONTRACT AMOUNT BY \$6,576,243 FOR A REVISED CONTRACT AMOUNT OF \$7,961,785 FOR THE CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN PARK RENOVATION PROJECT, PHASE 5

Acting as the Norman Municipal Authority

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Wade Thompson, Parks and Facilities Manager
- 2. Amendment No. Two to Contract K-2122-81 with Exhibit A, Recommendation Award Letter Bid Package #01, Letter #2, Griffin Park Phase 6, dated July 15, 2021, from Justin Lockwood, Director of Preconstruction, Crossland Construction Company, to Wade Thompson, Parks Superintendent; Exhibit B, Lists of Drawings/Specifications/Addenda; Exhibit C, List of Allowances; Exhibit D, Assumptions; Exhibit E, GMP Summary, Bid Tab, General Conditions, and Project Requirements; Exhibit F, Substantial Completion; and Exhibit G, Acceptance Period

Amendment No. Two to Contract K-2122-81 with Crossland Construction Company, Inc., was Approved.

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21. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-2 AND CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,203,819 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2, PERFORMANCE BOND B-2223-3, STATUTORY BOND B-2223-4, MAINTENANCE BOND MB-2223-2, AND RESOLUTION R-2223-2 GRANTING TAX-EXEMPT STATUS.

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

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

Item 21, continued:

Items submitted for the record

1. Staff Report dated July 26, 2022, from Joseph Hill, Streets Program Manager
2. Contract K-2223-2
3. Performance Bond B-2223-3
4. Statutory Bond B-2223-4
5. Maintenance Bond MB-2223-2
6. Project location map
7. Resolution R-2223-2

The Bid was Awarded to Nash Construction Company, Contract K-2213-2 and Bonds were Approved, and Resolution R-2223-2 was Adopted

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22. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-18: A COMBINED MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,500,000 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT TAP3-3735(004)AG, J/P 33735(04), THE FLOOD AVENUE MULTIMODAL PATH FROM ROBINSON STREET TO TECUMSEH ROAD, AND EXTENDING ALONG TECUMSEH ROAD FROM FLOOD AVENUE TO 24TH AVENUE NW), RESOLUTION R-2223-13, AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

1. Staff Report dated July 26, 2022, from David Riesland, Transportation Engineer
2. Contract K-2223-18
3. Resolution R-2223-13
4. Project location map

Contract K-2223-18 with the Oklahoma Department of Transportation was Approved, Resolution R-2223-13 was Adopted, and the Budget Transfers were Approved.

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23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-21: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION IN THE AMOUNT OF \$100,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Lisa D. Krieg, CDBG Grants Manager
- 2. Contract K-2223-21

Contract K-2223-21 with Norman Affordable Housing Corporation was Approved.

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24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-22: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CLEVELAND COUNTY HABITAT FOR HUMANITY, INC., IN THE AMOUNT OF \$40,000 FOR ACQUISITION OF PROPERTY TO BE UTILIZED AS AFFORDABLE HOUSING.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Lisa D. Krieg, CDBG Grants Manager
- 2. Contract K-2223-22

Contract K-2223-22 with Cleveland County Habitat for Humanity, Inc., was Approved.

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25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-23: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND METROPOLITAN FAIR HOUSING COUNCIL, INC., IN THE AMOUNT OF \$30,000 AS AGREED UPON UNDER THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND THE FYE 2023 HOME INVESTMENT PARTNERSHIP PROGRAM.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Lisa D. Krieg, CDBG Grants Manager
- 2. Contract K-2223-23

Contract K-2223-23 with Metropolitan Fair Housing Council, Inc., was Approved.

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26. CONSIDERATION OF THE ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$8,650 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2223-26 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Anais Starr, Historic Preservation Officer
- 2. Contract K-2223-26 with Attachment A, Provisions, Equal Opportunity, Documentation of Donated Services, Payment, Procurement, Costs, Repayment, Amendment Procedure, Termination, and Special Conditions; and Attachment B, Purpose, Work to be Accomplished, Understanding of Documents, Project Schedule; Payment Schedule; and Nonfederal Matching Share

Certified Local Governments Grant Funding in the amount of \$8,650 was Accepted, and Contract K-2223-26 and Budget Appropriation were Approved.

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27. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-27: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE MCKINNEY PARTNERSHIP ARCHITECTS IN THE AMOUNT OF \$40,545 TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE TRAFFIC MANAGEMENT CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from David Riesland, Transportation Engineer
- 2. Contract K-2223-27 with Attachment "A", Hourly Billing Rates, and Attachment "B", Enlarged Floor Plan

Contract K-2223-27 with the McKinney Partnership Architects and the Budget Appropriation were Approved.

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28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-28: A COMBINED MAINTENANCE, FINANCING, & RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$698,029 FOR THE CITY'S SHARE FOR FEDERAL-AID PROJECT J3-5325(004)IT, J/P 35325(04), THE TRAFFIC MANAGEMENT CENTER, RESOLUTION R-2223-19, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

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

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

Item 28, continued:

Items submitted for the record

1. Staff Report dated July 26, 2022, from David Riesland, Transportation Engineer
2. Contract K-2223-28
3. Resolution R-2223-19
4. Enlarged Floor Plan of the Traffic Management Center
5. Example of the Traffic Management Center

Contract K-2223-28 with the Oklahoma Department of Transportation was Approved, Resolution R-2223-19 was Adopted, and the Budget Transfer were Approved.

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29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-29: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023.

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

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

Items submitted for the record

1. Staff Report dated July 26, 2022, from Ronda Guerrero, Court Administrator
2. Contract K-2223-29

Contract K-2223-29 with the Alternative Dispute Resolution System of the State of Oklahoma was Approved.

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Settlement

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF LAURA DOUGHTY V. CENTRALSQUARE TECHNOLOGIES, LLC AND CITY OF NORMAN, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA COURT CASE CIV-2020-500, IN THE AMOUNT OF \$37,500.

Item 30, continued:

Items submitted for the record

- 1. Staff Report dated July 26, 2022, from Rickey Knighton II, Assistant City Attorney

The Settlement of Laura Doughty v. CentralSquare Technologies, L.L.C., was Approved.

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Approval of the Consent Docket

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

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

This is the end of the Consent Docket. Item 1 through Item 30 were Approved on the Consent Docket.

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MISCELLANEOUS COMMENTS

None.

ADJOURNMENT

The Meeting Adjourned at 6:42 p.m.

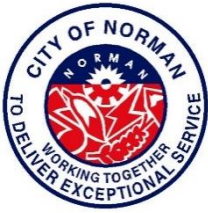
City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2022, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

Item 4



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-3: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2022, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

P-2223-3

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2022, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, September 17, 2022, marks the two hundred thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and
- § 2. WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which shall commemorate the occasion; and
- § 3. WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

- § 4. Do hereby proclaim the week of September 17 through 23, 2022, as Constitution Week and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.

PASSED AND APPROVED this 13th day of September, 2022.

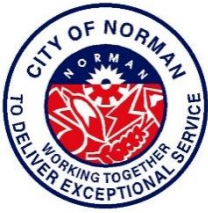
Mayor

ATTEST:

City Clerk

File Attachments for Item:

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-2 UPON FIRST READING BY TITLE. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST 20 FEET OF LOT FIFTY (50) AND ALL OF LOT FIFTY-ONE (51), IN BLOCK TWO (2), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND REMOVE AND THE WEST 25 FEET OF BLOCK NINE (9), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Rental Ranch II, L.L.C. and D.L Hayes Co.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-2 UPON FIRST READING BY TITLE. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST 20 FEET OF LOT FIFTY (50) AND ALL OF LOT FIFTY-ONE (51), IN BLOCK TWO (2), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND REMOVE AND THE WEST 25 FEET OF BLOCK NINE (9), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)

PROJECT OVERVIEW:

Rental Ranch II, L.L.C. and D.L. Hayes Co., Inc. are requesting a rezoning to SPUD, Simple Planned Unit Development, for a storage building to be located at 621 Highland Parkway. The site is vacant.

The subject property and surrounding neighborhood were originally zoned R-1, Single Family Dwelling District, with Ordinance No. 884 on July 13, 1954, when the current zoning ordinance was originally adopted. The commercial area to the east, along Flood Avenue, was zoned C-2, General Commercial District at about the same time.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-03, February 15, 2022

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD22-14 June 23, 2022

No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC 420.05 – 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 otherwise not be an area that could physically be redeveloped under conventional zoning.

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

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

EXISTING ZONING:

The subject property is currently zoned R-1, Single Family Dwelling District, and C-2, General Commercial District.

STAFF ANALYSIS:

The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Private storage of automobiles
- Private automobile repair
- Storage of personal items associated with the owner's property rental business and used in the maintenance of those rental properties: i.e., paint, appliances, doors, lumber, fencing
- No on-site retail sales are permitted.

OPEN SPACE: The open space is shown in Exhibit B, the Site Development Plan, in the SPUD Narrative. The east 30' of the property is being retained as open space.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit A. The Site Development Plan shows one access point on Highland Parkway.

LANDSCAPING: Landscaping will be provided in accordance with the City of Norman Zoning Ordinance.

SIGNAGE: Signage will follow the City of Norman Sign Code for commercial uses. (Commercial uses are not allowed on this property, the reference to "commercial uses" is only for determining the allowed SF and location of signage.)

LIGHTING: Applicant will utilize full cut-off lighting fixtures. Any exterior lighting may not exceed the height of the roofline. Any exterior lighting shall not spill onto adjacent properties or create glare.

FENCING: Applicant will install a 6' wood stockade fence along the west side of the property, tapering down to a 3' fence alongside the parking lot.

BUILDING HEIGHT: Building height is limited to two stories and a maximum height of 15 feet in the front and 21 feet at roof peak.

PARKING: Parking lot will have six spots, as shown on Site Development Plan.

PHASES: Only one building will be built on the site.

EXTERIOR BUILDING MATERIALS: The applicant is requesting to construct the building using metal "R" panels – this will be a metal building.

SANITATION: The development will use the existing dumpster on the owner's property to the east.

OUTSIDE STORAGE: There will be no outside storage of materials.

ALTERNATIVES/ISSUES:

IMPACTS: This rezoning proposal for a 3,900 square foot building is located on a 13,300 square foot property. The proposed building will sit five feet from the west property line, which is adjacent to a single family home.

STAFF ANALYSIS: The applicant is seeking a rezoning to SPUD to allow for a personal storage building. The applicant does not live on this site. This will be an area for working on personal vehicles. The SPUD will allow a storage building to be the primary structure on the site.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No additional comments.

PUBLIC WORKS/ENGINEERING: Existing sanitary sewer and water improvements can serve the property. Highland Parkway paving is existing. Sidewalk will be installed adjacent to Highland Parkway.

TRAFFIC ENGINEER: No comments.

UTILITIES: No comments.

CONCLUSION:

Staff forwards this request for rezoning from R-1, Single Family Dwelling District, and C-2, General Commercial District, to SPUD, Simple Planned Unit Development, as Ordinance O-2223-2 for consideration by City Council. At their meeting of August 11, 2022, Planning Commission unanimously recommended adoption of Ordinance O-2223-2 by a vote of 7-0.

O-2223-2

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST 20 FEET OF LOT FIFTY (50) AND ALL OF LOT FIFTY-ONE (51), IN BLOCK TWO (2), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, AND REMOVE AND THE WEST 25 FEET OF BLOCK NINE (9), WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 Highland Parkway)

- § 1. WHEREAS, Rental Ranch II, L.L.C. and D.L. Hayes Co. have made application to have the property described below removed from the R-1, Single Family Dwelling District, and the C-2, General Commercial District, and to have the same placed in the SPUD, Simple Planned Unit Development; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District, and to place the same in the SPUD, Simple Planned Unit Development, to wit:

The East 20 feet of Lot Fifty (50) and all of Lot Fifty-One (51), in Block Two (2), WOODSLAWN ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Ordinance No. O-2223-2
Page 2

Said tract of land containing 0.22 acres, more or less.

§ 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the C-2, General Commercial District, and to place the same in the SPUD, Simple Planned Unit Development, to wit:

The West 25 feet of Block 9, WOODSLAWN ADDITION, to the City of Norman, Cleveland County, Oklahoma.

Said tract of land containing 0.08 acres, more or less.

§ 6. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan (Exhibit A thereof), approved by the Planning Commission on August 11, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this _____ day of _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

**621 HIGHLAND PARKWAY
SIMPLE PLANNED UNIT DEVELOPMENT**

APPLICANTS:

**RENTAL RANCH II, LLC
&
D.L. HAYES CO, INC.**

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

2025 PLAN AMENDMENT

SUBMITTED: August 1, 2022

PREPARED BY:

D.L. HAYES CO, INC.

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Background and Intent

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- B. Existing Land Use and Zoning**
- C. Elevation and Topography**
- D. Utility Services**
- E. Fire Protection Services**
- F. Traffic Circulation and Access**

DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Site Development Plan/Permitted Uses**
- B. Open Space and Green Space**
- C. Traffic Access and Circulation**
- D. Landscaping/Tree Preservation**
- E. Signage**
- F. Lighting**
- G. Fencing**
- H. Building Height**
- I. Parking**
- J. Phasing**

EXHIBITS

- A. Preliminary Site Development Plan**
- B. Allowable Uses**

I. INTRODUCTION

A. Background and Intent

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the properties located at 621 Highland Parkway, Norman, OK (the “**Property**”). The Property consists of one platted lot. Currently, the lot located at 621 Highland Parkway is zoned R-1, the property located to the East is zoned C-2, General Commercial District. The main purpose of this SPUD is to allow for Owner to develop the site in a way that will be compatible with the City of Norman’s improvements to East on Highland Parkway, and to North of this Lot.

II. PROPERTY DESCRIPTIONS/EXISTING CONDITIONS

A. Location

The property is located at 621 Highland Parkway, Norman, OK. The Property is generally located just west of Flood Avenue on Highland Parkway.

The subject property is more particularly described as follows:

East Twenty feet (20’) of Lot Fifty (50) and all of Lot Fifty-One (51), Block Two (2), and the west Twenty-Five feet (25’) of Block Nine (9), WOODSLAWN ADDITION, to Norman, Cleveland County, Oklahoma. Said tract contains 13,300 square feet, more or less.

B. Existing Land Use and Zoning

To the east, north and south of this property is C-2 zoned property. To the west and south of this property, is R-1 zoned property.

C. Elevation and Topography

The Property is generally flat and no portion of the Property is in the FEMA 100-year flood plain or WQPZ.

D. Utility Services

The necessary utility services for this project are located on or near the Property as this is an already developed location.

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such.

F. Traffic Circulation and Access

Currently, this Property has access to Flood Street via Highland Parkway. There will be only one entry to the Property off of Highland Parkway.

III DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed generally as depicted on the Preliminary Site Development Plan. The Exhibits attached hereto are incorporated herein by reference. The Preliminary Site Development Plan shall have flexibility to be modified slightly as the project develops, in accordance with Section 420.05 the City of Norman's Zoning Code, as amended from time to time.

A. Uses Permitted/Site Development Plan

The proposed Site Development Plan is as shown on the attached **EXHIBIT A**.

Building Setbacks:

- Front Setback – 64'
- Side yard West – 5'
- Side yard East – 31'
- Rear yard -11'

A list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Open Space and Green Space

The development of the Property will feature open space and green space areas, as illustrated on the Preliminary Site Development Plan.

C. Traffic Access and Circulation

The Site Development Plan has been thoughtfully designed. Traffic access is indicated on the Site Development Plan. There will be limited access to the developed lot by the Owner since he will be using this space to store primarily his personal cars.

D. Landscaping

Landscaping shall be provided on the Property in accordance with Section 431.8 of the City of Norman Zoning Code, and as amended from time to time.

E. Signage

Signage will be per the City of Norman Sign Code, contained in Chapter 18 of the City of Norman's Code of Ordinances, for commercial uses, as amended from time to time. (Commercial uses are not allowed on this property, the reference to "commercial uses" is only for determining the allowed SF and location of signage.)

F. Lighting

The Applicant shall utilize full cut-off lighting fixtures for exterior lighting on the Property. Notwithstanding the foregoing, the Applicant shall allow exterior lighting as defined in Section 22:431.6 5 (d), as the same may be amended from time to time. In addition, any exterior lighting installed on a wall or the building, the lights may not exceed the mounting height above the roofline of the building or structure. Primarily a light on the building shining to the South should be sufficient. In any case, any such exterior lighting installed shall not spill onto or create glare onto adjacent residential properties.

G. Fencing

The Property will feature a 6' wood stockade fence along the West border of the Property from the rear property line to the front of the building, tapering down to a 3' fence along the proposed parking lot.

H. Building Height

Building height shall be restricted to no more than two (2) stories (15' in front and 21' at rooftop) for the proposed building located on the Property.

I. Parking

The Owner will provide the number of parking spaces as shown on the Site Development Plan. Exhibit A.

J. Phasing

This building will be the only building built on this Property. Additional buildings will not be allowed.

H. Exterior Building Materials

The exterior of the building will be metal “R” panel.

L. Sanitation

We will be using the existing dumpster on the Owners property to the east.

M. Outside Storage

Outside storage of materials will not be allowed on the property.

EXHIBIT A

Preliminary Site Development Plan

TW

Exhibit A

Area Calculations:

TOTAL LAND AREA
 APPROX.: 9800SF plus 3500SF
 OF THE EAST OF LOT
 FOR A TOTAL OF: 13300SF

Proposed Building
 APPROX. 3900SF

Proposed IMPERVIOUS
 SURFACE: 6270

Proposed NEW PARKING plus
 TOTAL Building plus DRIVE)

621 HIGHLAND PARKWAY

SCALE 1/2" = 1'-0"

PROPOSED GREEN SPACE: 6904
 (Includes 25' wide SPACE EAST
 OF LOT)

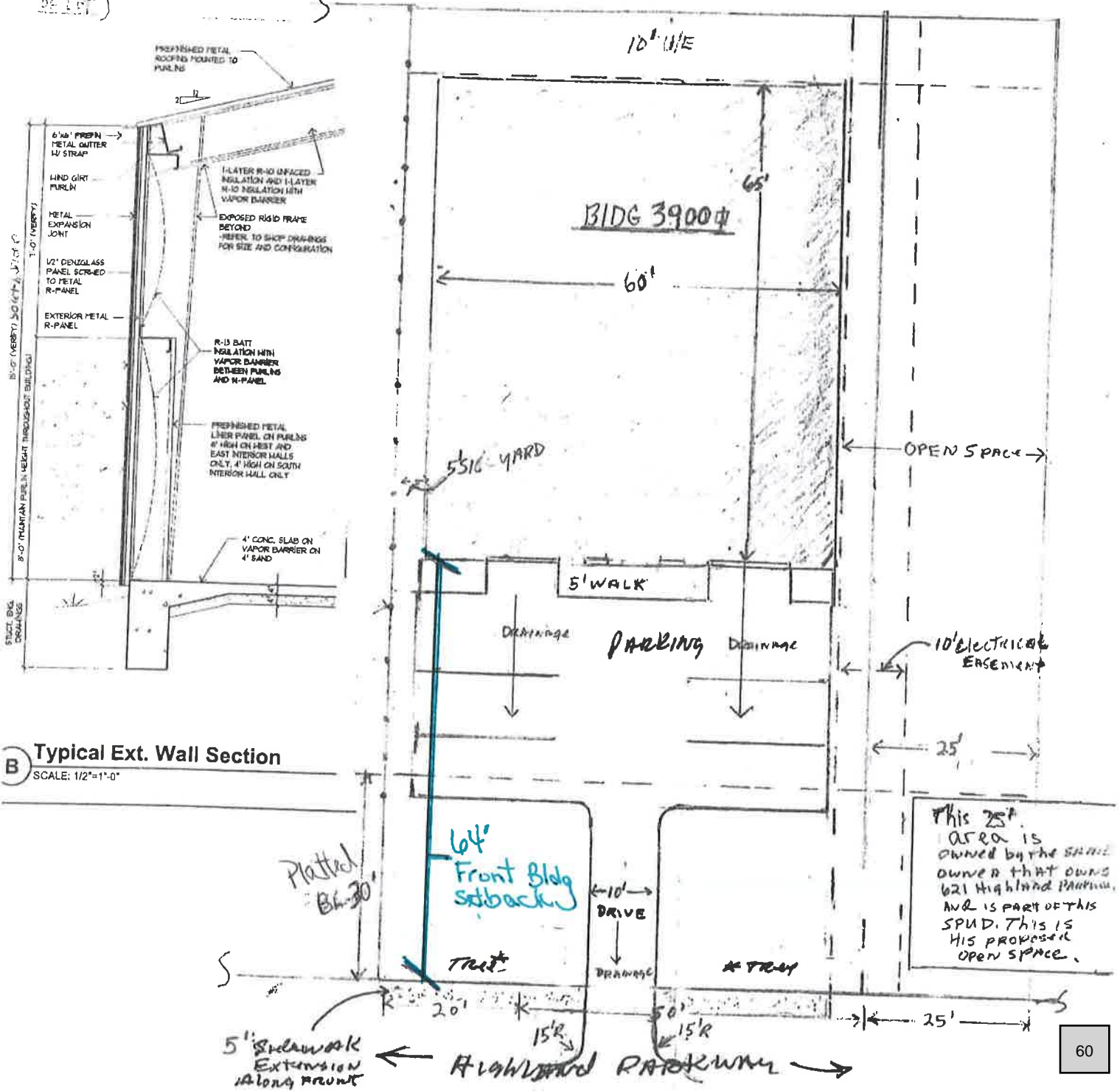
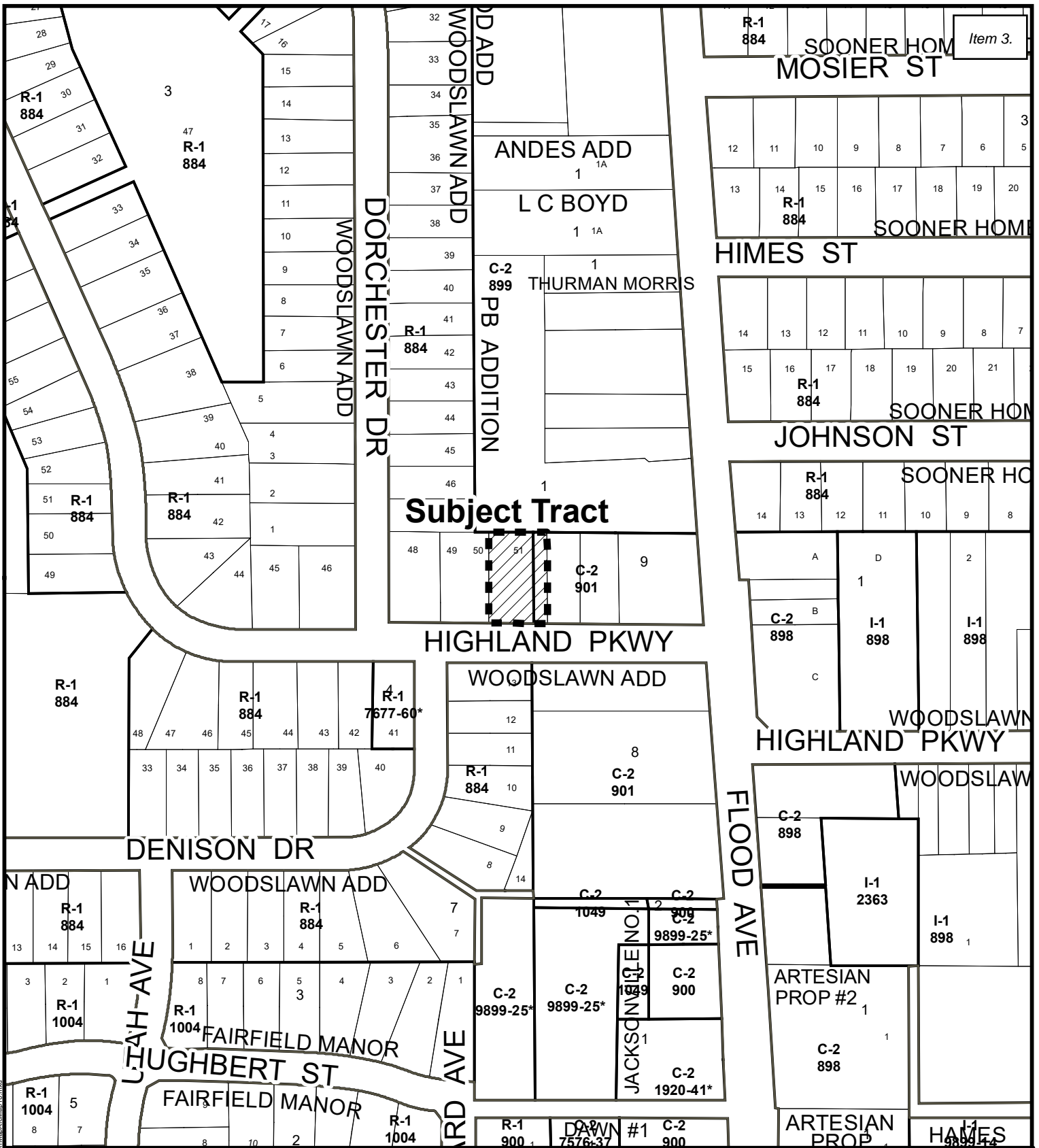


EXHIBIT B**Allowable Uses for the Property:**

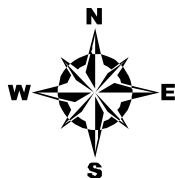
Private interior storage of automobiles, private interior automotive repair and interior storage of personal items associated with the owner's offsite property rental business and used in the maintenance of those rental properties: i.e., paint, appliances, doors, lumber, fencing. No commercial rental and no retail sales on-site is permitted.



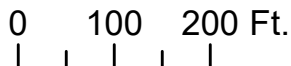
Location Map





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.



June 17, 2022



-  Subject Tract
-  Zoning

Applicant: Rental Ranch II, LLC and DL Hayes Company

Project Location: 621 Highland Parkway

Case Number: PD22-14

Time: 5:30 p.m.

Applicant/Representative

Chris Hayes
Bill Hayes
Andy Darks

Attendees

None

City Staff

Colton Wayman, Planner I

Application Summary

The applicant is requesting a rezoning to SPUD, Simple Planned Unit Development.

Neighbor's Comments/Concerns/Responses

No neighbors attended the meeting.

ORDINANCE NO. O-2223-2

ITEM NO. 3

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Rental Ranch II, L.L.C. & D.L. Hayes Co., Inc.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development
EXISTING ZONING	R-1, Single Family Dwelling District & C-2, General Commercial
SURROUNDING ZONING	North: C-2, General Commercial District East: C-2, General Commercial District South: C-2, General Commercial District & R-1, Single Family Dwelling District West: R-1, Single Family Dwelling District
LOCATION	621 Highland Parkway
WARD	Ward 8
CORE AREA	Yes
AREA/SF	13,300 square feet, more or less
PURPOSE	Storage Building
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Commercial East: Commercial South: Single Family Residential and Commercial West: Single Family Residential
LAND USE PLAN DESIGNATION	Low Density Residential
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: Rental Ranch II, L.L.C. and D.L. Hayes Co., Inc. are requesting rezoning to SPUD, Simple Planned Unit Development, for a storage building to be located at 621 Highland Parkway. The site is vacant.

The subject property and surrounding neighborhood were originally zoned R-1, Single Family Dwelling District, with Ordinance No. 884 on July 13, 1954, when the current zoning ordinance was originally adopted. The commercial area to the east, along Flood Avenue, was zoned C-2, General Commercial District at about the same time.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-03, February 15, 2022
Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD22-14 June 23, 2022
No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC 420.05 – 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.

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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 screening.

EXISTING ZONING: The subject property is currently zoned R-1, Single Family Dwelling District, and C-2, General Commercial District.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: The SPUD Narrative includes the following uses:

- Private storage of automobiles
- Private automobile repair
- Storage of personal items associated with the owner's property rental business and used in the maintenance of those rental properties: i.e., paint, appliances, doors, lumber, fencing

No on-site retail sales are permitted.

OPEN SPACE: The open space is shown in Exhibit B, the Site Development Plan, in the SPUD Narrative. The east 30' of the property is being retained as open space.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit A. The Site Development Plan shows one access point on Highland Parkway.

LANDSCAPING: Landscaping will be provided in accordance with the City of Norman Zoning Ordinance.

SIGNAGE: Signage will follow the City of Norman Sign Code for commercial uses. (Commercial uses are not allowed on this property, the reference to "commercial uses" is only for determining the allowed SF and location of signage.)

LIGHTING: Applicant will utilize full cut-off lighting fixtures. Any exterior lighting may not exceed the height of the roofline. Any exterior lighting shall not spill onto adjacent properties or create glare.

FENCING: Applicant will install a 6' wood stockade fence along the west side of the property, tapering down to a 3' fence alongside the parking lot.

BUILDING HEIGHT: Building height is limited to two stories and a maximum height of 15 feet in the front and 21 feet at roof peak.

PARKING: Parking lot will have six spots, as shown on Site Development Plan.

PHASES: Only one building will be built on the site.

EXTERIOR BUILDING MATERIALS: The applicant is requesting to construct the building using metal "R" panels – this will be a metal building.

SANITATION: The development will use the existing dumpster on the owner's property to the east.

OUTSIDE STORAGE: There will be no outside storage of materials.

ALTERNATIVES/ISSUES:

IMPACTS: This rezoning proposal for a 3,900 square foot building is located on a 13,300 square foot property. The proposed building will sit five feet from the west property line, which is adjacent to a single family home.

STAFF ANALYSIS: The applicant is seeking a rezoning to SPUD to allow for a personal storage building. The applicant does not live on this site. This will be an area for working on personal vehicles. The SPUD will allow a storage building to be the primary structure on the site.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No additional comments.

PUBLIC WORKS/ENGINEERING: Existing sanitary sewer and water improvements can serve the property. Highland Parkway paving is existing. Sidewalk will be installed adjacent to Highland Parkway.

TRAFFIC ENGINEER: No comments.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request for rezoning from R-1, Single Family Dwelling District, and C-2, General Commercial District, to SPUD, Simple Planned Unit Development, as Ordinance No. O-2223-2 for consideration by the Planning Commission and a recommendation to City Council.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 11, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 11th day of August, 2022.

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

Chair Erica Bird called the meeting to order at 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Kevan Parker
- Liz McKown
- Steven McDaniel
- Erica Bird
- Doug McClure
- Cameron Brewer
- Shaun Axton

MEMBERS ABSENT

- Jim Griffith
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Roné Tromble, Recording Secretary
- Colton Wayman, Planner I
- Logan Hubble, Planner I
- Ken Danner, Subdivision Development Manager
- Jack Burdett, Subdivision Development Coordinator
- Jami Short, Traffic Engineer
- Beth Muckala, Asst. City Attorney
- Todd McLellan, Development Engineer

* * *

NON-CONSENT ITEMS:

Item No. 2, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2223-6: RENTAL RANCH II, L.L.C. AND D.L. HAYES CO., INC. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR THE EAST 20' OF LOT 50 AND ALL OF LOT 51, BLOCK 2, WOODSLAWN ADDITION, LOCATED AT 621 HIGHLAND PARKWAY.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 3, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-2: RENTAL RANCH II, L.L.C. AND D.L. HAYES CO., INC. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND C-2, GENERAL COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR THE EAST 20' OF LOT 50 AND ALL OF LOT 51, BLOCK 2, AND THE WEST 25' OF BLOCK 9, WOODSLAWN ADDITION, GENERALLY LOCATED AT 621 HIGHLAND PARKWAY.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A and B
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes.
2. Ms. Bird asked for a recap of what happened when the Planning Commission reviewed this item in March, and it was subsequently considered by City Council. Mr. Hubble responded that request was asking for C-2, General Commercial zoning.
Ms. Bird asked the height of the neighboring commercial building to the east. Mr. Hubble did not have that information.

APPLICANT PRESENTATION:

1. Bill Hayes, D.L. Hayes Co., presented the intent of the project.
2. Ms. McKown asked the height of the proposed building. Mr. Hayes responded.
Ms. McKown said her concern is how it abuts the residential property to the west, and suggested some landscaping along the west side. Mr. Hayes indicated they will put in a wood stockade fence.
3. Mr. Parker asked about the development of the residential area. Mr. Hayes responded.
4. Ms. Bird asked about a buffer between the proposed building and the commercial building, but not on the side with the residential. Mr. Hayes responded that is an OG&E easement.
5. Ms. Bird asked about building materials. Ms. Hudson noted the materials are included in the SPUD. Ms. Bird expressed concern with no masonry requirement.
6. Andy Darks, 819 Clement, addressed the building materials and landscaping.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Ms. Bird spoke in support of the application.

Steven McDaniel moved to recommend adoption of Resolution No. R-2223-6 and Ordinance No. O-2223-2 to City Council. Doug McClure seconded the motion.

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

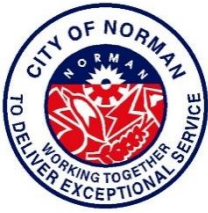
YEAS	Kevan Parker, Liz McKown, Steven McDaniel, Erica Bird, Doug McClure, Cameron Brewer, Shaun Axton
NAYES	None
ABSENT:	Jim Griffith, Michael Jablonski

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2223-6 and Ordinance No. O-2223-2 to City Council, passed by a vote of 7-0.

* * *

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FORTY-EIGHT (48) AND FORTY-NINE (49), IN BLOCK FOUR (4), OF STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (765 JENKINS AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: BMH Jenkins 2022, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-3 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FORTY-EIGHT (48) AND FORTY-NINE (49), IN BLOCK FOUR (4), OF STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (765 JENKINS AVENUE)

PROJECT OVERVIEW:

The applicant is requesting to rezone from R-3, Multi-Family Dwelling District to SPUD, Simple Planned Unit Development to allow for a mixed use building with commercial and residential uses.

The subject property was originally zoned R-3, Multi-Family Dwelling District, with Ordinance No. 884 on July 13, 1954, when the current zoning ordinance was originally adopted. Much of the surrounding area was zoned Center City Formed-Based Code (CCFBC) in 2017; however, this property was included in the exemption area and therefore does not have the requirements of the CCFBC.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-11, June 6, 2022

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD 22-11 June 23, 2022

No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC 420.05 – 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.

EXISTING ZONING: The subject property is currently zoned R-3, Multi-Family Dwelling District.

STAFF ANALYSIS: The particulars of this SPUD include:

USE: This SPUD, Simple Planned Unit Development will allow for the development of a mixed-use structure on the property with allowances for commercial uses on the ground floor and multi-family residential units on the upper stories. A complete list of allowable uses on the property is attached as Exhibit C in the SPUD narrative.

OPEN SPACE: Impervious area will not exceed 66% for the property. The applicant will also 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. Green space is indicated on the Site Development Plan and is located in the front yard, side yards, and portions of the backyard.

SITE PLAN/ACCESS: The site will be accessed from the alley for vehicular traffic. Pedestrians may access the site through the front or rear of the building.

LANDSCAPING: A minimum of two (2) trees of two-inch caliper or greater will be planted and maintained in the front yard. The applicant has stated the intent to provide additional landscaping to other portions of the property and will finalize these plans during final site development.

SIGNAGE: Signage will follow the City of Norman Sign Code for commercial uses.

LIGHTING: All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards. Any exterior lighting shall not spill onto adjacent properties or create glare.

FENCING: No fencing is proposed for the site. The applicant has stated that this will assist vehicular and pedestrian ingress and egress to the property from the sidewalk and alley.

BUILDING HEIGHT: Building height is limited to three (3) stories with a usable rooftop space.

PARKING: The parking lot will have twelve spots in the rear of the property, as shown on Site Development Plan. All parking spots will be accessed from the alley.

PHASES: Only one building will be built on the site.

EXTERIOR BUILDING MATERIALS: The applicant is requesting to construct the building using one, and/or a combination of, the following materials:

- Brick
- Glass
- Stone
- Synthetic stone
- Stucco
- EIFS
- Masonry
- Metal accents
- Composition shingles

ALTERNATIVES/ISSUES:

IMPACTS: This rezoning proposal for a mixed-use building is located on an approximately 7,000 square foot property. The following are the proposed setbacks:

- Front: 18 feet
- Side:
 - North: 5 feet
 - South Foundation: 10 feet
 - South Building Overhang: 5 feet
- Rear: 40 feet

The surrounding area contains a mixture of residential and nonresidential uses. To the north is a single-family home and commercial building. Adjacent to the site to the south is a commercial building; whereas to the west is a single-family home and commercial building. Finally, to the east is a single-family home and vacant lots.

The Site Development Plan in the SPUD Narrative indicates a total impervious coverage of 65.7% for the property. This is a reduction from historic drainage conditions for the property that are calculated at 69.2% impervious coverage.

STAFF ANALYSIS: The applicant is seeking a rezoning to SPUD, Simple Planned Unit Development to allow for a three-story mixed-use building with commercial uses on the bottom floor. The building will also have a useable rooftop space for tenants.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments

PUBLIC WORKS/ENGINEERING: Sanitary sewer and water improvements are existing. Jenkins Avenue paving is existing. Sidewalk is existing. If any damage occurs to the existing sidewalk during construction, the sidewalk will be replaced prior to occupancy.

TRAFFIC ENGINEER: No comments

UTILITIES: No comments

CONCLUSION: Staff forwards this request for rezoning from R-3, Multi-Family Dwelling District to SPUD, Simple Planned Unit Development, as Ordinance O-2223-3 for consideration by City Council. At their meeting of August 11, 2022, Planning Commission unanimously recommended adoption of Ordinance O-2223-3 by a vote of 7-0.

O-2223-3

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOTS FORTY-EIGHT (48) AND FORTY-NINE (49), IN BLOCK FOUR (4), OF STATE UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF.
(765 Jenkins Avenue)

- § 1. WHEREAS, BMH Jenkins 2022, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the R-3, Multi-Family Dwelling District and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-3, Multi-Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Lots Forty-Eight (48) and Forty-Nine (49), in Block Four (4), of STATE UNIVERSITY ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract contains 0.16 acres, more or less.

Ordinance No. O-2223-3
Page 2

§ 5. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan (Exhibit B thereof), approved by the Planning Commission on August 11, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and 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 _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

765 JENKINS AVE

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

BMH JENKINS 2022, LLC

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT
NORMAN 2025 LAND USE AMENDMENT

SUBMITTED: JUNE 6, 2022

REVISED: AUGUST 5, 2022

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Utility Services
- E. Fire Protection Services
- F. Traffic Circulation and Access

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Uses Permitted
- B. Site Plan
- C. Traffic access/circulation/sidewalks
- D. Open Space
- E. Signage
- F. Lighting
- G. Height
- H. Parking
- I. Exterior Materials
- J. Fencing

EXHIBITS

- A. Legal Description
- B. Site Development Plan
- C. Allowable Uses

I. INTRODUCTION

This Simple Planned Unit Development (the “SPUD”) is being submitted for the property located at 765 Jenkins Avenue, as more particularly described on **Exhibit A** (the “Property”). This SPUD seeks to rezone the Property from the existing R-3, Multi-Family Dwelling designation to allow for the development of a three-story mixed-use structure on the Property with allowances for retail uses on the ground floor and multi-family residential units in the upper stories.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at 765 Jenkins Avenue, which is near the intersection of W Boyd Street and Jenkins Avenue.

B. Existing Land Use and Zoning

The existing zoning is R-3, Multi-Family Dwelling, and the existing NORMAN 2025 Land Use Plan designation is Low Density Residential. This proposal also seeks to amend the NORMAN 2025 Land Use Plan designation to Mixed-Use.

C. Elevation and Topography

The Property is improved with an existing residential structure and the topography of the Property is relatively flat.

D. Utility Services

The necessary utility services for this project are already located on or near the Property.

E. Fire Protection Services

Fire protection services shall be provided in accordance with all applicable City of Norman regulations for such services.

F. Traffic Circulation and Access

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted

This SPUD will allow for the development of a mixed-use structure on the Property with allowances for retail uses on the ground floor and multi-family residential units in the upper stories. A complete list of allowable uses on the Property is attached as **Exhibit C**.

B. Site Plan

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit B**, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman’s SPUD Ordinance, as may be amended from time to time.

The following shall be the required building setbacks:

- Front: 18 feet
- Side:
 - North: 5 feet
 - South Foundation: 10 feet
 - South Building Overhang: 5 feet
- Rear: 40 feet

C. Traffic access/circulation/sidewalks

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan.

D. Open Space

The impervious area for the Property shall not exceed 66%. 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. Greenspace will be provided in the locations shown on the Site Development Plan, depicted by the hatching. A minimum of two (2) trees of two-inch caliper or greater will be planted and maintained in the front yard area of the Property. Additional landscaping will be utilized on site, such as, by way of example, flower beds, bushes, or shrubbery, in locations and types to be finalized during final site development. Landscaped flower beds and/or gardens can, but are not required to, be utilized on the rooftop open space.

E. Signage

All signage shall comply with the applicable requirements contained in the City of Norman Sign Code, Chapter 18, for the commercial uses, as amended from time to time.

F. Lighting

All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards, as the same may be amended from time to time.

G. Height

The maximum height for the mixed-use structure shall be three (3) stories, with a useable rooftop space.

H. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time.

I. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

J. Fencing

Fencing shall not be required on the Property. The absence of perimeter fencing will assist vehicular and pedestrian ingress and egress to the Property from the sidewalk and alley. Additionally, this request is consistent with other nearby commercial uses abutting residential lots on this street.

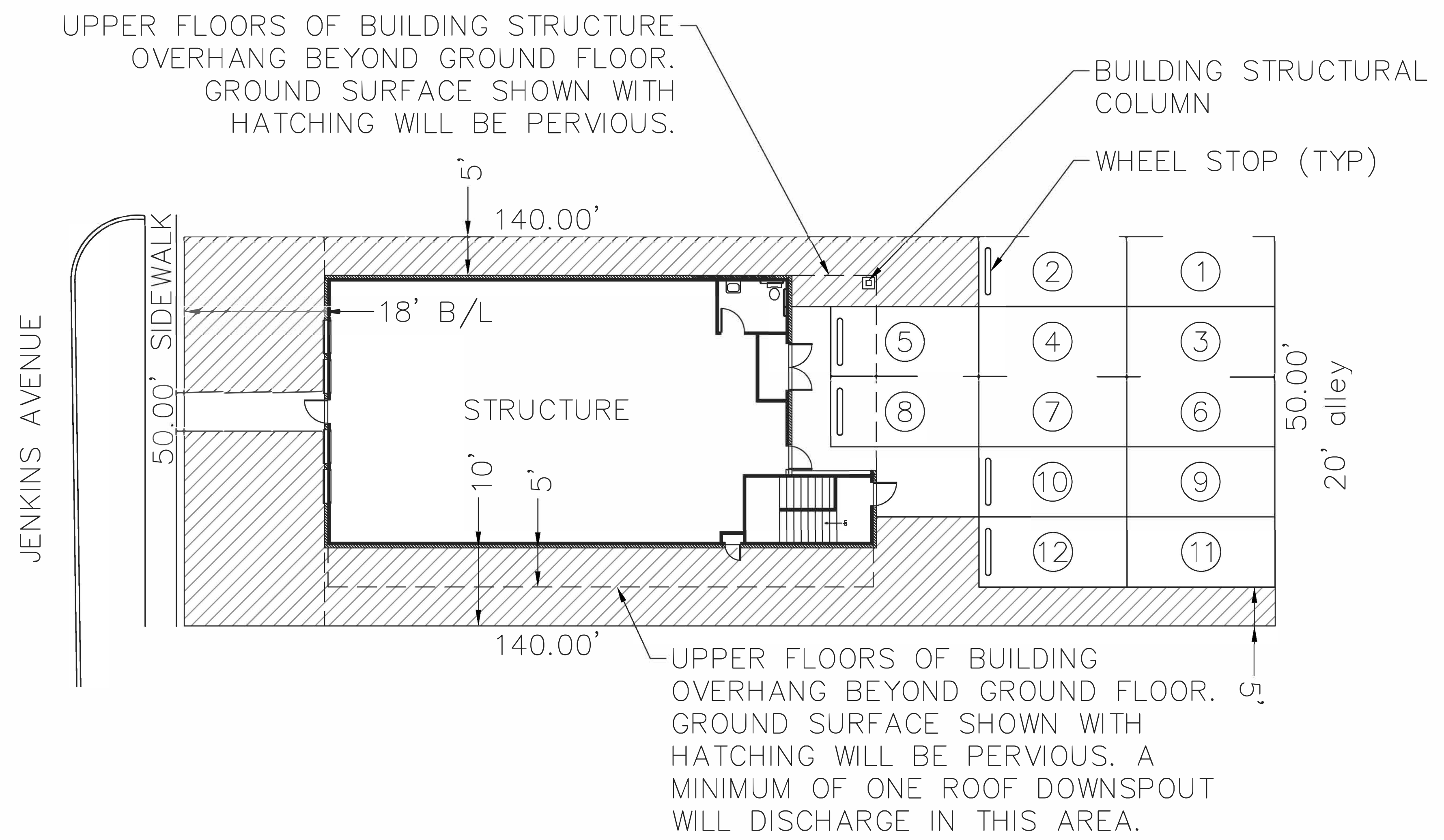
EXHIBIT A

Legal Description of the Property

Lots Forty-Eight (48) and Forty-Nine (49), in Block Four (4), of STATE UNIVERSITY ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B

Site Development Plan



HISTORIC DRAINAGE CONDITIONS
 TOTAL LOT AREA = 7,000 SF
 IMPERVIOUS AREA = 4,842 SF (69.2%)
 PERVIOUS AREA = 2,158 SF (30.8%)

PROPOSED DRAINAGE CONDITIONS
 TOTAL LOT AREA = 7,000 SF
 IMPERVIOUS AREA = 4,596 SF (65.7%)
 PERVIOUS AREA = 2,404 SF (34.3%)

LOT 48 49, BLOCK 4
 STATE UNIVERSITY ADDITION
 765 S. JENKINS AVE.

WINDSTONE



Exhibit B

EXHIBIT C
Allowable Uses

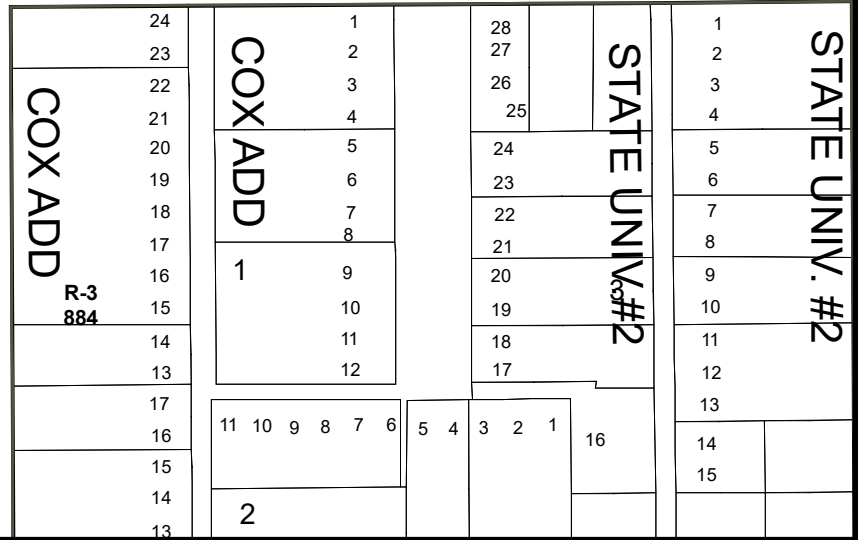
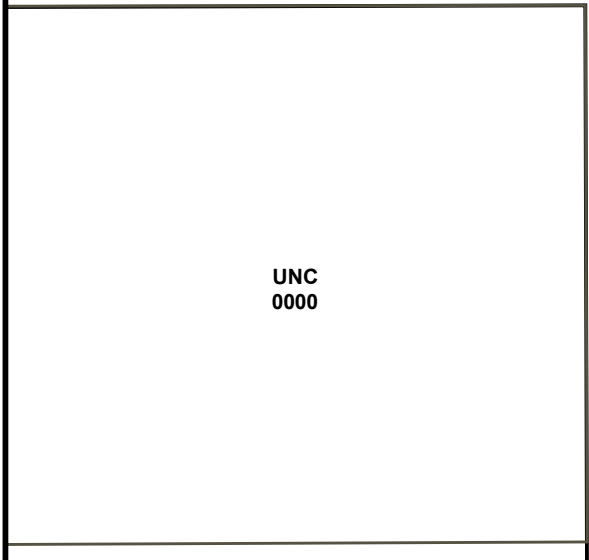
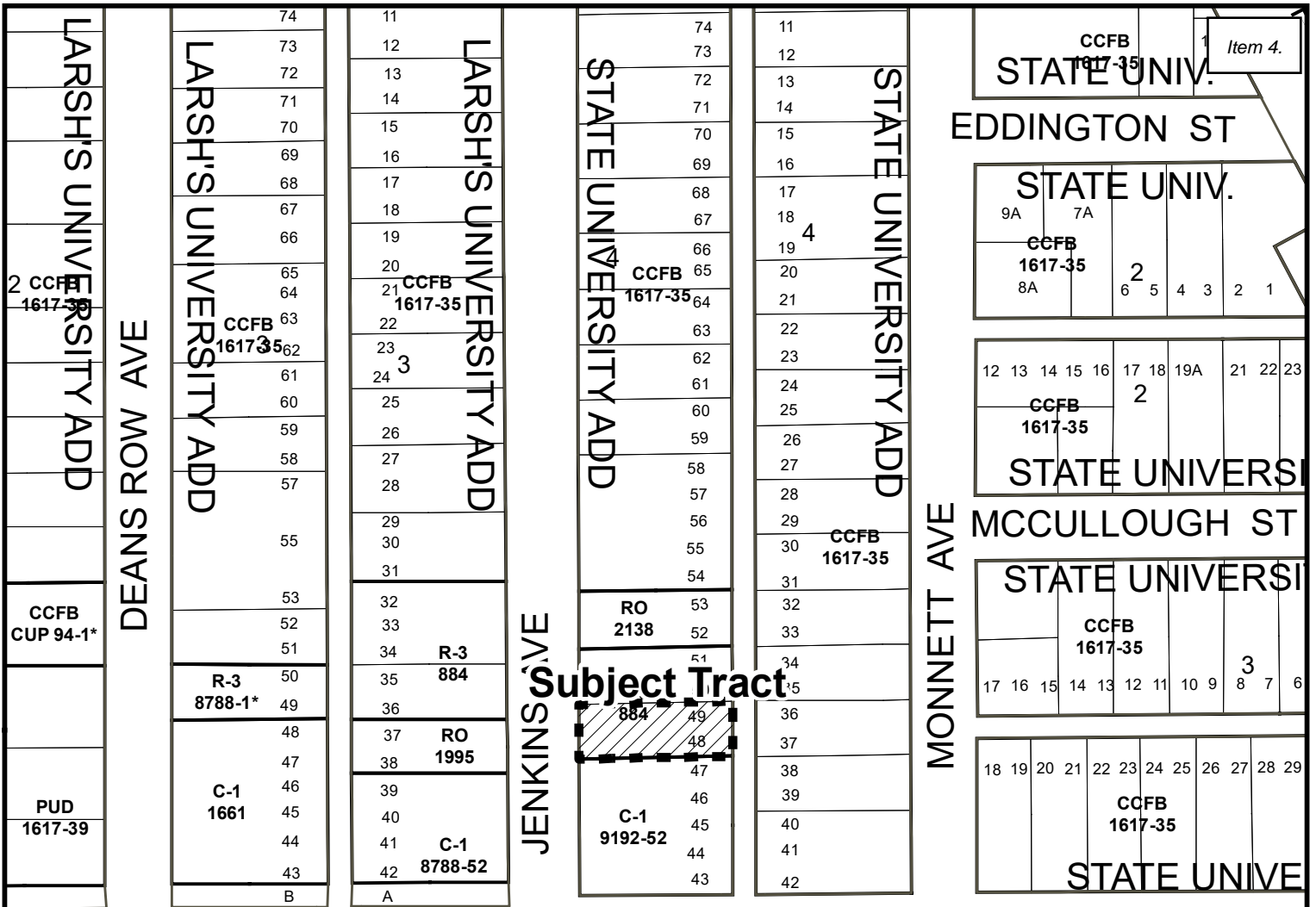
Ground Floor Retail Uses

- 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.
- Child Care Center.
- 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 or motel.
- 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.

Residential Uses for Upper Stories

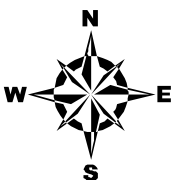
- Multifamily Residential Units are allowed on the upper stories, with a maximum of six (6) bedrooms per story.



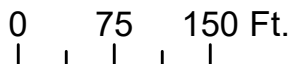
Location Map



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.



May 3, 2022



 Subject Tract
 Zoning

Applicant: BMH Jenkins 2022, LLC

Project Location: 765 Jenkins Avenue

Case Number: PD22-11

Time: 5:30 p.m.

Applicant/Representative

Gunner Joyce

Sean Rieger

Joey Wishnuck

Attendees

None

City Staff

Colton Wayman, Planner I

Application Summary

The applicant is requesting a NORMAN 2025 amendment to Mixed Use and Rezoning to SPUD, Simple Planned Unit Development.

Neighbor's Comments/Concerns/Responses

No neighbors attended the meeting.

ORDINANCE NO. O-2223-3

ITEM NO. 5

STAFF REPORT

GENERAL INFORMATION

APPLICANT	BMH Jenkins 2022, L.L.C.
REQUESTED ACTION	Rezoning to SPUD, Simple Planned Unit Development
EXISTING ZONING	R-3, Multi-Family Dwelling District
SURROUNDING ZONING	North: R-3, Multi-Family Dwelling District East: CCFBC, Center City Form-Based Code South: C-1, Local Commercial District West: R-3, Multi-Family Dwelling District and RO, Residence-Office District
LOCATION	765 Jenkins Avenue
WARD	Ward 4
CORE AREA	Yes
AREA/SF	7,000 square feet, more or less
PURPOSE	Mixed Use Building
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single-family residential East: Single-family residential South: Commercial West: Single-family residential/Commercial
LAND USE PLAN DESIGNATION	Low Density Residential
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: The applicant is requesting to rezone from R-3, Multi-Family Dwelling District to SPUD, Simple Planned Unit Development to allow for a mixed use building with commercial and residential uses.

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PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-11, June 6, 2022
Greenbelt forwards this item with no additional comments.

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No neighbors attended the meeting.

ZONING ORDINANCE CITATION:

SEC 420.05 – 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.

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regulations and location of specific elements of the development, such as open space screening.

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SITE PLAN/ACCESS: The site will be accessed from the alley for vehicular traffic. Pedestrians may access the site through the front or rear of the building.

LANDSCAPING: A minimum of two (2) trees of two-inch caliper or greater will be planted and maintained in the front yard. The applicant has stated the intent to provide additional landscaping to other portions of the property and will finalize these plans during final site development.

SIGNAGE: Signage will follow the City of Norman Sign Code for commercial uses.

LIGHTING: All new exterior lighting shall comply with the applicable provisions of the City of Norman's Commercial Outdoor Lighting Standards. Any exterior lighting shall not spill onto adjacent properties or create glare.

FENCING: No fencing is proposed for the site. The applicant has stated that this will assist vehicular and pedestrian ingress and egress to the property from the sidewalk and alley.

BUILDING HEIGHT: Building height is limited to three (3) stories with a usable rooftop space.

PARKING: The parking lot will have twelve spots in the rear of the property, as shown on Site Development Plan. All parking spots will be accessed from the alley.

PHASES: Only one building will be built on the site.

EXTERIOR BUILDING MATERIALS: The applicant is requesting to construct the building using one, and/or a combination of, the following materials:

- Brick
- Glass
- Stone
- Synthetic stone
- Stucco
- EIFS
- Masonry
- Metal accents

- Composition shingles

ALTERNATIVES/ISSUES:

IMPACTS: This rezoning proposal for a mixed-use building is located on an approximately 7,000 square foot property. The following are the proposed setbacks:

- Front: 18 feet
- Side:
 - North: 5 feet
 - South Foundation: 10 feet
 - South Building Overhang: 5 feet
- Rear: 40 feet

The surrounding area contains a mixture of residential and nonresidential uses. To the north is a single-family home and commercial building. Adjacent to the site to the south is a commercial building; whereas to the west is a single-family home and commercial building. Finally, to the east is a single-family home and vacant lots.

The Site Development Plan in the SPUD Narrative indicates a total impervious coverage of 65.7% for the property. This is a reduction from historic drainage conditions for the property that are calculated at 69.2% impervious coverage.

STAFF ANALYSIS: The applicant is seeking a rezoning to SPUD, Simple Planned Unit Development to allow for a three-story mixed-use building with commercial uses on the bottom floor. The building will also have a useable rooftop space for tenants.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments

PUBLIC WORKS/ENGINEERING: Sanitary sewer and water improvements are existing. Jenkins Avenue paving is existing. Sidewalk is existing. If any damage occurs to the existing sidewalk during construction, the sidewalk will be replaced prior to occupancy.

TRAFFIC ENGINEER: No comments

UTILITIES: No comments

CONCLUSION: Staff forwards this request for rezoning from R-3, Multi-Family Dwelling District to SPUD, Simple Planned Unit Development, as Ordinance No. O-2223-3 for consideration by the Planning Commission and a recommendation to City Council.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 11, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 11th day of August, 2022.

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

Chair Erica Bird called the meeting to order at 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Kevan Parker
- Liz McKown
- Steven McDaniel
- Erica Bird
- Doug McClure
- Cameron Brewer
- Shaun Axton

MEMBERS ABSENT

- Jim Griffith
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Roné Tromble, Recording Secretary
- Colton Wayman, Planner I
- Logan Hubble, Planner I
- Ken Danner, Subdivision Development Manager
- Jack Burdett, Subdivision Development Coordinator
- Jami Short, Traffic Engineer
- Beth Muckala, Asst. City Attorney
- Todd McLellan, Development Engineer

* * *

Item No. 4, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2223-7: BMH JENKINS 2022, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW DENSITY RESIDENTIAL DESIGNATION TO MIXED USE DESIGNATION FOR APPROXIMATELY 0.16 ACRES OF PROPERTY LOCATED AT 765 JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 5, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-3: BMH JENKINS 2022, L.L.C. REQUESTS REZONING FROM R-3, MULTI-FAMILY DWELLING DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 0.16 ACRES OF PROPERTY LOCATED AT 765 JENKINS AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-C
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes.

APPLICANT PRESENTATION:

1. Sean Rieger, 136 Thompson Drive, representing the applicant, presented the project.
2. Ms. McKown asked about the building setback. Mr. Rieger responded.
Ms. McKown asked whether they have identified a commercial tenant. Mr. Rieger responded they have not.
3. Mr. Axton asked about the commercial and parking. Mr. Rieger responded.
Mr. Axton asked the height of the building. Mr. Rieger responded.
Mr. Axton asked about the tandem parking in the rear. Mr. Rieger responded.
4. Ms. Bird commented on tandem parking she has seen in California. She also commented on the walkability of the area. She asked if the drive in the front will go away. Mr. Rieger responded affirmatively.
5. Mr. Brewer asked about preliminary designs for the front façade. Mr. Rieger responded they intend to follow the spirit of Center City.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Brewer asked if there are examples of tandem parking. Ms. Hudson responded. Ms. Bird noted the Primrose Funeral Home has a very long row for parking.

Steven McDaniel moved to recommend adoption of Resolution No. R-2223-7 and Ordinance No. O-2223-3 to City Council. Shaun Axton seconded the motion.

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

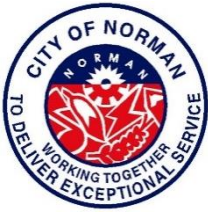
YEAS	Kevan Parker, Liz McKown, Steven McDaniel, Erica Bird, Doug McClure, Cameron Brewer, Shaun Axton
NAYES	None
ABSENT:	Jim Griffith, Michael Jablonski

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2223-7 and Ordinance No. O-2223-3 to City Council, passed by a vote of 7-0.

* * *

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHT (8), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR RESIDENTIAL USES; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF EAST TECUMSEH ROAD AND 12TH AVENUE N.E.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Red Rock Land Fund, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-5: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHT (8), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR RESIDENTIAL USES; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF EAST TECUMSEH ROAD AND 12TH AVENUE N.E.)

PROJECT OVERVIEW:

Red Rock Land Fund, L.L.C. is requesting a rezoning to PUD, Planned Unit Development, for a single-family residential development to include the multigenerational housing component, located at the N.W. corner of E. Tecumseh Road and 12th Avenue N.E. The site is currently vacant.

The subject property was included in the Red Canyon Ranch Planned Unit Development in 2008, with Ordinance O-0708-40. The original PUD called for commercial uses on the subject property. In 2015, Ordinance O-1516-34 amended the Red Canyon Ranch Planned Unit Development to reduce the size of the commercial area, replacing some commercial land with more residential land use.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-12, July 19, 2022

Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD22-12, May 26, 2022

No neighbors attended this meeting.

ZONING ORDINANCE CITATION:

SEC. 420 – 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.

ZONING:

The subject property is currently zoned PUD, Planned Unit Development, by Ordinance O-1516-34.

STAFF ANALYSIS: The particulars of this PUD include:

USE: The PUD Narrative includes the following uses:

- Detached single family dwellings;
- Multigenerational suites;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits; and
- Temporary Parking Lots.

The PUD Narrative states the following regarding the multigenerational suites:

“The residential dwellings shall be allowed to feature Multigenerational Suites within and as a part of the single-family dwelling construction, so long as such suites do not exceed 400 SF. The multigenerational suites may provide features including mini-kitchens with cooking facilities in order to provide some degree of independent living for its occupants. The multigenerational suite may have a separate exterior entry, however the suite is required to be connected and accessible to the remainder of the single-family dwelling. The multigenerational suite may NOT have separate utility meters from the remainder of the house, may NOT have a separate garage or separate parking, and may not have a separate mailing or street address. The multigenerational suite must utilize the same mailbox and street address as the remainder of the single-family dwelling. The total square footage of the primary home on the lot and the Multigenerational Suite, if utilized, shall be used to determine which coverage ratio shall be utilized for the lot. The multigenerational suite may not be separately rented apart from the remainder of the single-family dwelling.”

AREA REGULATIONS: The PUD Narrative includes the following setbacks:

- Front Yard: 10-foot front-yard setback line, with a 19-foot front yard setback for garage structures.
- Side Yard: 5-foot side-yard setback line.
- Rear Yard: 10-foot rear-yard setback line or setback to the utility easement along the back of yard if it is larger than the 10 feet.

Lots will be at least 6,000 square feet in area, with general dimensions of 60 feet wide and 100 feet deep, though dimensions can vary widely.

HOUSING CONSTRUCTION: The PUD will contain one or two story single-family detached homes. Garages may have capacity for 1-3 vehicles. Houses will have a minimum of 1,150 square feet of living space. All houses will have a minimum pitch slope of 4:12, with gray shingles. Any exterior improvements made to any property must be approved by the Architectural Control Committee prior to construction. Home exteriors shall be at least 50% masonry, with the remaining 50% being of materials, which will blend with the masonry.

FENCING: A fence will be constructed along the perimeter of the PUD where residential lots abut 12th Avenue N.E. and Tecumseh Road. Fencing may be constructed in other areas of the PUD as well. Fences may be constructed using masonry, metal, and wood.

AMENITIES: The PUD narrative includes the following amenities:

- Walking trails constructed with hard pavement or other suitable materials
- Open space comprising a minimum of 10% of the development
- Park land

SALES TRAILER: A sales trailer will be allowed for use by sales representatives at the site. It will have a temporary parking area for customers. The trailer will be removed after the last lot is sold, or sooner if desired by the developer.

OPEN SPACE: Open space totals over 10% of the total Red Canyon Ranch Addition. Lighting in common areas will be shielded from single-family homes. Light poles will be no taller than 20 feet. Decorative street lights are allowed within the PUD.

Due to the extensive open space being afforded to common areas for the shared experience of the residents, building coverage ratios, determined by the total square feet of the home's building footprint on the lot, may be as follows:

- Lots with homes up to 1,500 s.f.: 75% coverage
- Lots with homes up to 2,000 s.f.: 79% coverage
- Lots with homes up to 2,500 s.f.: 83% coverage

ACCESS/PARKING/SIDEWALKS: The PUD will extend existing public streets to serve all residential lots. No private gates are planned. Landscape buffers will meet City of Norman sight triangle requirements. Streets will have adequate circulation for fire department and waste management services. Sidewalks will be at least four feet wide and provide adequate handicapped access to buildings and amenities. A five-foot wide sidewalk will be constructed along 12th Avenue N.E. and Tecumseh Road. Trails within the PUD will be excluded from ADA guidelines.

PHASES: The PUD may be developed in phases, beginning as market demand allows. Phasing may be modified at the discretion of the developer. Roll-off dumpsters will be allowed for temporary construction purposes.

PROPERTY OWNER ASSOCIATION: A POA will be created to maintain all common elements, including the right-of-way along 12th Avenue N.E. and Tecumseh Road, as well as pathways, private open areas, and improvements.

SITE PLAN: The Site Plan is shown in Exhibit B of the PUD Narrative. The site plan shows 28 residential lots. The PUD will have access points off Carolyn Ridge Road and Black Mesa Road, both of which will continue into the PUD.

ALTERNATIVES/ISSUES:

IMPACTS: This PUD will change the use of the site from commercial to single-family residential, matching the rest of the Red Canyon Ranch Addition.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Consider Appendix B, C, and D for water supply and fire access.

PUBLIC WORKS/ENGINEERING: Improvements as part of the preliminary plat consist of paving, drainage, sanitary sewer, water, sidewalks and fencing.

TRAFFIC ENGINEER: No comments

UTILITIES: No comments

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Unit Development, Ordinance O-1516-24, to PUD, Planned Unit Development, as Ordinance O-2223-5 for consideration by City Council.

At their meeting of August 11, 2022, Planning Commission unanimously recommended adoption of Ordinance O-2223-5 by a vote of 6-0.

O-2223-5

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHT (8), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR RESIDENTIAL USES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

(Northwest corner of E. Tecumseh Road and 12th Avenue N.E.)

§ 1. WHEREAS, Red Rock Land Fund, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the PUD, Planned Unit Development District (O-1516-34) 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 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

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

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development District and place the same in the PUD, Planned Unit Development District, to wit:

A tract of land lying in the Southeast Quarter (S.E. ¼) of Section Eight (8), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the Southeast Corner of said S.E. ¼; **THENCE** North 00°00'16" East, along the East line of said Southeast Quarter, a distance of 115.00 feet to the **POINT OF BEGINNING**;

Ordinance No. O-2223-5

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THENCE North 89°52'13" West a distance of 65.00 feet to a point, said point being the intersection of the Northerly Right of Way line of Tecumseh Road (as set out in GRANT OF EASEMENT, recorded in Book 3381, Page 345) and the Westerly Right of Way line of 12th Ave. N.E.; THENCE along said northerly Right of Way line the following four (4) courses:

- 1) South 45°00'50" West a distance of 35.35 feet;
- 2) South 89°57'08" West a distance of 95.03 feet;
- 3) South 88°18'22" West a distance of 500.22 feet;
- 4) North 86°23'57" West a distance of 156.03 feet to the Southeast corner of Lot 9, Block 3 of the filed final plat of RED CANYON RANCH ADDITION SECTION 1 (as filed in Book 22 of Plats, Page 113);

THENCE along the property line of said final plat the following three (3) courses:

- 1) THENCE North 08°12'35" West a distance of 245.15 feet;
- 2) THENCE North 10°21'01" West a distance of 252.63 feet;
- 3) THENCE North 14°40'56" West a distance of 108.16 feet to a point, said point being the Southwest corner of the filed final plat of RED CANYON RANCH ADDITION SECTION 6 (as filed in Book 25 of Plats, Page 6);

THENCE along the property line of said final plat the following four (4) courses:

- 1) South 89°59'41" East a distance of 743.05 feet to a point on a non-tangent curve;
- 2) Around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord which bears North 09°07'27" East a distance of 39.59 feet) with an arc length of 39.76 feet;
- 3) North 00°00'43" East a distance of 22.29 feet;
- 4) South 89°59'17" East a distance of 199.27 feet to a point on the East line of said S.E. ¼;

THENCE South 00°00'16" West along said East line a distance of 627.14 feet to the **POINT OF BEGINNING**.

Said tract contains 12.41 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:420 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 and Site Development Plan, approved by the Planning Commission on August 11, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

Ordinance No. O-2223-5

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§ 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 _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

RED CANYON RANCH EAST

A Planned Unit Development
Norman, Oklahoma

A PROJECT BY RED ROCK LAND FUND, LLC
1320 N. Porter
Norman, OK 73071

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
NORMAN 2025 LAND USE AMENDMENT
PRELIMINARY PLAT

July 1, 2022
Revised August 9, 2022

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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I. INTRODUCTION

The Red Canyon Ranch neighborhood is an existing Planned Unit Development (“PUD”) generally at the NW corner of 12th Ave. NE and E. Tecumseh Road. This application is a revision to the existing PUD for the property more particularly described on **Exhibit A** (the “Property”). The Property contains approximately 12.41 acres. This submittal seeks to rezone the Property in order to allow for the extension of the Red Canyon Ranch neighborhood with approximately 28 additional residential lots. This PUD seeks to mirror the allowances for the rest of the applicant’s Red Canyon Ranch residential development.

II. PROPERTY DESCRIPTION/EXISTING SITE CONDITIONS

A. Location

The Property is located at the NW corner of 12th Avenue N.E. and Tecumseh Road.

B. Existing Land Use and Zoning

The Property is currently zoned as a previously approved PUD. The Red Canyon Ranch neighborhood is partially built out and continues to develop under prior PUD guidelines.

C. Elevation and Topography

The site consists of sloping terrain generally draining to the east. As previously noted in the existing Red Canyon Ranch PUD, severe terrain within the neighborhood has influenced the development and justified modification of building setbacks to reduce grading. The end result is substantial additional open space and scenic views for the residents and passing public within the addition. No portion of the site is in the 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has previously been submitted that illustrated the detention requirements and the solutions planned. The previously submitted reports will be updated as necessary to reflect the proposed revisions to the Site Development Plan for the Property.

E. Utility Services

The necessary utility services for this project are already located on or near the Property.

F. Fire Protection Services

Fire protection services shall be provided in accordance with all applicable City of Norman regulations for such services.

G. Traffic Circulation and Access

Traffic circulation and access to the Property shall be allowed in the manner shown on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

A. Uses Permitted; Single-Family Community

The Site Development Plan for the Property is attached hereto as **Exhibit B**, and a Typical Lot Site Plan showing a typical development of a single lot within the Property is attached as **Exhibit C**. The development of the Property shall be generally constructed as presented thereon, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance. The Property will consist of approximately 28 residential lots, which may contain Multigenerational Suites in accordance with the terms of this PUD. A typical layout of a Multigenerational Suite is attached as **Exhibit D**. A complete list of the allowable uses for the Property is attached as **Exhibit F**.

B. Area Regulations

Each individual residential lot shall comply with the following setbacks and regulations:

- a. **Front Yard:** 10-foot front yard building setback line, with a 19-foot front yard setback for garage structures. This is intended to allow for the capability of living areas of the house to come forward and greet the streetscape ahead of the garage facades.
- b. **Side Yard:** 5-foot side yard building setback line.
- c. **Rear Yard:** 10-foot rear yard building setback line, or setback to the utility easement along the back of yard if it is larger than the 10 feet.
- d. **Lot Sizes:** Lots to be at least approximately 6,000 gross square feet in area with dimensions being generally 60 feet wide and 100 feet deep, which lot dimensions can be widely varied throughout the Addition.

C. Housing Construction

All aspects of all exterior improvements made to any improvement in the Red Canyon Ranch Addition must first be approved in writing by the Architectural Control Committee prior to commencement of construction.

The requirements set forth below are not exhaustive or exacting as to the requirements that may be set forth by the Architectural Control Committee, which may be modified, amended, revised or contain much more extensive, restrictive, and descriptive architectural provisions in the private covenants governing the Addition:

Homes in the PUD will be standard construction, single family, detached homes. Houses will be of standard wood frame construction. Houses may be one or two stories. Garages may be one, two, or three vehicle capacity.

The minimum square foot area requirements for structures in Red Canyon Ranch shall be 1,150 square feet. This minimum figure is for living space and is exclusive of garages, covered porches, patios, and breezeways.

All the roofs shall be completed using shingles with a minimum weight of 210 pounds per square. The roofs must have a minimum pitch slope of 4 on 12. All other roofs, along with all aspects of all exterior improvements made to any property in the Addition, must be approved by the Architectural Control Committee in writing prior to commencement of construction.

The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which will blend together with the masonry.

The residential dwellings shall be allowed to feature Multigenerational Suites within and as a part of the single-family dwelling construction, so long as such suites do not exceed 400 SF. The multigenerational suites may provide features including mini-kitchens with cooking facilities in order to provide some degree of independent living for its occupants. The multigenerational suite may have a separate exterior entry, however the suite is required to be connected and accessible to the remainder of the single-family dwelling. The multigenerational suite may NOT have separate utility meters from the remainder of the house, may NOT have a separate garage or separate parking, and may not have a separate mailing or street address. The multigenerational suite must utilize the same mailbox and street address as the remainder of the single-family dwelling. The total square footage of the primary home on the lot and the Multigenerational Suite, if utilized, shall be used to determine which coverage ratio shall be utilized for the lot. The

multigenerational suite may not be separately rented apart from the remainder of the single-family dwelling.

D. Fencing

A fence will be constructed along the perimeter of the PUD where there are residential lots abutting 12th Avenue N.E. and Tecumseh Road. Fencing may be constructed in other areas of the PUD as well in the discretion of the Developer. Construction material may be a combination of masonry, metal/iron, and wood. Construction of the fence may be phased along with the development of the PUD as the lots are built out.

E. Amenities Located in the Red Canyon Ranch Addition

- a. Walking trail(s), which may be constructed of hard pavement and/or other suitable materials.
- b. Open space will be provided minimum of 10% of gross area.
- c. Park land will be within the PUD, and may be provided as private park land.

F. Sales Trailer

A temporary trailer will be allowed for use by sales representatives. The facility will have a temporary parking area for customers. The trailer will be removed after the last lot is sold, or sooner if desired by the developer.

G. Open space and green space

Open space areas are located throughout the Red Canyon Ranch Addition and form an extensive feature of the neighborhood. Open space totals over approximately 10% of the Property. A depiction of the proposed open space is attached as **Exhibit E**.

The Property will utilize existing walkways, trails, park/picnic areas, playgrounds, splashpads, and natural green space areas located within the Red Canyon Ranch Addition.

Adequate Park land for the Property currently exists as private park land within the Red Canyon Ranch Addition, and so long as such private park land is in excess of the amount that would have been required of public park land, then there will be no public requirement of park land or fee in lieu of.

All lighting over any common area will be shielded from adjacent single-family homes and will have poles of maximum height of 20 feet. Decorative street lights will be allowed within the PUD, in the common areas, and along the streets of the PUD.

Due to the extensive open space being afforded to common areas for the shared experience of the residents, building coverage ratios, determined by the total square feet of the home's building footprint on the lot, may be as follows:

- a. For lots with homes of up to 1,500 s.f.: 75% coverage
- b. For lots with homes of up to 2,000 s.f.: 79% coverage
- c. For lots with homes of up to 2,500 s.f.: 83% coverage

H. Traffic access/circulation/parking and sidewalks

The Property will use the existing public streets and shall extend said streets to serve all residential lots contemplated herein. No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation provided for the fire department and City Waste Management Services.

All private sidewalks will be at least four feet (4') wide and provide adequate access (normal/handicapped) to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided along 12th Avenue N.E. and Tecumseh Road, constructed to City of Norman Standards.

Any trails within the Addition shall be excluded from any requirements to meet ADA guidelines as many of them are planned to follow the natural landscape and feature the natural beauty of the terrain and land.

I. Development Phasing

The project may be developed in phases to begin as soon as the market demand will support. Market demand will be the determining factor in the number of units constructed. Phasing may be modified at the discretion of Developer. Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

J. Property Owner Association

A mandated POA will be created to maintain all common elements including the right-of-way along 12th Avenue NE and Tecumseh Road, the intended pathways and all private open areas and improvements.

EXHIBIT A**Legal Description**

A tract of land lying in the Southeast Quarter (S.E. ¼) of Section Eight (8), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the Southeast Corner of said S.E. ¼:

THENCE North 00°00'16" East, along the East line of said Southeast Quarter, a distance of 115.00 feet to the POINT OF BEGINNING;

THENCE North 89°52'13" West a distance of 65.00 feet to a point, said point being the intersection of the Northerly Right of Way line of Tecumseh Road (as set out in GRANT OF EASEMENT, recorded in Book 3381, Page 345) and the Westerly Right of Way line of 12th Ave. N.E.;

THENCE along said northerly Right of Way line the following four (4) courses;

- 1) South 45°00'50" West a distance of 35.35 feet;
- 2) South 89°57'08" West a distance of 95.03 feet;
- 3) South 88°18'22" West a distance of 500.22 feet;
- 4) North 86°23'57" West a distance of 156.03 feet to the Southeast corner of Lot 9, Block 3 of the filed final plat of RED CANYON RANCH ADDITION SECTION 1 (as filed in Book 22 of Plats, Page 113);

THENCE along the property line of said final plat the following three (3) courses;

- 1) THENCE North 08°12'35" West a distance of 245.15 feet;
- 2) THENCE North 10°21'01" West a distance of 252.63 feet;
- 3) THENCE North 14°40'56" West a distance of 108.16 feet to a point, said point being the Southwest corner of the filed final plat of RED CANYON RANCH ADDITION SECTION 6 (as filed in Book 25 of Plats, Page 6);

THENCE along the property line of said final plat the following four (4) courses:

- 1) South 89°59'41" East a distance of 743.05 feet to a point on a non-tangent curve;
- 2) Around a curve to the left having a radius of 125.00 feet (said curve subtended by a chord which bears North 09°07'27" East a distance of 39.59 feet) with an arc length of 39.76 feet;
- 3) North 00°00'43" East a distance of 22.29 feet;
- 4) South 89°59'17" East a distance of 199.27 feet to a point on the East line of said S.E. ¼;

THENCE South 00°00'16" West along said East line a distance of 627.14 feet to the POINT OF BEGINNING.

Said tract contains 12.41 acres, more or less.

EXHIBIT C

Typical Lot Site Plan

EXHIBIT "C"
TYPICAL LOT SITE PLAN
RED CANYON RANCH EAST

NOT TO SCALE

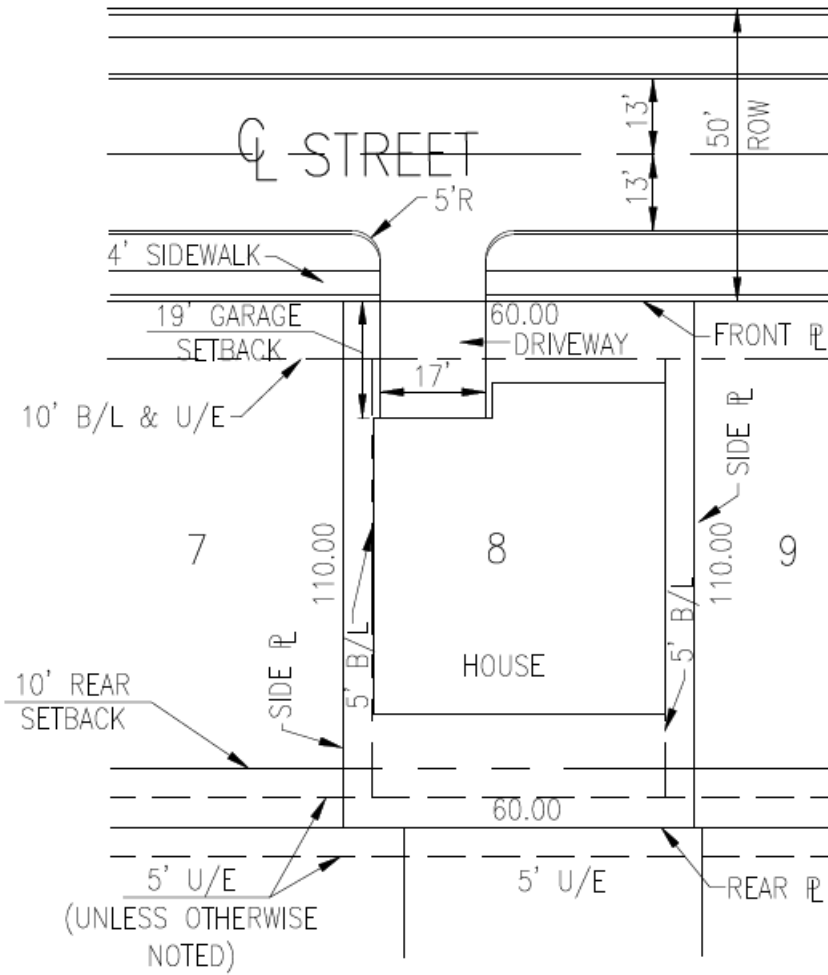


EXHIBIT D

Typical Layout of Multigenerational Suites
(referred to as In-law Suite below)
Page 1 of 2

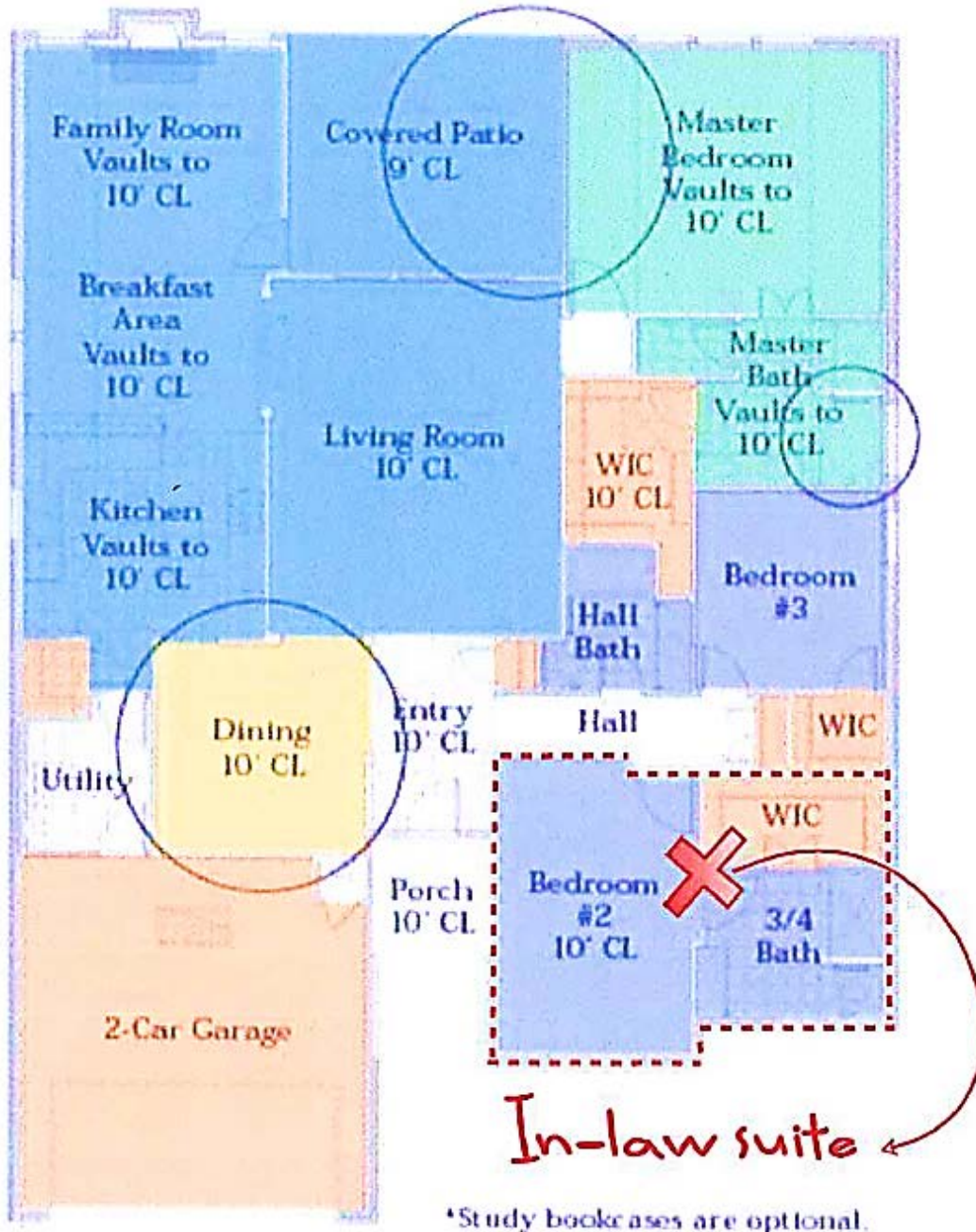


EXHIBIT D

Typical Layout of Multigenerational Suites
(referred to as In-law Suite below)
Page 2 of 2

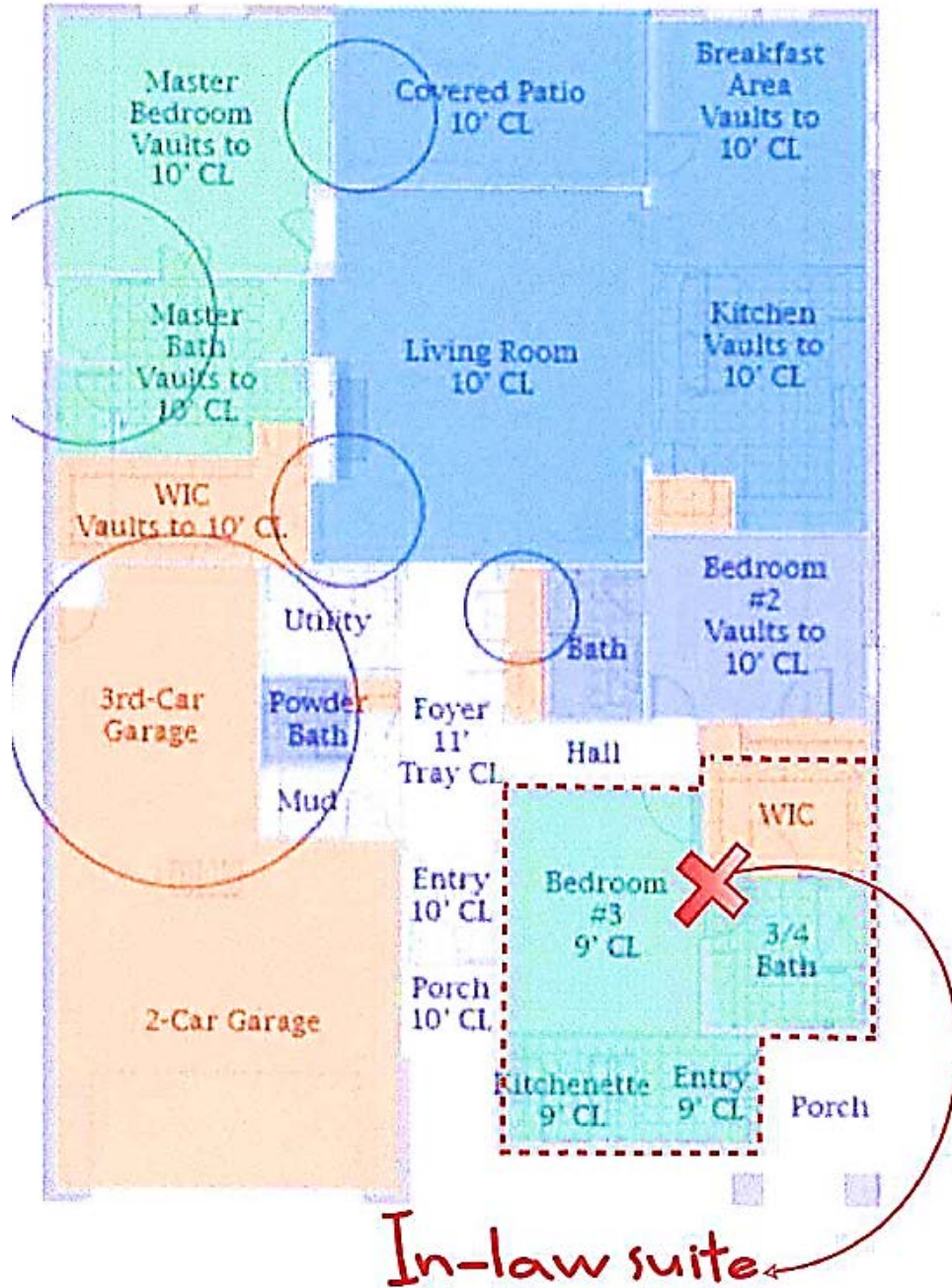


EXHIBIT E

Greenspace Exhibit

EXHIBIT "E"
GREENSPACE EXHIBIT
RED CANYON RANCH EAST

NOT TO SCALE

GREENSPACE ~ 3.31 ac.±



EXHIBIT F

Allowable Uses

- Detached single family dwellings;
- Multigenerational Suites;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits; and
- Temporary Parking Lots.

ORDINANCE NO. O-2223-5

ITEM NO. 7

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Red Rock Land Fund, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	PUD, Planned Unit Development, established in O-0708-40, as amended by O-1516-34
SURROUNDING ZONING	North: PUD, Planned Unit Development, O-1516-34 East: A-2, Rural Agricultural District South: C-1, Local Commercial District, and PUD, Planned Unit Development, O-1314-21 West: PUD, Planned Unit Development, O-1516-34
LOCATION	NW corner of E. Tecumseh Road and 12 th Avenue N.E.
WARD	Ward 6
CORE AREA	No
AREA/SF	12.41 acres more or less
PURPOSE	Low Density Residential
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single Family Residential East: Single Family Residential South: Single Family Residential/Vacant West: Single Family Residential
LAND USE PLAN DESIGNATION	Commercial
GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: Red Rock Land Fund, L.L.C. is requesting a rezoning to Planned Unit Development, for a single-family residential development to include the multigenerational housing component, located at the N.W. corner of E. Tecumseh Road and 12th Avenue N.E. The site is currently vacant.

The subject property was included in the Red Canyon Ranch Planned Unit Development in 2008, with Ordinance No. O-0708-40. The original PUD called for commercial uses on the subject property. In 2015, Ordinance No. O-1516-34 amended the Red Canyon Ranch Planned Unit Development to reduce the size of the commercial area, replacing some commercial land with more residential land use.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 22-12, July 19, 2022
Greenbelt forwards this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD22-12, May 26, 2022
No neighbors attended this meeting.

ZONING ORDINANCE CITATION:

SEC. 420 – 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.

EXISTING ZONING: The subject property is currently zoned PUD, Planned Unit Development, by Ordinance No. O-1516-34.

STAFF ANALYSIS: The particulars of this PUD include:

USE: The PUD Narrative includes the following uses:

- Detached single family dwellings
- Multigenerational housing
- Family day care home
- General purpose farm or garden
- Home occupations
- Municipal recreation or water supply
- Accessory buildings
- Model homes and/or Sales Office, subject to the applicable permits
- Temporary Parking Lots

AREA REGULATIONS: The PUD Narrative includes the following setbacks:

- Front Yard: 10-foot front-yard setback line, with a 19-foot front yard setback for garage structures.
- Side Yard: 5-foot side-yard setback line.
- Rear Yard: 10-foot rear-yard setback line or setback to the utility easement along the back of yard if it is larger than the 10 feet.

Lots will be at least 6,000 square feet in area, with general dimensions of 60 feet wide and 100 feet deep, though dimensions can vary widely.

HOUSING CONSTRUCTION: The PUD will contain one or two story single-family detached homes. Garages may have capacity for 1-3 vehicles. Houses will have a minimum of 1,150 square feet of living space. All houses will have a minimum pitch slope of 4:12, with gray shingles. Any exterior improvements made to any property must be approved by the Architectural Control Committee prior to construction. Home exteriors shall be at least 50% masonry, with the remaining 50% being of materials which will blend with the masonry.

FENCING: A fence will be constructed along the perimeter of the PUD where residential lots abut 12th Avenue N.E. and Tecumseh Road. Fencing may be constructed in other areas of the PUD as well. Fences may be constructed using masonry, metal, and wood.

AMENITIES: The PUD narrative includes the following amenities:

- Walking trails constructed with hard pavement or other suitable materials
- Open space comprising a minimum of 10% of the development
- Park land

SALES TRAILER: A sales trailer will be allowed for use by sales representatives at the will have a temporary parking area for customers. The trailer will be removed after the last lot is sold, or sooner if desired by the developer.

OPEN SPACE: Open space totals over 10% of the total Red Canyon Ranch Addition. Lighting in common areas will be shielded from single-family homes. Light poles will be no taller than 20 feet. Decorative street lights are allowed within the PUD.

Due to the extensive open space being afforded to common areas for the shared experience of the residents, building coverage ratios, determined by the total square feet of the home's building footprint on the lot, may be as follows:

- Lots with homes up to 1,500 s.f.: 75% coverage
- Lots with homes up to 2,000 s.f.: 79% coverage
- Lots with homes up to 2,500 s.f.: 83% coverage

ACCESS/PARKING/SIDEWALKS: The PUD will extend existing public streets to serve all residential lots. No private gates are planned. Landscape buffers will meet City of Norman sight triangle requirements. Streets will have adequate circulation for fire department and waste management services. Sidewalks will be at least four feet wide and provide adequate handicapped access to buildings and amenities. A five-foot wide sidewalk will be constructed along 12th Avenue N.E. and Tecumseh Road. Trails within the PUD will be excluded from ADA guidelines.

PHASES: The PUD may be developed in phases, beginning as market demand allows. Phasing may be modified at the discretion of the developer. Roll-off dumpsters will be allowed for temporary construction purposes.

PROPERTY OWNER ASSOCIATION: A POA will be created to maintain all common elements, including the right-of-way along 12th Avenue N.E. and Tecumseh Road, as well as pathways, private open areas, and improvements.

SITE PLAN: The Site Plan is shown in Exhibit B of the PUD Narrative. The site plan shows 28 residential lots. The PUD will have access points off Carolyn Ridge Road and Black Mesa Road, both of which will continue into the PUD.

ALTERNATIVES/ISSUES:

IMPACTS: This PUD will change the use of the site from commercial to single-family residential, matching the rest of the Red Canyon Ranch Addition.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: Consider Appendix B, C, and D for water supply and fire access.

PUBLIC WORKS/ENGINEERING: Improvements as part of the preliminary plat consist of paving, drainage, sanitary sewer, water, sidewalks and fencing.

TRAFFIC ENGINEER: No comments

UTILITIES: No comments

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Development, No. O-1516-24, to PUD, Planned Unit Development, as Ordinance No. 2223-5 for consideration by the Planning Commission and a recommendation to City Council.

Item 5.

Applicant: Red Rock Land Fund, LLC

Project Location: NW Corner of Tecumseh Road and 12th Avenue NE

Case Number: PD22-12

Time: 6:00 p.m.

Applicant/Representative

Gunner Joyce
Sean Rieger

Attendees

None

City Staff

Colton Wayman, Planner I

Application Summary

The applicant is requesting a NORMAN 2025 amendment to Low Density Residential, amendment of the existing PUD, Planned Unit Development, and preliminary plat.

Neighbor's Comments/Concerns/Responses

No neighbors attended the meeting.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 11, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 11th day of August, 2022.

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

Chair Erica Bird called the meeting to order at 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Kevan Parker
- Liz McKown
- Steven McDaniel
- Erica Bird
- Doug McClure
- Cameron Brewer
- Shaun Axton

MEMBERS ABSENT

- Jim Griffith
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Roné Tromble, Recording Secretary
- Colton Wayman, Planner I
- Logan Hubble, Planner I
- Ken Danner, Subdivision Development Manager
- Jack Burdett, Subdivision Development Coordinator
- Jami Short, Traffic Engineer
- Beth Muckala, Asst. City Attorney
- Todd McLellan, Development Engineer

* * *

Item No. 6, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2223-18: RED ROCK LAND FUND, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM COMMERCIAL DESIGNATION TO LOW DENSITY RESIDENTIAL DESIGNATION FOR APPROXIMATELY 12.41 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF E. TECUMSEH ROAD AND 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

- 1. 2025 Map
- 2. Staff Report
- 3. Annotated Ordinance No. O-2223-4

and

Item No. 7, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2223-5: RED ROCK LAND FUND, L.L.C. REQUESTS REZONING FROM PUD, PLANNED UNIT DEVELOPMENT, TO PUD, PLANNED UNIT DEVELOPMENT FOR RESIDENTIAL USES, FOR APPROXIMATELY 12.41 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF E. TECUMSEH ROAD AND 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Staff Report
- 3. PUD Narrative with Exhibits A-F

and

Item No. 8, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2223-1: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY SWEETGRASS PARTNERS, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR RED CANYON RANCH EAST, A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 12.41 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF E. TECUMSEH ROAD AND 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Preliminary Plat
- 3. Staff Report
- 4. Pre-Development Summary
- 5. Greenbelt Commission Comments

Ms. McKown stated a need to recuse on these items, because she has a relative with a financial interest in the project.

Kevan Parker moved to allow Liz McKown to recuse for Items 6, 7 and 8. Shaun Axton seconded the motion.

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

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

Ms. Tromble announced that the motion, to allow Ms. McKown's recusal, passed by a vote of 6-0. Ms. McKown vacated her seat.

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes.
2. Mr. Axton thanked staff for including the location of the park.

APPLICANT PRESENTATION:

1. Sean Rieger, 136 Thompson Drive, representing the applicant, presented the project, changing a commercial corner to single-family multi-generational housing.
2. Mr. Parker commented there is not a lot of access for commercial in the area.
3. Ms. Bird spoke in support of a variety of home types.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Kevan Parker moved to recommend adoption of Resolution No. R-2223-18, Ordinance No. O-2223-5 and PP-2223-1 to City Council. Shaun Axton seconded the motion.

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

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

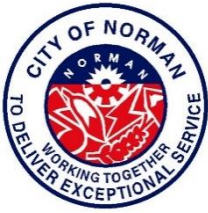
Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2223-18, Ordinance No. O-2223-5 and PP-2223-1 to City Council, passed by a vote of 6-0.

Ms. McKown returned to her seat.

* * *

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USE IN THE A-1, GENERAL AGRICULTURAL DISTRICT FOR PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF E. ROBINSON STREET APPROXIMATELY 2,000' EAST OF 24TH AVENUE N.E.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: City of Norman – Norman Utilities Authority

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-6 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USE IN THE A-1, GENERAL AGRICULTURAL DISTRICT FOR PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF E. ROBINSON STREET APPROXIMATELY 2,000' EAST OF 24TH AVENUE N.E.)

PROJECT OVERVIEW:

The applicant, City of Norman – Norman Utilities Authority (NUA), is requesting Special Use for Municipal Use with specific variances on the NUA facility. The subject property is currently zoned A-1, General Agricultural District with Special Use for Municipal Use. An amendment to the existing Special Use Permit is requested to allow for additional access off E. Robinson Street and for proposed variances to masonry requirements, gravel parking/drive standards, and landscaping requirements for the facility located in the northwest corner of the site – the NUA site.

In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows “municipal uses, public buildings and public utilities” in all zoning districts as a Special Use. The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the City to provide adequate services to the citizens.

Adopted by O-1920-14 in 2019, the City of Norman proposed to plat, amend the NORMAN 2025 Land Use designation and rezone this subject tract from A-2, Rural Agricultural District, to PL, Parkland, A-1, General Agricultural District, and A-1, General Agricultural District with Special Use for a Municipal Use. The site is planned for future municipal development; the new Emergency Operations Center, EOC, and to serve the future needs of the Utilities Department.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 19-15, August 19, 2019

Greenbelt forwarded this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD 22-15, July 28, 2022

There were no comments from those that attended the meeting.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

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

EXISTING ZONING: The subject property is currently zoned A-1, General Agricultural District, with Special Use for Municipal Uses.

STAFF ANALYSIS: Per directed changes to the Zoning Ordinance in 2017, Special Use for Municipal Use, Public Buildings and Public Utility can be granted in any zoning district. In addition, the changes made in 2017 allow for the approval of conditions that meet the needs of the City to provide adequate services to the citizens of Norman.

The Norman Utilities Authority (NUA) is proposing additional access to the site from E. Robinson Street, approximately 600' from the existing access drive. In addition, this amendment proposes to permit the following variances for the NUA site only:

- Buildings on the site shall not comply with the eighty (80) percent masonry requirements normally required for special uses;
- NUA site will have gravel parking and a gravel drive for employees, something not normally allowed per standards from Zoning and Public Works; and
- Landscaping requirements for parking shall not apply to the NUA site.

ALTERNATIVES/ISSUES:

IMPACTS: The request to amend the site plan adopted by O-1920-14, and for variances to the masonry requirements, gravel parking/drive standards, and to the landscape requirements will not create any foreseeable negative impacts on adjacent properties. These are low impact municipal projects. This general area consists of undeveloped land to the south across E. Robinson Street, the Vernon Campbell Water Treatment Facility, undeveloped commercially zoned property, open space/parkland to the west, and large lot residential development to the east.

STAFF ANALYSIS:

The applicant is seeking to amend the site plan adopted by O-1920-14 to add additional access off E. Robinson Street, and for variances to the masonry requirements, landscaping requirements, and gravel parking/drive standards. These proposed changes will be for the new Line Maintenance Facility for the Norman Utilities Authority.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments

PUBLIC WORKS/ENGINEERING: This property has an existing preliminary plat and a final plat has been submitted.

TRAFFIC ENGINEER: No comments.

UTILITIES: No comments.

CONCLUSION:

Staff forwards this request to amend the site plan adopted by O-1920-14, and for variances to the masonry requirements, gravel parking/drive standards, and landscape requirements for the NUA site, as Ordinance O-2223-6 for consideration by City Council. At their meeting of August 11, 2022, Planning Commission unanimously recommended adoption of Ordinance O-2223-6 by a vote of 7-0.

O-2223-6

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MUNICIPAL USE IN THE A-1, GENERAL AGRICULTURAL DISTRICT FOR PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTON TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (North of E. Robinson Street approximately 2,000' east of 24th Avenue N.E.)

§ 1. WHEREAS, the City of Norman – Norman Utilities Authority has made application to have Special Use for Municipal Use to amend the site plan approved by Ordinance No. O-1920-14, and to grant Variances on the property described below in the A-1, General Agricultural District; and

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

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

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Municipal Use in the A-1, General Agricultural District, for the following described property, to wit:

A tract of land located in the Southwest Quarter of Section 22, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southwest Quarter;

THENCE South 89°48'47" West, along the South line of said Southwest Quarter, a distance of 208.71 feet, said point being the Southwest Corner of a 1 acre tract of land granted to 78 Robinson LLC by Warranty Deed recorded in Book 3547, Page 629, Cleveland County Clerk's Records;

THENCE North 01°09'05" West, a distance of 50.00 feet to the Point of Beginning:

From the **Point of Beginning**, South 89°48'47" West a distance of 782.56;

THENCE North 00°30'19" West a distance of 395.94 feet;

THENCE North 62°20'49" West a distance of 435.04 feet;

THENCE North 00°00'00" West a distance of 230.19 feet;

THENCE North 03°58'04" East a distance of 970.28 feet;

THENCE North 89°05'13" East a distance of 1276.68 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°09'05" East along said East line a distance of 1654.76 feet to the Northeast corner of said 78 Robinson LLC 1 acre tract;

THENCE South 89°48'47" West, along the North line of said 78 Robinson LLC 1 acre tract, a distance of 208.71 feet to the Northwest corner of said 78 Robinson LLC 1 acre tract;

THENCE South 01°09'05" East, along the East line of said 78 Robinson LLC 1 acre tract, a distance of 158.71 feet to the Point of Beginning.

Said tract of land containing 50.5 Acres (2,199,780 Sq. Ft.), more or less.

- § 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the Site Plan and supporting documentation submitted by the applicant and approved by the Planning Commission on August 11, 2022.
 - b. Buildings on the site shall not be required to comply with the eighty (80) percent masonry requirements normally required for special uses.
 - c. Norman Utilities Authority site will have gravel parking and a gravel drive for employees, something not normally allowed per standards from Zoning and Public Works.

d. Landscaping requirements for parking shall not apply to the Norman Utilities Authority site.

§ 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 _____, 2022.

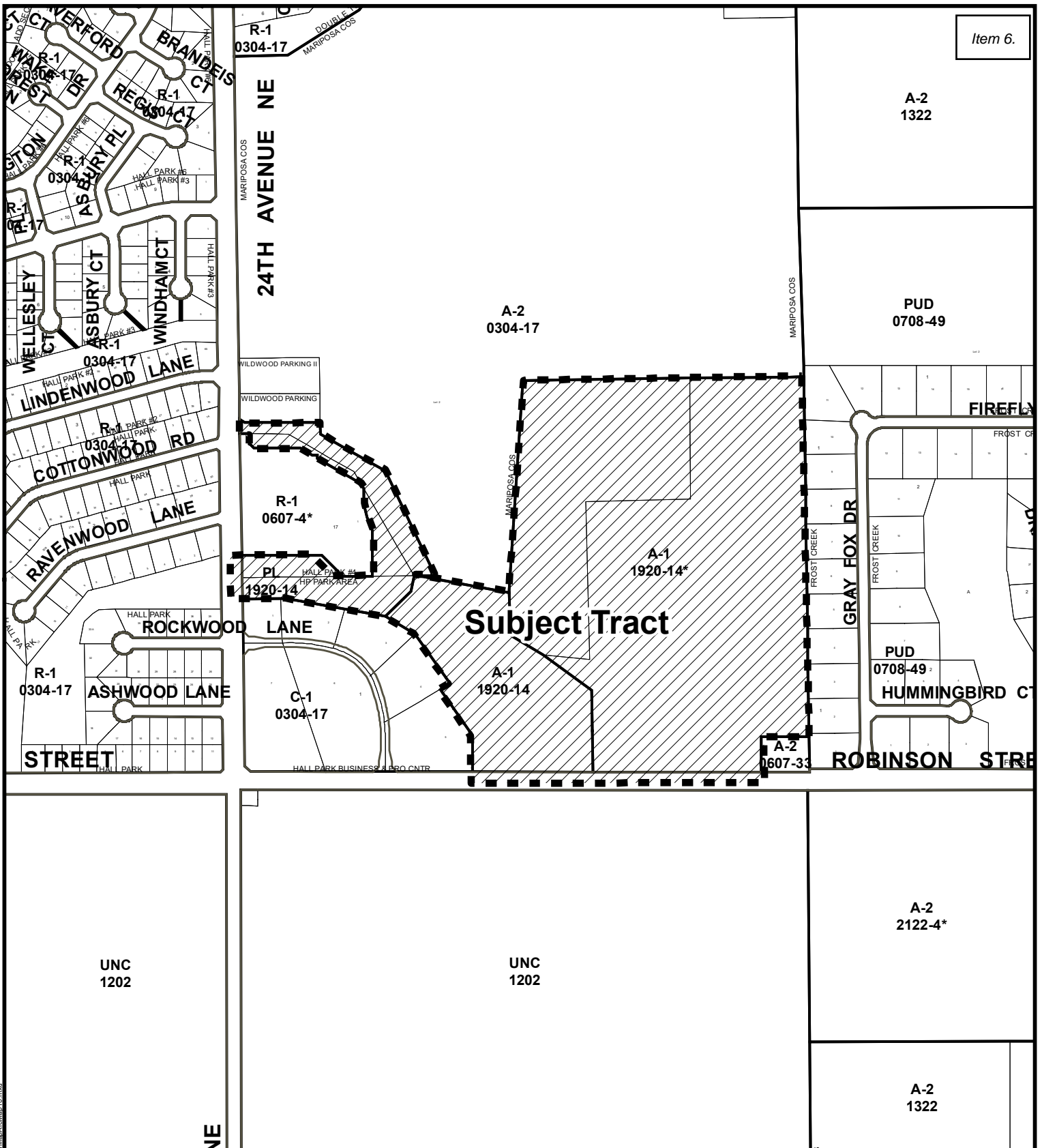
NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

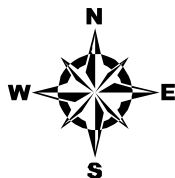
(City Clerk)



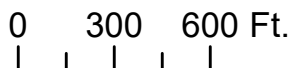
Location Map





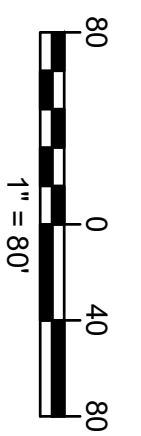
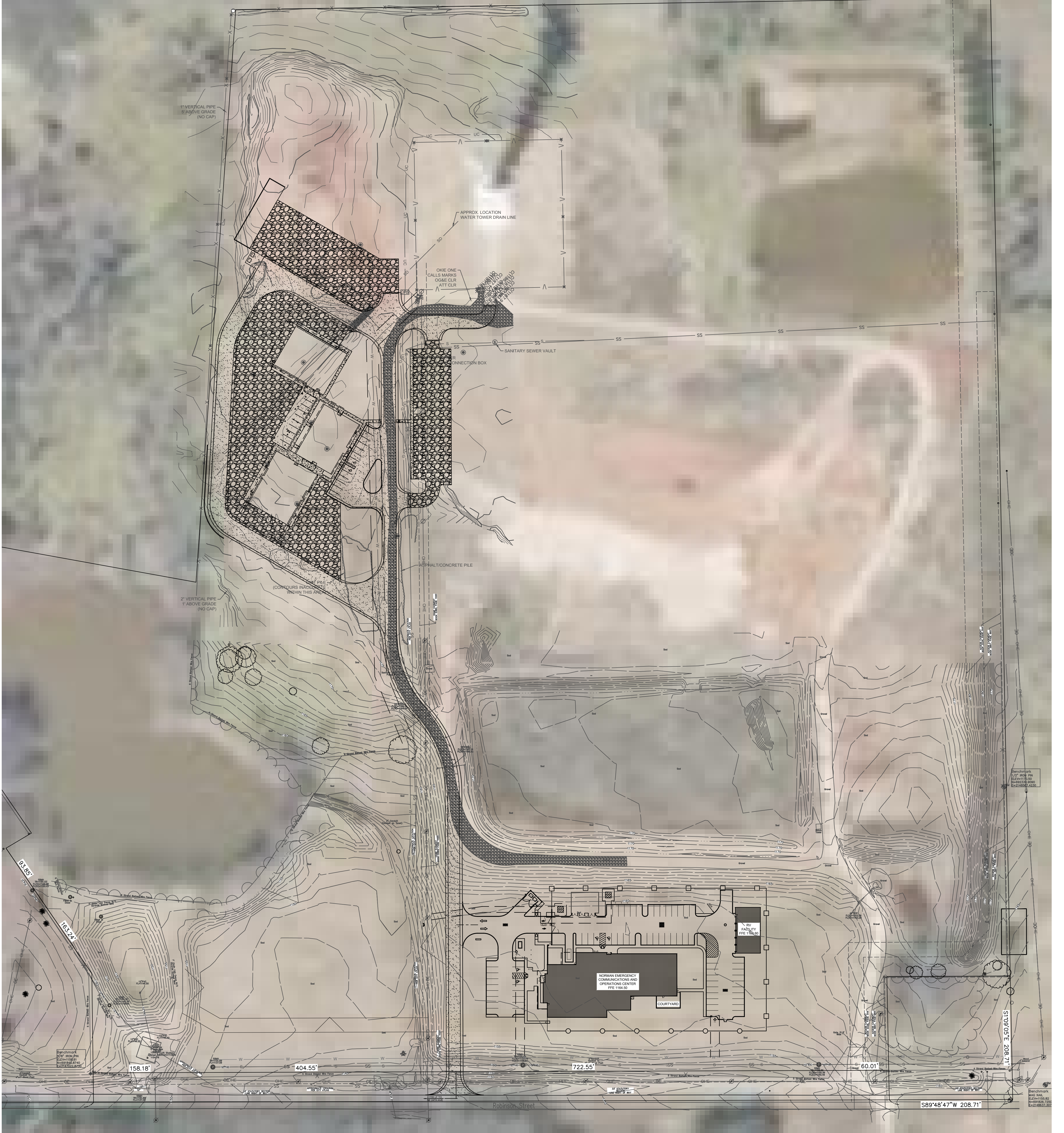
Map Produced by the City of Norman
 Geographic Information System.
 The City of Norman assumes no
 responsibility for errors or omissions
 in the information presented.



July 5, 2022



-  Subject Tract
-  Zoning



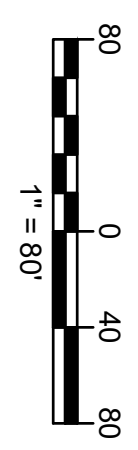
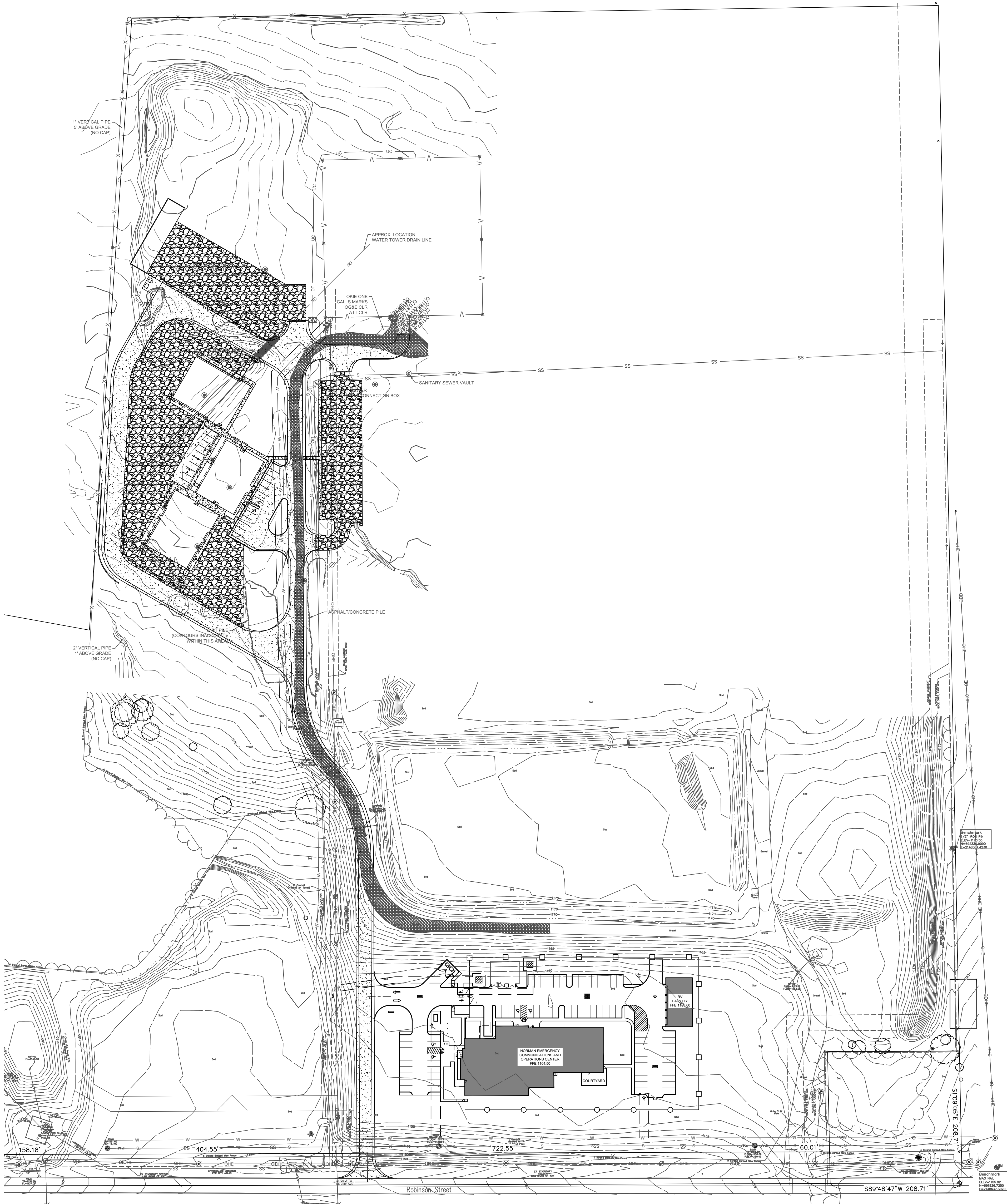
REV	DESCRIPTION	DATE
-	PRELIMINARY	2020-09-28
-	35% CD	2022-06-09

PROJECT NO. 1980028
SHEET NAME
OVERALL AERIAL SITE PLAN
SHEET NO.

NORMAN UTILITIES LINE MAINTENANCE FACILITY

NORMAN, OK


wallace
 WALLACE ENGINEERING
 STRUCTURAL AND CIVIL CONSULTANTS
 410 NORTH WALNUT AVE, SUITE 200
 OKLAHOMA CITY, OK 73104
 OKLAHOMA CA #1490 EBP 600023



NORMAN UTILITIES LINE MAINTENANCE FACILITY

NORMAN, OK

WALLACE ENGINEERING
STRUCTURAL AND CIVIL CONSULTANTS, INC.
410 NORTH WALNUT AVE, SUITE 200
OKLAHOMA CITY, OK 73104
OKLAHOMA CA #1489 EXP 6/30/23



REV	DESCRIPTION	DATE
-	PRELIMINARY	2020-09-28
-	35% CD	2022-06-09
PROJECT NO. 1980028		
SHEET NAME		
OVERALL SITE PLAN		
SHEET NO.		

ORDINANCE NO. O-2223-6

ITEM NO. 10

STAFF REPORT

GENERAL INFORMATION

APPLICANT	City of Norman – Norman Utilities Authority
REQUESTED ACTION	Special Use for Municipal Uses to amend the site plan adopted by O-1920-14, and for variances to City of Norman development requirements
EXISTING ZONING	A-1, General Agricultural District, with Special Use for Municipal Uses
SURROUNDING ZONING	North: A-2, Rural Agricultural District East: PUD, Planned Unit Development South: Unclassified West: A-2, Rural Agricultural District, R-1, Single Family Dwelling District with Special Use, and C-1, Local Commercial District
LOCATION	North of E. Robinson Street approximately 2,000' east of 24th Avenue NE
WARD	Ward 6
CORE AREA	No
AREA/SF	50.5 acres, more or less
PURPOSE	Variances to masonry requirements, parking/drive standards, and landscaping requirements
EXISTING LAND USE	Municipal Use
SURROUNDING LAND USE	North: Vacant East: Vacant/Single Family Residential South: Vacant/State Land West: Vacant/Church

LAND USE PLAN DESIGNATION

Institutional

Item 6.

GROWTH AREA DESIGNATION

Suburban Residential Area

PROJECT OVERVIEW: The applicant, City of Norman – Norman Utilities Authority (NUA), is requesting Special Use for Municipal Use with specific variances on the NUA facility. The subject property is currently zoned A-1, General Agricultural District with Special Use for Municipal Use. An amendment to the existing Special Use Permit is requested to allow for additional access off E. Robinson Street and for proposed variances to masonry requirements, gravel parking/drive standards, and landscaping requirements for the facility located in the northwest corner of the site – the NUA site.

In April of 2017, the Planning staff was directed to update/amend the existing Zoning Ordinance to establish a policy for all municipal projects to properly zone the proposed development with a Special Use request. In order for the City to have the greatest flexibility to locate municipal and other public facilities in appropriate locations throughout the City, staff prepared a Zoning Code amendment that allows “municipal uses, public buildings and public utilities” in all zoning districts as a Special Use. The Special Use designation provides Planning Commission and City Council the opportunity to ensure that municipal uses, public buildings and public utilities are in the proper location and enables the approval of conditions that provide protection for surrounding property owners. At the same time, this review process allows approval of variances to specific regulations that best promote the health, safety and general welfare for the community and still meet the needs of the City to provide adequate services to the citizens.

Adopted by O-1920-14 in 2019, the City of Norman proposed to plat, amend the NORMAN 2025 Land Use designation and rezone this subject tract from A-2, Rural Agricultural District, to PL, Parkland, A-1, General Agricultural District, and A-1, General Agricultural District with Special Use for a Municipal Use. The site is planned for future municipal development; the new Emergency Operations Center, EOC, and to serve the future needs of the Utilities Department.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GB 19-15, August 19, 2019
Greenbelt forwarded this item with no additional comments.

PRE-DEVELOPMENT MEETING: PD 22-15 July 28, 2022
There were no comments from those that attended the meeting.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result

from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted" means any use authorized as a matter of right under the applicable zoning district.)

4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

EXISTING ZONING: The subject property is currently zoned A-1, General Agricultural District, with Special Use for Municipal Uses.

STAFF ANALYSIS: Per directed changes to the Zoning Ordinance in 2017, Special Use for Municipal Use, Public Buildings and Public Utility can be granted in any zoning district. In addition, the changes made in 2017 allow for the approval of conditions that meet the needs of the City to provide adequate services to the citizens of Norman.

The Norman Utilities Authority (NUA) is proposing additional access to the site from E. Robinson Street, approximately 600' from the existing access drive. In addition, this amendment proposes to permit the following variances for the NUA site only:

- Buildings on the site shall not comply with the eighty (80) percent masonry requirements normally required for special uses;
- NUA site will have gravel parking and a gravel drive for employees, something not normally allowed per standards from Zoning and Public Works; and
- Landscaping requirements for parking shall not apply to the NUA site.

ALTERNATIVES/ISSUES:

IMPACTS: The request to amend the site plan adopted by O-1920-14, and for variances to the masonry requirements, gravel parking/drive standards, and to the landscape requirements will not create any foreseeable negative impacts on adjacent properties. These are low impact municipal projects. This general area consists of undeveloped land to the south across E. Robinson Street, the Vernon Campbell Water Treatment Facility, undeveloped commercially zoned property, open space/parkland to the west, and large lot residential development to the east.

STAFF ANALYSIS: The applicant is seeking to amend the site plan adopted by O-1920-14 to add additional access off E. Robinson Street, and for variances to the masonry requirements, landscaping requirements, and gravel parking/drive standards. These proposed changes will be for the new Line Maintenance Facility for the Norman Utilities Authority.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: No comments

PUBLIC WORKS/ENGINEERING: This property has an existing preliminary plat and a final plat has been submitted.

TRAFFIC ENGINEER: No comments.

UTILITIES: No comments.

CONCLUSION: Staff forwards this request to amend the site plan adopted by O-1920-14, and for variances to the masonry requirements, gravel parking/drive standards, and landscape requirements for the NUA site, as Ordinance No. O-2223-6 for consideration by the Planning Commission and a recommendation to City Council.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

AUGUST 11, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 11th day of August, 2022.

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

Chair Erica Bird called the meeting to order at 6:32 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Kevan Parker
- Liz McKown
- Steven McDaniel
- Erica Bird
- Doug McClure
- Cameron Brewer
- Shaun Axton

MEMBERS ABSENT

- Jim Griffith
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Roné Tromble, Recording Secretary
- Colton Wayman, Planner I
- Logan Hubble, Planner I
- Ken Danner, Subdivision Development Manager
- Jack Burdett, Subdivision Development Coordinator
- Jami Short, Traffic Engineer
- Beth Muckala, Asst. City Attorney
- Todd McLellan, Development Engineer

* * *

Item No. 10, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE No. O-2223-6: CITY OF NORMAN – NORMAN UTILITIES AUTHORITY REQUESTS SPECIAL USE FOR MUNICIPAL USE TO MODIFY THE APPROVED SITE PLAN AND WITH VARIANCES TO THE MASONRY REQUIREMENT, TO ALLOW GRAVEL PARKING FOR EMPLOYEES, AND TO THE LANDSCAPE REQUIREMENTS, FOR APPROXIMATELY 50.5 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF ROBINSON STREET APPROXIMATELY 2,000' EAST OF 24TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Site Plan
4. Overall Aerial Site Plan
5. Overall Site Plan

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes.
2. Ms. McKown asked for further information on the variance to the landscape requirements. Mr. Wayman responded.
3. Mr. Axton asked about impervious surface. Mr. Wayman responded. Mr. Axton asked about the stabilized road. Ms. Hudson explained that is for the EOC facility, which is included because they have moved the drive.

APPLICANT PRESENTATION:

1. Barrett Williamson, representing the applicant, presented the project.
2. Mr. Parker asked for clarification of the heavy duty paving around the building. Mr. Williamson explained the proposal. Mr. Parker commented about making provisions for impervious coverage.
3. Chris Savage addressed the issue of impervious coverage, and said they are counting the gravel parking as being hard-surface parking. They are also talking about paving it in the future. Mr. Williamson added that as facilities are added to the site, the detention pond will not need to be modified.
4. Mr. Axton asked what kind of vehicles will be using the road. Mr. Williamson responded. Mr. Axton asked if the buildings will just be metal. Mr. Williamson elaborated on the design.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Parker supported attempts to save money on the project.

Kevan Parker moved to recommend adoption of Ordinance No. O-2223-6 to City Council. Shaun Axton seconded the motion.

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

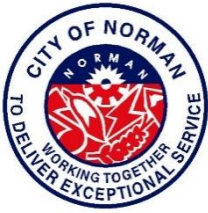
YEAS	Kevan Parker, Liz McKown, Steven McDaniel, Erica Bird, Doug McClure, Cameron Brewer, Shaun Axton
NAYES	None
ABSENT:	Jim Griffith, Michael Jablonski

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2223-6 to City Council, passed by a vote of 7-0.

* * *

File Attachments for Item:

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2223-12 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Kathryn L. Walker

PRESENTER: Kathryn L. Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF ORDINANCE O-2223-12 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Resolution R-2223-35 and Ordinance O-2223-12 relate to the implementation of the **final year** of a ten-year Business Improvement District (BID) plan that was first requested by the property owners in 2012. The BID plan provides \$2 million over a ten-year period (\$200,000 per year) to maintain and enhance the use of Legacy Park and Legacy Trail, provide for entrances into the UNP District, and further stimulate economic development in the District. The Resolution gives formal notice to the current Property Owners within the BID District of the proposed assessments for this 10th year of the BID Plan.

The Project Plan for the University North Park (UNP) Tax Increment Finance (TIF) District (Ordinance 0506-66; adopted May, 2006) provided for the development of Legacy Park. Development Agreement Number 3 ("DA3"; Contract K-0708-76; October 16, 2007) provided an outline for Legacy Park Development, construction, and future maintenance. Under that agreement, the developer was required to donate the Park property to the City, the City would then construct the Park using UNP TIF revenues, and the Developer would then maintain the Park (excluding capital maintenance items). DA3 also provided for \$900,000 in TIF revenues to

serve as Development Assistance for the purpose of helping to establish a viable maintenance matching fund for the Park.

The Legacy Park design was completed in the fall of 2009. The Park design, by Howard-Fairbairn Associates and accepted by the Norman Tax Increment Finance Authority (NTIFA)/Council, was recognized by the American Society of Landscape Architecture as the recipient of the Central States Design Honor Award.

Development Agreement 5, (“DA5”; Contract K-1112-125; approved May 7, 2012) solidified funding for Legacy Park construction and solidified the Legacy Park and Legacy Trail maintenance structure, utilizing the \$900,000 in Development Assistance referenced in DA3 in a BID format to leverage those funds with \$1.1 million in matching funding, ultimately to be provided from BID District property owner assessments. University Town Center, LLC (the “Developer”) and University North Park, LLC (a wholly owned subsidiary of the OU Foundation and owner of most of the portion of the University North Park development north of Rock Creek Road) agreed to request that the City create a Business Improvement District (BID) to provide matching funding for maintenance for both Legacy Park and the portions of Legacy Trail within University North Park. The \$900,000 in UNP TIF Development Assistance funding referenced in DA3 was structured to provide BID funding of \$200,000 per year through allocation of a combination of TIF funds and BID assessments over the ten years of the life of the BID. The first year started with a \$200,000 TIF Fund allocation. The second year was composed of a \$25,000 BID assessment and a \$175,000 TIF Fund allocation. The third and subsequent years increased the BID assessment by \$25,000 and reduced the TIF Fund allocation by \$25,000 each year until a total of \$2,000,000 is provided for BID maintenance and improvements over the ten-year period.

In June of 2014, the City received a petition from more than 80% of the property owners in University North Park requesting the BID be created. Council adopted Resolution R-1415-11 creating the University North Park Business Improvement District, in July 2014. Ordinance O-1415-4 was later approved adopting the assessment roll as proposed. Once the BID was created, this same process of notice of assessments to later be followed by an assessment Ordinance was followed in July and August of 2015 to levy a \$50,000 assessment to the BID property owners. This year, in Resolution R-2223-35 the notice process is beginning which will ultimately culminate in an assessment Ordinance for Council to consider on September 27, 2022 to levy a \$200,000 assessment to the BID property owners.

These assessments and processes are all in accordance with the Original UNP BID Plan referenced in DA5 and the original BID Petition presented to City Council in 2014, as well as the Amended and Restated Master Operating and Development Agreement and the 2019 UNP TIF Project Plan Amendments. Because the assessments vary from year to year based upon the TIF Revenue’s declining annual contribution and the corresponding increase in the property owner’s contribution to the BID, the City must hold a hearing on the proposed assessments each year. Adjustment in the assessments to individual properties within the BID on an annual basis is also necessary because as additional development in the district occurs, the pro-rata share of the property owner’s cost will change with changes those annual changes in the number and value of properties within the BID area.

DISCUSSION:

Resolution R-2223-35 acknowledges receipt by the City Clerk of the 2023 University North Park Business Improvement District Assessment Roll and corresponding Assessment Plat. The Resolution also authorizes the Clerk to provide notice to the property owners in the District of a hearing on the assessments on September 27, 2022 at 6:30 p.m. This process also requires an Ordinance (proposed as Ordinance O-2223-12) officially levying the assessments and granting the City authority to place a lien on property if assessments are not paid. The \$200,000 assessed and collected last fiscal year was included in the budget for Legacy Park maintenance in fiscal year 2022-2023 (FYE23). Similarly, the \$200,000 in assessments that is proposed to be levied and collected this fiscal year will be included in the budget for FYE 24. On September 27, 2022, the Ordinance allowing the levy and collection of the \$200,000 will be placed on the Agenda for 2nd Reading following the public hearing on the assessments.

With this 10th year of the BID Plan, a total of \$2,000,000 will have been set aside for BID activities. The proceeds from the BID have been utilized for Legacy Park maintenance, including restroom maintenance; holiday decorations; and Legacy Park fountain maintenance. Additionally, the UNP BID Board of Directors recommended, and Council approved, the use of UNP BID funds up to \$196,000, leveraged with UNP Developer funds, for the design and construction of entrances into the UNP BID District at Robinson Street. The UNP BID Board has also worked on Legacy Park Use Policies as well as exploration of public/private partnerships to enhance park utilization. The UNP BID Board meets quarterly to consider these and related matters, and may consider renewal of the UNP BID in the future.

RECOMMENDATION:

Staff recommends approval of Ordinance O-2223-12 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-1415-11 creating the University North Park Business Improvement District on July 8, 2014; and
- § 2. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-2223-35 acknowledging the receipt of the 2023 Assessment Roll and 2023 Assessment Plat and directing a public hearing on the proposed Assessment Roll and Assessment Plat on September 27, 2022; and
- § 3. WHEREAS, notice for the public hearing on the proposed Assessment Roll and Assessment Plat was provided in the manner proscribed by 11 O.S. §39-103.1; and
- § 4. WHEREAS, the public hearing on the 2023 Assessment Roll and 2023 Assessment Plat was held on September 27, 2022.

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

- § 5. Pursuant to 11 O.S. §39-111, the Council of the City of Norman, Oklahoma hereby adopts and ratifies the Assessment Roll (“Assessment Roll”) attached to this Ordinance as Exhibit “A” and incorporated into this Ordinance by reference as if fully set forth herein. The Council of the City of Norman, Oklahoma, hereby further levies the assessments set forth in the aforesaid Assessment Roll against the tracts or parcels as referenced therein.
- § 6. Pursuant to 11 O.S. §39-112(A)(1), the Council of the City of Norman, Oklahoma hereby further establishes the time and terms of paying the assessment as follows: The total amount of the annual net assessment against any tract or parcel (*See* attached Exhibit “A”) must be paid in full by March 31, 2023 by cash or check to

the Finance Director of the City of Norman, P.O. Box 370, Norman, Oklahoma (73070) (the “City Finance Director”).

§ 7. Pursuant to 11 O.S. §39-112(A)(3), the Council of the City of Norman, Oklahoma hereby further establishes and fixes the following penalties to be charged:

For any assessment for which the total amount of the assessment is not paid in full by March 31, 2023, the amount of ten percent (10%) of the total amount of the unpaid assessment due shall be added to the total assessment due as a penalty, which penalty shall continue until fully paid.

§ 8. The assessments adopted, ratified and levied, as set forth in Sections 1 and 2 of this Ordinance, are hereby adopted, ratified, and levied against those lands and properties legally described in Exhibit “A”, attached hereto.

§ 9. Pursuant to 11 O.S. §39-112(C), the City Clerk shall, after March 31, 2023 prepare, sign, attest with the Municipal Seal, and record in the office of the County Clerk of Cleveland County, a claim of lien for any unpaid portion of the net assessment due and assessed against a tract or parcel of land.

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Larry Heikkila, Mayor

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

EXHIBIT A

**2023 University North Park
Business Improvement District Assessment Roll**

Item 7.

Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNPS1 1 3A 001	1300 24th Ave NW LLC P.O. Box 526335 Salt Lake City, Utah 84152-6335	UNIVERSITY NORTH PARK SEC 1 LT 3A BLK 1 AKA PRT OF LT 3 AND ALL OF LT 4	\$ 1,526
NCT2 UNPS2 2 2D 001	1673-1683 24th Ave NW LLC - Und 89.89% 421 Country Club Terrace Edmond, Oklahoma 73025	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2D BLOCK 2	\$ 2,250
NCT2 UNP14 1 1 001	24th Avenue Apartments, LLC 101 N. Robinson Avenue, Suite 920 Oklahoma City, OK 73102-5521	UNIVERSITY NORTH PARK XIV LOT 1 BLOCK 1	\$ 28,146
NCT2 UNPS6 1 9A 001	BRIDGESTONE RETAIL OPERATIONS, LLC c/o BOC Property Tax Dept. 200 4th Ave. S Nashville, TN 37201	UNIVERSITY NORTH PARK SEC VI PUD LOT 9A BLOCK 1	\$ 1,195
NCT2 UNP12 1 4A 001	Carmax Auto Superstores, Inc. P.O. Box 29965 Richmond, VA 23242	UNIVERSITY NORTH PARK SEC XII LOT 4A BLOCK 1 AKA BEING PRT LT 3 & ALL LT 4 & PRT LT 5 BLK 1	\$ 3,898
NCT2 UNPS8 1 1 001	CBH Investments LLC 2200 W. 15th Street Edmond, OK 73013-2639	UNIVERSITY NORTH PARK SEC VIII PUD LOT 1 BLOCK 1	\$ 7,827
NCT2 UNPR9 1 2 001	City of Norman	UNIVERSITY NORTH PARK IX LOT 2 BLOCK 1	\$ -
NCT2 UNPR9 2 1 001	201 W. Gray	UNIVERSITY NORTH PARK IX LOT 1 BLOCK 2	\$ -
NC29 9 3W 24005	Norman, OK 73069	24-9-3W 8.0188 AC PRT NW/4 BEG AT THE NW/C NW/4 THEN E APPROX 350' THEN S APPROX 1428' THEN N 70D W APPROX 380' THEN N APPROX 1297' TO POB LESS BEG 112.32`W S 01D W414.90` NE/C NE/4 23-9-3W S 88D E478.59` S1049` N 70D W401.10` NE/Y C/L (R=300`) CB N 07D E19.41` N 70D W201.75` N 01D E837.64` S 88D E60` POB	\$ -
NC29 9 3W 23024		23-9-3W 3.9767 AC PRT NW/4 SEC 24 & NE/4 SEC 23 BEG 112.32`W S 01D W414.90` NE/C NE/4 23-9-3W S 88D E478.59` S1049` N 70D W401.10` NE/Y C/L (R=300`) CB N 07D E19.41` N 70D W201.75` N 01D E837.64` S 88D E60` POB LESS THAT PRT IN SEC 24	\$ -
NCT2 UNPC2 1 1 001	Commander Aircraft Corp. 1950 Goddard Ave Norman, OK 73069-8469	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 1	\$ -

**2023 University North Park
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Item 7.

Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNP12 1 1 001	DD1 Speed Mart, LLC P.O. Box 890503 Oklahoma City, OK 73189-0503	UNIVERSITY NORTH PARK SEC XII LOT 1 BLOCK 1	\$ 986
NCT2 UNP52 2 2A 001	DRE Norman I, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2A BLOCK 2	\$ 3,523
NCT2 UNPR4 1 2 001	DRE Norman II, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK IV PUD REPLT LOT 2 BLOCK 1	\$ 2,781
NCT2 UNPS6 1 8A 001	DRE Norman III, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 8A BLOCK 1	\$ 2,056
NCT2 UNPS1 1 7 001	Halle Properties LLC 20225 N. Scottsdale Road Dept. 1100OKO Scottsdale, AZ 85255-6456	UNIVERSITY NORTH PARK SEC 1 LOT 7 BLOCK 1	\$ 899
NCT2 UNPC2 1 3 001	Immuno-Mycologics 2701 Corporate Centre Dr. Norman, OK 73069-2901	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 1	\$ 900
	Norman Econ. Development Coalition 424 W. Main Street Norman, OK 73070-5387		\$ 8,407
NCT2 UNPS5 1 3 001	International Bank of Commerce 3817 NW Expressway, Ste. 100 Oklahoma City, OK 73112-1448	UNIVERSITY NORTH PARK SEC V PUD LOT 3 BLOCK 1	\$ 1,190
NCT2 UNPS6 1 6A 001	JPHM Investments, LLC 560 E. Memorial Rd. Oklahoma City, OK 73114-2286	UNIVERSITY NORTH PARK SEC VI PUD LOT 6A BLOCK 1	\$ 2,181
NCT2 UNPS2 1 1 001	JQH-NORMAN DEVELOPMENT LLC 12735 Morris Rd. Ext 400 Alpharetta, GA 30004	UNIVERSITY NORTH PK SEC II PUD BLOCK 1 LOT 1	\$ 22,393
NCT2 UNPS2 1 2 001		UNIVERSITY NORTH PK SEC II PUD BLOCK 1 LOT 2	\$ 5,684
NCT2 UNPR1 2 2A 001	KBROS LLC 630 Pana Pl Honolulu, HI 96816-4457	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2A BLK 2	\$ 734

**2023 University North Park
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Item 7.

Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNPS6 1 10A 001	Mathis Bros. Tulsa, LLC 3434 W. Reno Ave. Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC VI PUD LOT 10A BLOCK 1	\$ 2,590
NCT2 UNP12 1 2A 001		UNIVERSITY NORTH PARK SEC XII LT 2A BLK 1 AKA LT 2 & PRT LT 3 BLK 1	\$ -
NCT2 UNPS1 1 2A 001	MBD LIMITED, CO 620 N. Berry Rd. Norman, OK 73069-7542	UNIVERSITY NORTH PARK SEC 1 LT 2A BLK 1 AKA PRT OF LTS 2 AND 3	\$ 1,228
NCT2 UNP15 1 1 001	MEERA-NIAM, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XV LOT 1 BLK 1	\$ 5,659
NCT2 UNPC1 1 5 001	Moore Norman Technology Center 4701 12th Ave NW Norman, OK 73069-8308	UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 5 BLOCK 1	\$ -
NCT2 UNPC1 1 2 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 2 BLOCK 1	\$ -
NCT2 UNPC1 1 1 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 1 BLOCK 1	\$ -
NCT2 UNPC1 1 3 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 3 BLOCK 1	\$ -
NCT2 UNPC1 1 4 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 4 BLOCK 1	\$ -
NCT2 UNPC1 1 6 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 6 BLOCK 1	\$ -
NCT2 UNPC2 2 2 001		Norman Economic Dev Coalition Inc 424 W. Main Street Norman OK 73069-1313	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 2
NCT2 UNPC1 1 7 001	UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 7 BLOCK 1		\$ -
NCT2 UNPC2 2 3 001	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 2		\$ -
NCT2 UNPC2 2 1 001	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 2		\$ -
NCT2 UNPC2 1 2 001	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 1		\$ -
NCT2 UNPC1 A 001	UNIVERSITY NORTH PARK CORPORATE CENTRE 1 COMMON AREA A		\$ -
NCT2 UNPR1 2 2B 001	National Net Lease Portfolio II Master Dst 2901 Butterfield Rd. Oak Brook, IL 60523-1106	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2B BLK 2	\$ 1,112
NC29 UNP16 1 1 001	Norman Senior Living LLC 12377 Merit Dr., Ste 500 Dallas, TX 75251-2343	UNIVERSITY NORTH PARK XVI LT 1 BLK 1	\$ -
NCT2 UNPPC 1 3A 001	NW Norman Medical Center P.O. Box 722760 Norman, OK 73070	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3A BLK 1	\$ 1,103
NCT2 UNPPC 1 3B 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3B BLK 1	\$ 1,174
NC29 UNP17 1 1 001	Outback Properties LLC 6000 Tinker Diagonal Midwest City, OK 73110-2830	UNIVERSITY NORTH PARK XVII LOT 1 BLK 1	\$ 7,300

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Item 7.

Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNPS2 2 2C 001	Nextgen Property Investment, LLC 44210 View Point Cir. Fremont, CA 94539-6255	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2C BLOCK 2	\$ 1,611
NCT2 UNPPC 1 5A 001	Premiere Land Holdings, LLC 3324 Mount Mitchell Ln. Norman, OK 73069-3110	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 5 BLOCK 1 & CURVE AT UNIVERSITY NORTH PARK LT 1 BLK 1 AKA LT 5A BLK 1	\$ 2,220
NCT2 UNRR3 1 1 001	Rainier UTC Acquisitions 13760 Noel Rd., 1020 Dallas, TX 75420	UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 1	\$ 5,195
NCT2 UNRR3 1 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 1	\$ 1,470
NCT2 UNRR3 2 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 2	\$ 5,706
NCT2 UNPS6 1 2A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 2A BLOCK 1	\$ 3,332
NCT2 UNPS1 1 6 001		UNIVERSITY NORTH PARK SEC 1 LOT 6 BLOCK 1	\$ 1,726
NCT2 UNPR1 2 1 001		UNIVERSITY NORTH PARK REPLAT LT 1 BLK 2 LOT 1 BLOCK 2	\$ 17,382
NCT2 UNPS5 1 1 001		UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 1	\$ 3,518
NCT2 UNRR3 2 1 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 2	\$ 6,965
NCT2 UNPS1 B 001		UNIVERSITY NORTH PARK SEC 1 BLOCK B COMMON AREA	\$ -
NCT2 UNPS1 F 001		UNIVERSITY NORTH PARK SEC 1 BLOCK F COMMON AREA	\$ -
NCT2 UNRR3 A 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) BLOCK A	\$ -
NCT2 UNPS1 A 001		UNIVERSITY NORTH PARK SEC 1 BLOCK A COMMON AREA	\$ -
NCT2 UNPR4 1 3 001	ROTH, JAN K VODA-IRA c/o Brinker International, Inc. 3000 Olympus Boulevard Dallas, TX 75019	UNIVERSITY NORTH PARK IV PUD REPLT LOT 3 BLOCK 1	\$ 1,443
NCT2 UNPS5 1 2 001	SAIF & SAFIA REAL ESTATE, LLC P.O. Box 722760 Norman, OK 73070-9093	UNIVERSITY NORTH PARK SEC V PUD LOT 2 BLOCK 1	\$ 882
NCT2 UNPS1 1 1A 001	Sleep Studio Properties LLC 3434 W. Reno Ave. Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC 1 LT 1A BLK 1 AKA ALL OF LT 1 AND PRT OF LT 2	\$ 1,774
NCT2 UNP10 1 1 001		UNIVERSITY NORTH PARK X LOT 1 BLOCK 1	\$ 2,824
NCT2 UNPS7 1 1 001	Sooner Hospitality LLC 118 N. 7th Ave. Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC VII PUD LOT 1 BLK 1	\$ 6,508
NCT2 UNPS1 1 5 001	Target Corp P.O. Box 9456 Minneapolis, MN 55440-9456	UNIVERSITY NORTH PARK SEC 1 LOT 5 BLOCK 1	\$ 11,197

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Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 CUNPK 1 2 001	The Curve at University North Park LLC 1030 Joe Keeley Drive Norman, OK 73072-6126	CURVE AT UNIVERSITY NORTH PARK LT 2 BLK 1	\$ -
NCT2 CUNPK 1 3 001		CURVE AT UNIVERSITY NORTH PARK LT 3 BLK 1	\$ -
NCT2 CUNPK 1 4 001		CURVE AT UNIVERSITY NORTH PARK LT 4 BLK 1	\$ -
NCT2 CUNPK 1 5 001		CURVE AT UNIVERSITY NORTH PARK LT 5 BLK 1	\$ -
NCT2 UNP13A 1 1 001	University Hospitality 118 N. 7th Avenue Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC XIII AMENDED LT 1 BLK 1	\$ -
NCT2 UNPPC 1 3C 1001	University North Park Professional Center 2221 W. Lindsey St., Suite 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LT 3C-1 BLK 1	\$ -
NCT2 UNPPC 1 4 002		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 4 BLOCK 2	\$ -
NC29 9 3W 14030	University North Park, LLC 100 E. Timberdell Road Norman, OK 73072-6511	14-9-3W 159.01 AC PRT E/2 BEG SE/C APPROX W 2503.04' APPROX N 3952.24' E 1262.33' N8.20' E 1240.71' APPROX S 5968.64' POB LESS A TRACT LYING IN W/2 SEC 13 & E/2 OF SEC 14 BEG 37.01' E & 1223.68'S (R=876.16') CB S 09D W310.22' NW/C SEC 13 POB S 69D E60' E291.24' S281.22' W458.30' N 49D W60' NELY C/L (R=876.16') CB N 30D E307.71' POB & LESS UNIVERSITY NORTH PARK CORP CENTRE SEC 1 & 2 & LESS UNIVERSITY NORTH PARK SEC 12 & 14 & 16 & 17	\$ -
NCT2 UNPPC 1 1 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 1 BLOCK 1	\$ -
NCT2 UNP14 A 001		UNIVERSITY NORTH PARK XIV COMMON AREA A	\$ -
NCT2 UNP14 B 001		UNIVERSITY NORTH PARK XIV COMMON AREA B	\$ -
NCT2 9 3W 13 028		13-9-3W .07 AC BEG AT NW/C OF UNIVERSITY NORTH PARK PROF. CENTER S 1226.50' TO POB THEN E 32.66' THEN ON A C/R R=876.16' (CB S12' 43"W) A DISTANCE OF 144' THEN N 166' TO POB	\$ -
NC29 9 3W 13030		13-9-3W 7.3833 AC PRT W/2 BEG SE/C OF UNIVERSTIY NORTH PARK PROF. CENTER THEN APPROX S 1263' THEN APPROX. W 327' THEN N APPROX 1275' THEN S 69D E 42' E 291.24' TO POB LESS N281.22'	\$ -

**2023 University North Park
Business Improvement District Assessment Roll**

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Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNPS8 C 001	UNIVERSITY TOWN CENTER LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA C	\$ 666
NCT2 UNPS8 A 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA A PRIVATE DRIVE	\$ -
NCT2 UNPS8 B 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA B PRIVATE DRIVE	\$ -
NCT2 9 3W 24 002		24-9-3W .03 AC PRT BEG APPROX N 550'TO POB FROM THE SW/C NW/4 THEN APPROX N 110' THEN S 77D E APPROX 32' THEN S 12D W APPROX 100' TO POB	\$ -
NC29 9 3W 24006		24-9-3W 2.9935 AC PRT NW/4 SEC 24 & NE/4 SEC 23 BEG 112.32`W S 01D W414.90` NE/C NE/4 23-9-3W S 88D E478.59` S1049` N 70D W401.10` NE/Y C/L (R=300`) CB N 07D E19.41` N 70D W201.75` N 01D E837.64` S 88D E60` POB LESS THAT PRT IN SEC 23	\$ -
NC29 9 3W 23023		23-9-3W 12.9219 AC PRT NE/4 BEG NE/C NE/4 W606.86` SOUTHLY C/R (R=1965.41`) CB S 07D W1176.02` N 87D E333.87` S 70D E436.14` (R=300`) CB S 07D E19.41` SELY TO POINT SEC LINE THENCE NORTH TO POB LESS 23-9-3W 3.9767 AC PRT NW/4 SEC 24 & NE/4 SEC 23 BEG 112.32`W S 01D W414.90` NE/C NE/4 23-9-3W S 88D E478.59` S1049` N 70D W401.10` NE/Y C/L (R=300`) CB N 07D E19.41` N 70D W201.75` N 01D E837.64` S 88D E60` POB	\$ -
NCT2 9 3W 24 003		24 9 3W 3.42 AC BEG AT THE SW/C OF NW/4 THEN N APPROX 368' THEN S 77D E APPROX 239' N 09D E A DISTANCE OF 360.55' THEN S 77D E APPROX 55' THEN S APPROX 660' THEN W APPROX 355' TO POB	\$ -
NC29 9 3W 23022		23-9-3W 41.08 AC PRT E/2 BEG 1114.88`W & 596.46`N SE/C SE/4 TO POB C/L (R=860.21`) CB N 16D W488.16` N 33D W200` C/R (R=2002.19`) CB N 09D W1682.28` C/R (R=2002.19`) CB N 25D E748.94` N 36D E204.23` S 53D E60` N 76D E38.42` S 69D E884.79` N 15D E80` S 75D E16.67` SELY TO PT EAST LINE SEC 23 THENCE APPROX S1135` S 35D W1873.10` POB LESS 9.73 AC TR DESC BK 4760 PG 577 & LESS UNIVERSITY NORTH PARK 7 & LESS UNIVERSITY NORTH PARK 5 REPLT & LESS UNIVERSITY NORTH PARK 8 & 13 & 15 & LESS BEG NW/C LT 1 BLK 1 UNIVERSITY NORTH PARK SEC XIII S 18D W258.68` FOR POB ELY C/L (R=4,951.96`) CB S 74D E426.79` S 55D W27.26` WLY C/R (R=4,971.96`) CB N 74D W391.29` N 25D W27.26` POB LESS UNIVERSITY NORTH PARK XVIII	\$ -
NC29 UNP18 A 001		UNIVERSITY NORTH PARK XVIII COMMON AREA A	\$ -

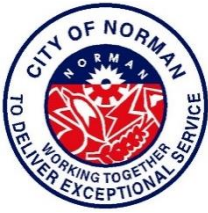
**2023 University North Park
Business Improvement District Assessment Roll**

Item 7.

Parcel Number	Property Owner	Legal Description	2023 Assessment
NCT2 UNPR9 1 3 001	UNP Restaurant, LLC 3510 24th Ave NW, Ste. 200 Norman, OK 73069-8262	UNIVERSITY NORTH PARK IX LOT 3 BLOCK 1	\$ 1,679
NCT2 UNPPC 1 2 001	UNPC Building 1, LLC 2221 W. Lindsey St., Ste 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 2 BLOCK 1	\$ 3,025
NCT2 UNPR4 1 1 001	UTC 8, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK IV PUD REPLT LOT 1 BLOCK 1	\$ 1,328
NCT2 UNP12 1 6A 001	UTC Area 7, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK SEC XII LOT 6A BLOCK 1	\$ -
NCT2 UNPS5 A 001	UTC AREA SIX LLC c/o Collett & Associates P.O. Box 36799 Charlotte, NC 28236-6799	UTC AREA SIX, LLC, C/O COLLETT & ASSOC, CHARLOTTE, 28236-6799, 28236-6799	\$ -
NCT2 UNPS1 C 001	UTC I LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC 1 BLOCK C COMMON AREA	\$ -
NCT2 UNPS6 1 1A 001	UTC II LLC	UNIVERSITY NORTH PARK SEC VI PUD LOT 1A (LT1 & PRT LT 2) BLOCK 1	\$ -
NCT2 UNPS6 1 7A 001	P.O. Box 36799	UNIVERSITY NORTH PARK SEC VI PUD LOT 7A BLOCK 1	\$ 964
NCT2 UNPS6 1 3A 001	Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 3A BLOCK 1	\$ -
NCT2 UNPS6 1 4A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 4A BLOCK 1	\$ -
NCT2 UNPR9 1 1 001		UNIVERSITY NORTH PARK IX LOT 1 BLOCK 1	\$ -
NCT2 UNP12 1 6 001		UNIVERSITY NORTH PARK SEC XII LOT 6 BLOCK 1	\$ -
NC29 UNP 18 1 1 001	164th & Western Development, LLC 83.9% 7300 N. Comanche Ave. Warr Acres, OK 73132-6635	UNIVERSITY NORTH PARK XVIII LT 1 BLK 1	\$ -
NCT2 UNPS5 2 1 001	Valliance Bank 1601 NW Expressway Oklahoma City, OK 73118-1467	UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 2	\$ 1,842
NCT2 UNP12 1 5B 001	Vrindavan, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XII LOT 5B BLOCK 1	\$ -

File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-13 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Downtown Norman BID Association

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2223-13 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City is in receipt of a Petition in favor of the creation of Downtown Norman Business Improvement District (“BID”), as well as an Assessment Plat, Assessment Roll, and District Plan. BID’s are allowed under the Improvement District Act (11 O.S. §39-101 et. seq.) as a means of providing funding for a variety of purposes, including landscaping, improvement of pedestrian malls, parking facilities, signs, benches, kiosks, pedestrian shelters, signs, trash receptacles, etc. Oklahoma law states that improvement districts may be created after a petition for such improvements containing signatures from the owners of record of more than one-half of the area liable to be assessed under the proposal is filed with the City Clerk. The City and the Norman Municipal Authority, as property owners liable for assessment in the proposed district, previously considered whether to sign the petition. This action was approved on August 23, 2022. The Petition now contains signatures from the owners of record of 56% of the area liable to be assessed under the proposal.

DISCUSSION:

There are several steps involved in establishing a business improvement district. First, the City must adopt a resolution (R-2223-28) acknowledging receipt of the Assessment Plat, determining the creation of the district is necessary, and instructing the City Clerk to give notice of a hearing on the district. Such notice must be given to each property owner at the address on file in the property records at Cleveland County. The public hearing for the creation of the district is set for September 27, 2022 at 6:30 pm in Resolution R-2223-28. Upon conclusion of the public hearing, the City Council will consider the adoption of a resolution formally creating the Downtown BID, and if successful, the Council will consider adoption of an Ordinance containing the Assessment Roll (Ordinance O-2223-13) on Second and Final Reading.

Ordinance O-2223-13 empowers the City to assess the properties according to the formula set forth in the BID petition. Property owners will have thirty (30) days to object to the formation of the district and/or the assessment to their particular property.

RECOMMENDATION:

Staff recommends adoption of Ordinance O-2223-13 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-2223-28 acknowledging the receipt of a petition to create the Downtown Norman Business Assessment District, and the initial Downtown Norman Business Assessment District Assessment Roll and Assessment Plat and directing a public hearing on the creation of the district and on the proposed Assessment Roll and Assessment Plat on September 27, 2022; and
- § 2. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-2223-36 creating the University North Park Business Improvement District on September 27, 2022; and
- § 3. WHEREAS, notice for the public hearing on the proposed Assessment Roll and Assessment Plat was provided in the manner proscribed by 11 O.S. §39-103.1; and
- § 4. WHEREAS, the public hearing on the Assessment Roll and Assessment Plat was held on September 27, 2022.

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

- § 5. Pursuant to 11 O.S. §39-111, the Council of the City of Norman, Oklahoma hereby adopts and ratifies the Assessment Roll (“Assessment Roll”) attached to this Ordinance as Exhibit “A” and incorporated into this Ordinance by reference as if fully set forth herein. The Council of the City of Norman, Oklahoma, hereby further levies the assessments set forth in the aforesaid Assessment Roll against the tracts or parcels as referenced therein.
- § 6. Pursuant to 11 O.S. §39-112(A)(1), the Council of the City of Norman, Oklahoma hereby further establishes the time and terms of paying the assessment as follows:

The total amount of the annual net assessment against any tract or parcel (*See* attached Exhibit “A”) must be paid in full by March 31, 2023 by cash or check to the Finance Director of the City of Norman, P.O. Box 370, Norman, Oklahoma (73070) (the “City Finance Director”).

§ 7. Pursuant to 11 O.S. §39-112(A)(3), the Council of the City of Norman, Oklahoma hereby further establishes and fixes the following penalties to be charged:

For any assessment for which the total amount of the assessment is not paid in full by March 31, 2023, the amount of ten percent (10%) of the total amount of the unpaid assessment due shall be added to the total assessment due as a penalty, which penalty shall continue until fully paid.

§ 8. The assessments adopted, ratified and levied, as set forth in Sections 1 and 2 of this Ordinance, are hereby adopted, ratified, and levied against those lands and properties legally described in Exhibit “A”, attached hereto.

§ 9. Pursuant to 11 O.S. §39-112(C), the City Clerk shall, after March 31, 2023 prepare, sign, attest with the Municipal Seal, and record in the office of the County Clerk of Cleveland County, a claim of lien for any unpaid portion of the net assessment due and assessed against a tract or parcel of land.

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Larry Heikkila, Mayor

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

EXHIBIT A

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0037773	102 West Eufaula, LLC 102 W. Eufaula St. Norman, OK 73069-5639	ORIG TOWN AND LARSH 1ST LOT 1-6 INC BLK 69	\$ 904.07
R0037774	102 West Eufaula, LLC 102 W. Eufaula St. Norman, OK 73069-5639	LARSH 1ST AND ORIG TOWN LOTS 27-31 AND LOTS 1-5 AND E5` LT 6 OF BLK 69	\$ 1,815.26
R0023714	104, LLC 104 E. Main St., #100 Norman, OK 73069-1301	NORMAN OT LOT 2 BLK 6	\$ 845.80
R0023813	111 North Peters, LTD Partnership 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 14 BLK 15	\$ 344.47
R0023812	111 North Peters, LTD Partnership 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 13 BLK 15	\$ 284.68
R0024381	112 W Main, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LOT 27 BLK 67	\$ 386.99
R0023677	115 E. Gray, LLC 517 Merrywood Ln. Norman, OK 73069-5450	NORMAN OT LOTS 7 AND 8 BLK 4	\$ 736.83
R0023694	120 E. Tonhawa, LLC 123 E. Main St., Ste. 200 Norman, OK 73069	NORMAN OT W7.5` LOT 20 AND ALL LOTS 21 THRU 23 BLK 4	\$ 412.64
R0023704	121 E Main Street, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOT 11 BLK 5	\$ 572.54
R0023699	1958, LLC 109 E. Main St. Norman, OK 73069-1302	NORMAN OT LOTS 4 5 AND W4` LOT 6 BLK 5	\$ 905.22
R0023700	1958, LLC 109 E. Main St. Norman, OK 73069-1302	NORMAN OT E21` LOT 6 AND ALL LOT 7 AND PRT LOT 8 BEG S END OF E WALL OF OPERA HOUSE BLDG N140` E1` SLY TO BEG BLK 5	\$ 808.34

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024526	200 N. University LLC 606 Heatherhill Dr. Norman, OK 73072-4215	NORMAN OT LOTS 1 2 3 BLK 88	\$ 1,184.70
R0023793	211 Downtown, LLC 509 Leaning Elm Dr. Norman, OK 73071-7013	NORMAN OT LOT 6 BLK 14	\$ 645.79
R0023796	217 E Main, LLC 217 E. Main St. Norman, OK 7369	NORMAN OT LOT 9 BLK 14	\$ 644.56
R0023797	219 E Main, LLC 219 E. Main St. Norman, OK 73069-1304	NORMAN OT LOT 10 BLK 14	\$ 433.54
R0023780	222 E Main, LLC 4014 Hidden Hill Rd. Norman, OK 73072-3013	NORMAN OT LOT 11 BLK 13	\$ 591.00
R0024436	226 W Gray, LLC 3411 W. Rock Creek Rd., 130 Norman, OK 73072-2466	NORMAN OT LOTS 18 THRU 24 BLK 72	\$ 1,990.51
R0024483	300 West, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 3 4 5 BLK 84	\$ 1,054.57
R0191087	301 E Gray Partners, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LT 1B (LTS 1-3) BLK 21	\$ 513.36
R0191088	301 E Gray Partners, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LT 4A (LTS 4 & 5) BLK 21	\$ 338.40
R0023929	303 E Comanche, LLC PO Box 5156 Norman, OK 73070	NORMAN OT LOTS 26 AND 27 BLK 23	\$ 485.35
R0023930	303 E Comanche, LLC PO Box 5156 Norman, OK 73070	NORMAN OT LOT 28 AND S115` LTS 29 30 31 32 BLK 23	\$ 983.19
R0104309	303 S Peters, LLC PO Box 5156 Norman, OK 73070	NORMAN OT N80` OF LTS 1 2 3 AND ALL LTS 4 AND 5 BLK 11	\$ 890.27

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023915	314 E Main, LLC 909 Tarkington Dr. Norman, OK 73026-0869	NORMAN OT LOT 7 BLK 23	\$ 325.42
R0024529	415 West Gray, LLC 415 W. Gray St. Norman, OK 73069-7117	NORMAN OT LOTS 8 9 10 BLK 88	\$ 580.35
R0023713	4DN, LLC 104 E. Main St. Norman, OK 73069-1301	NORMAN OT LOT 1 BLK 6	\$ 1,092.93
R0024383	A M G Restaurants, Inc. 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOT 30 BLK 67	\$ 489.47
R0024382	A M G Restaurants, Inc. 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOTS 28 AND 29 BLK 67	\$ 878.47
R0023888	ABT-7 Real Estate, LLC 3510 24th Ave. NW, Ste. 200 Norman, OK 73069	NORMAN OT LOT 3 EXCEPT W 6 1/2" BLK 22	\$ 450.21
R0023741	ACS Enterprises, LLC 4311 Ridgeline Dr. Norman, OK 73069	NORMAN OT LOTS 13 THRU 16 AND N60` LOTS 17 THRU 22 BLK 8	\$ 969.66
R0024376	Alexander B. Holmes 2519 Fairfield Dr. Norman, OK 73072-7022	NORMAN OT LOT 21 BLK 67	\$ 499.48
R0023769	Arvest Bank 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 17 THRU 22 BLK 12	\$ 1,239.19
R0023771	Arvest Bank 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 25 AND 26 BLK 12	\$ 193.41
R0023921	Asghar & Twana S. Alhojeh 12700 S. Sunnyslane Rd. Moore, OK 73160-8808	NORMAN OT LOT 14 BLK 23	\$ 292.36

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024501	Astro Cardinal BB Team LLC 318 W. Main St. Norman, OK 73069-1311	NORMAN OT LOT 22 BLK 85	\$ 410.16
R0023735	Big Brothers Enterprises, LLC PO Box 1390 Norman, OK 73070-1390	NORMAN OT LOT 1 BLK 8	\$ 281.10
R0023820	Big Brothers Investments LLC PO Box 1390 Norman, OK 73070	NORMAN OT LOTS 25 AND 26 BLK 15	\$ 309.41
R0023737	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 5 AND 6 BLK 8	\$ 371.34
R0023738	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 7 AND 8 BLK 8	\$ 380.05
R0023739	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 9 AND 10 BLK 8	\$ 392.60
R0023733	Board of County Commissioners 201 S. Jones Ave., Ste. 260 Norman, OK 73069	NORMAN OT LOTS 1 THRU 5 BLK 7	\$ 905.19
R0024370	Board of County Commissioners of Cleveland County 201 S. Jones Ave., Ste. 260 Norman, OK 73069	NORMAN OT W/2 LOT 2 AND ALL LOTS 3 4 5 AND E12.9` LOT 6 BLK 67	\$ 699.20
R0024368	Box Report LLC 104 W. Gray St. Norman, OK 73069	NORMAN OT E13.60` LOT 28 AND ALL LOTS 29 30 31 32 BLK 66	\$ 1,266.14
R0023886	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 1 BLK 22	\$ 835.16

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023692	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 14 15 16 BLK 4	\$ 598.45
R0023715	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 3 BLK 6	\$ 418.37
R0023725	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 14 BLK 6	\$ 528.27
R0188520	C L L C, LLC 111 N. Peters Ave., Ste. 100 Norman, OK 73069-7235	NORMAN OT LT 7A BLK 13 (LTS 7 & 8)	\$ 978.16
R0023724	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 13 BLK 6	\$ 508.79
R0023726	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 15 AND 16 BLK 6	\$ 914.08
R0023934	Catherine H. Petersen 314 E. Comanche St., Ste. 101 Norman, OK 73069-6077	NORMAN OT LTS 4 THRU 9 BLK 24 UNIT 101 PHP PROPERTY A UNIT OWNERSHIP EST AND UND 46 PERC INT IN COMMON ELEMENTS	\$ 678.24
R0023665	Charles L. Young, III 5001 12th Ave. NW Norman, OK 73069-8119	NORMAN OT N25` LOTS 13 THRU 16 BLK 3	\$ 108.36
R0024471	Charles W. Hooper 301 W. Gray St. Norman, OK 73069-7110	NORMAN OT LOT 5 AND E3.90` LOT 6 AND JOINTLY OWNED PARTY WALL (L 4 & 5) BLK 83	\$ 271.67
R0024468	Charles W. Hooper 301 W. Gray St. Norman, OK 73069-7110	NORMAN OT LOTS 1 AND 2 BLK 83	\$ 457.50

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024522	Charlie Iman Properties, LLC 10601 S. Western Ave., Ste. A Oklahoma City, OK 73170-6201	NORMAN OT LOTS 18 19 20 21 22 BLK 87	\$ 1,506.47
R0024471	Charlie Iman Properties, LLC 10601 S. Western Ave., Ste. A Oklahoma City, OK 73170-6201	NORMAN OT LOT 5 AND E3.90` LOT 6 AND JOINTLY OWNED PARTY WALL (L 4 & 5) BLK 83	\$ 587.06
R0023697	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 1 AND 2 AND W 6`` LOT 3 BLK 5	\$ 1,073.87
R0023757	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 6 AND 7 BLK 11	\$ 348.47
R0023802	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT S75` LOTS 17 18 19 BLK 14	\$ 475.72
R0023803	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT N65` OF LOTS 17 18 19 BLK 14	\$ 603.73
R0023804	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 20 AND 21 BLK 14	\$ 479.65
R0023805	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOT 22 BLK 14	\$ 238.86
R0023806	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 23 THRU 27 BLK 14	\$ 1,191.41
R0023807	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 28 THRU 32 BLK 14	\$ 1,545.37
R0023857	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 15 AND 16 BLK 19	\$ 132.42

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023936	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 10 THRU 16 BLK 24	\$ 1,581.66
R0024032	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 5 AND 6 BLK 33	\$ 725.75
R0024034	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 9 10 AND W10` OF 11 BLK 33	\$ 866.09
R0024035	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT E15` OFLOT 11 AND ALL LOT 12 AND W/2 OF 13 BLK 33	\$ 759.02
R0024036	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT E/2 LOT 13 AND S75` OF LOT 14 BLK 33	\$ 442.58
R0024037	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT N65` OF 14 15 16 BLK 33	\$ 242.43
R0024038	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT S75` OF LOTS 15 AND 16 BLK 33	\$ 571.84
R0024448	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 1 THRU 32 BLK 73	\$ 7,009.56
R0023734	Cleveland County 201 S. Jones Ave., 260 Norman, OK 73069-6079	NORMAN OT LOTS 6 THRU 32 BLK 7	\$ 5,200.88
R0024386	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 5 AND 6 BLK 68	\$ 369.67

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024397	Cleveland County Health Department 250 12th Ave. Norman, OK 73071-5237	NORMAN OT LOTS 30 31 32 BLK 68	\$ 944.26
R0024390	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 11 THRU 16 BLK 68	\$ 1,079.09
R0024396	Cleveland County Health Department 250 12th Ave. Norman, OK 73071-5237	NORMAN OT E2.42` LOT 27 AND LOTS 28 AND 29 BLK 68	\$ 396.51
R0024389	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 10 BLK 68	\$ 176.78
R0024385	Cleveland County Health Department 250 12th NE Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 1 2 3 4 BLK 68	\$ 1,143.37
R0024388	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 9 BLK 68	\$ 179.00
R0024387	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 7 AND 8 BLK 68	\$ 355.60
R0023740	Cleveland County Home Ln Authority 201 S. Jones Ave. Norman, OK 73069-6000	NORMAN OT LOTS 11 AND 12 BLK 8	\$ 359.99

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023727	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT N30` LOTS 17 AND 18 BLK 6	\$ 170.18
R0023728	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT S 110` LOTS 17 AND 18 AND ALL LOTS 19 THRU 23 BLK 6	\$ 1,392.13
R0023729	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT LOTS 24 THRU 27 BLK 6	\$ 711.57
R0023732	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT W7` LOT 31 AND ALL LOT 32 BLK 6	\$ 585.95
R0094839	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT LOTS 28 29 30 AND E18` LOT 31 BLK 6	\$ 645.56
R0023678	Cleveland County Public Facilities Authority 201 S. Jones Ave. Norman, OK 73069-6000	NORMAN OT LOTS 1 AND 2 BLK 14 AND LOTS 9 THRU 12 BLK 4 LESS BEG SE/C OF LT 12 W .26` N60` E .26` S60` POB THE FINANCIAL CENTER UNIT 1A UNIT OWNERSHIP EST AND 9.6052 PERC INT C/E	\$ 2,026.35
R0024024	Comanche Center, LLC 421 E. Comanche St. Norman, OK 73071-5800	NORMAN OT LOTS 17 AND 18 BLK 32	\$ 185.60
R0100690	Comanche Center, LLC 421 E. Comanche St. Norman, OK 73071-5800	NORMAN OT LTS 19 THRU 23 LESS NORTHERLY 60` BLK 32	\$ 469.80
R0023815	Crawford Investment Group, LLC 212 N. Crawford Ave. Norman, OK 73069-7220	NORMAN OT S60` OF LOTS 17 18 19 BLK 15	\$ 313.52
R0024530	Criag & Tammy Blankenship 441 Heritage Blvd. Edmond, OK 73025	NORMAN OT LOTS 11 12 13 BLK 88	\$ 621.54

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024029	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT N 71' LOTS 29 AND 32 INC BLK 32	\$ 530.64
R0024030	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT S69` OF W10` LOT 30 AND S69` OF LOTS 31 AND 32 BLK 32	\$ 296.54
R0150719	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LTS 24 AND 25 BLK 32	\$ 578.78
R0154498	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LTS 26 & 27 BLK 32	\$ 451.42
R0154499	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LT 28 BLK 32	\$ 99.15
R0024063	Dave's Health Mart Pharmacy Inc. 12520 S. Youngs Pl. Oklahoma City, OK 73170-3415	NORMAN OT LOTS 27 28 29 BLK 35	\$ 953.98
R0023794	Deborah Sheffield 2601 Harrington Ct. Norman, OK 73069-9603	NORMAN OT LOT 7 BLK 14	\$ 458.14
R0023702	Debra Deann Loeffelholz 117 E. Main St. Norman, OK 73069-1302	NORMAN OT LOT 9 BLK 5	\$ 379.60
R0024473	Donald H. & Sally J. Polk - REV TRT 2005 SE 34th Street Moore, OK 73160	NORMAN OT W/2 LOT 8 LESS E1.6` AND E6 1/4` OF LOT 10 AND ALL LOT 9 BLK 83	\$ 398.34
R0024474	Donald H. & Sally J. Polk - REV TRT 2005 SE 34th Street Moore, OK 73160	NORMAN OT W18 3/4` LOT 10 AND ALL LOT 11 BLK 83	\$ 306.35
R0023814	Donald Harvey Manchester 231 E. Gray St. Norman, OK 73069-7205	NORMAN OT LOTS 15 AND 16 BLK 15	\$ 503.88

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023933	Donald L. Day-Rev Trt 13629 Kirby Smith Rd. Orlando, FL 32832-6301	NORMAN OT S50` OF LOTS 1 2 3 BLK 24	\$ 213.11
R0023913	Dorella M. Remy - REV TRT & TRTEE 2649 Osborne Dr. Norman, OK 73069-5030	NORMAN OT LOTS 3 AND 4 BLK 23	\$ 712.33
R0024509	Douglas & Sherrill Hickson - REV TRT 408 W. Main St. #412 Norman, OK 73069-1364	NORMAN OT AND WAGGONER ADD LOTS 8 AND 9 BLK 86	\$ 591.68
R0024508	Douglas & Sherrill Hickson - REV TRT 408 W. Main St. #412 Norman, OK 73069-1364	NORMAN OT AND WAGGONER ADD LOTS 6 AND 7 BLK 86	\$ 898.09
R0023736	Douglas J. & Mary E. Smith 104 E. Eufaula St. Norman, OK 73069	NORMAN OT LOTS 2 3 4 BLK 8	\$ 510.09
R0024393	Doyles Electric Inc. 122 W. Comanche St. Norman, OK 73069-5609	NORMAN OT LOTS 22 AND 23 BLK 68	\$ 284.17
R0023799	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LOT 12 BLK 14	\$ 438.59
R0023801	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LOTS 15 AND 16 BLK 14	\$ 1,248.10
R0154495	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LTS 17 THRU 23 & PRT OF LT 24 BLK 13 AKA BEG SE/C LT 17 S 63D W200` N 62D W110.75` N 63D E20` N 26D W30` N 63D W30` N 63D E180` S 26D E140` POB	\$ 688.46
R0023781	Dutcher Investment Properties, LLC PO Box 1554 Norman, OK 73070	NORMAN OT LOTS 12 BLK 13	\$ 517.67

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023675	East Gray Rentals 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 1 THRU 6 LESS 12` X 12` NE/C LOT 6 BLK 4	\$ 1,267.06
R0023817	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOTS 20 AND E/2 LOT 21 BLK 15	\$ 131.05
R0023818	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT W/2 LOT 21 AND ALL LOT 22 BLK 15	\$ 144.38
R0023819	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOTS 23 AND 24 BLK 15	\$ 185.73
R0024432	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOT 8 BLK 72	\$ 409.47
R0024014	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 1 AND 2 BLK 32	\$ 1,293.48
R0024016	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 4 BLK 32	\$ 297.42
R0024017	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 5 BLK 32	\$ 275.28
R0024018	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 6 BLK 32	\$ 440.35
R0024019	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 7 8 9 BLK 32	\$ 546.02
R0024020	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 10 AND 11 BLK 32	\$ 809.66

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024021	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 12 BLK 32	\$ 440.27
R0024022	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 13 AND 14 BLK 32	\$ 810.46
R0024023	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 15 AND 16 BLK 32	\$ 367.31
R0024015	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 3 BLK 32	\$ 325.37
R0024371	Edward C. & Linda K. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT W12.1` LOT 6 AND ALL LOT 7 AND E/2 LOT 8 BLK 67	\$ 271.49
R0024394	Edward C. & Linda K. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT LOTS 24 25 26 BLK 68	\$ 423.43
R0024521	Edward C. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT LOTS 10 THRU 17 BLK 87	\$ 2,649.25
R0024395	Edward C. Copelin - Rev Trt-Trtee 425 W. Main St. Norman, OK 73069-1314	NORMAN OT W 22.58` LOT 27 BLK 68	\$ 125.06
R0023931	Eldora P. Moore - Life Estate 1513 Huntington Way Norman, OK 73069-5316	NORMAN OT N 25` OF LOTS 29 THRU 32 BLK 23	\$ 191.20
R0023710	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT N54` LOTS 17 THRU 20 AND ALL LOTS 21 AND 22 BLK 5	\$ 849.29
R0023707	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOT 14 BLK 5	\$ 520.22

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023709	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT S86` OF LOTS 17 18 19 20 BLK 5 (PARKING AREA)	\$ 462.01
R0023708	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOTS 15 AND 16 BLK 5	\$ 1,345.77
R0023711	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOTS 23 THRU 28 BLK 5	\$ 1,112.00
R0023914	Florene E. Welcher 3856 Bristol Dr. Norman, OK 73072-3623	NORMAN OT LOTS 5 AND 6 BLK 23	\$ 706.09
R0024484	G S J M, LLC 1104 Whispering Pines Dr. Norman, OK 73072	NORMAN OT LOTS 6 AND 7 BLK 84	\$ 570.77
R0024489	G S J M, LLC 1104 Whispering Pines Dr. Norman, OK 73072	NORMAN OT LOTS 27 THRU 32 BLK 84	\$ 1,332.92
R0023695	Gary A. Clinton - Liv Trt - Trustee 1114 Berry Cir. Norman, OK 73072-6307	NORMAN OT LOTS 24 THRU 29 BLK 4	\$ 735.83
R0023696	Gary A. Clinton - Liv Trt - Trustee 1114 Berry Cir. Norman, OK 73072-6307	NORMAN OT LOTS 30 31 32 BLK 4	\$ 295.95
R0189619	GBDental Holdings, LLC 227 W. Main Street #200 Norman, OK 73069-1310	NORMAN OT LTS 10 11 12 BLK 72	\$ 569.46
R0189620	GBDental Holdings, LLC 227 W. Main Street #200 Norman, OK 73069-1310	NORMAN OT LTS 13 & 14 BLK 72	\$ 2,218.59
R0023906	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 27 AND E/2 LOT 28 BLK 22	\$ 248.15

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023880	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N60` OF E10` LOT 12 AND N60` LOTS 13 THRU 16 BLK 21	\$ 361.96
R0023887	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 2 AND W 6 1/2`` LOT 3 BLK 22	\$ 425.60
R0023892	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 7 BLK 22	\$ 321.86
R0023893	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 8 BLK 22	\$ 325.30
R0023894	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 9 BLK 22	\$ 320.77
R0023895	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 10 BLK 22	\$ 345.07
R0023896	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 11 BLK 22	\$ 315.06
R0023904	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 23 AND 24 BLK 22	\$ 469.26
R0023905	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 25 AND 26 BLK 22	\$ 318.74
R0023907	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT W/2 LOT 28 AND ALL LOT 29 AND E15` LOT 30 BLK 22	\$ 331.03
R0023910	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N25` OF S50` LOTS 31 AND 32 AND S50` OF W10` LOT 30 AND E5` OF S25` LOT 31 BLK 22	\$ 150.32

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023911	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT S25` OF W20` LOT 31 AND S25` LOT 32 BLK 22	\$ 125.96
R0024361	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N80` LOT 17 AND N80` OF W/2 LOT 18 BLK 66	\$ 280.69
R0024433	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 9 BLK 72	\$ 365.51
R0093456	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N80` E/2 LOT 18 AND N80` LOT 19 AND ALL LTS 20 21 AND W/2 LT 22 BLK 66	\$ 621.06
R0023889	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 4 BLK 22	\$ 321.53
R0023897	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 12 BLK 22	\$ 353.60
R0023898	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 13 BLK 22	\$ 317.85
R0023902	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 21 BLK 22	\$ 225.97
R0023903	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 22 BLK 22	\$ 206.94
R0023909	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT S65` OF N90` LOTS 31 AND 32 AND S65` OF N90` OF W10` LOT 30 BLK 22	\$ 326.70
R0023912	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 1 AND 2 BLK 23	\$ 1,063.84

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023916	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 8 BLK 23	\$ 358.56
R0024435	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 17 BLK 72	\$ 218.37
R0093455	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 17 THRU 20 BLK 22	\$ 890.53
R0023878	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOTS 9 10 11 AND W15` LOT 12 BLK 21	\$ 547.68
R0023879	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT S80` OF E10` LOT 12 AND S80` LOTS 13 THRU 16 BLK 21	\$ 481.90
R0023923	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOT 17 AND 18 BLK 23	\$ 676.43
R0024013	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOTS 29 THRU 32 BLK 31	\$ 855.00
R0023759	Gregory Alan Heiple 516 N. Park Ave. Norman, OK 73069-7128	NORMAN OT LOTS 10 AND 11 BLK 11	\$ 309.92
R0024031	GSK, LLC 913 Deonne Cir. Norman, OK 73071-4222	NORMAN OT LOTS 1 THRU 4 BLK 33	\$ 1,141.74
R0023939	Hiland Dairy 1310 E. 104th St., Ste. 300 Kansas City, MO 64131-4503	NORMAN OT LOTS 23 THRU 28 BLK 24	\$ 621.82
R0175496	J Ford, LLC 3110 N. Interstate Dr., Ste. 200 Norman, OK 73072-7205	NORMAN OT LTS 15 & 16 BLK 72	\$ 388.36

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024499	J. Hall Properties, LLC 14501 S. Western Ave. Oklahoma City, OK 73170-7105	NORMAN OT LT 19 AND W/2 LT 20 BLK 85	\$ 431.15
R0024500	J. Hall Properties, LLC 14501 S. Western Ave. Oklahoma City, OK 73170-7105	NORMAN OT E/2 LOT 20 AND ALL LOT 21 BLK 85	\$ 618.09
R0024426	James & Linda McElvany PO Box 6 Alex, OK 763002-0006	NORMAN OT LOTS 1 AND 2 AND E8" LOT 3 BLK 72	\$ 1,035.75
R0128474	James & Linda McElvany PO Box 6 Alex, OK 763002-0006	NORMAN OT LT 3A BLK 72 AKA LT 3 AND PART LT 4 BEG NE/C LT 3 WESTERLY 35` SOUTHERLY 59` EASTERLY 10` SOUTHERLY 81` EASTERLY 25` NORTHERLY 140` POB	\$ 237.38
R0024358	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 12 BLK 66	\$ 427.71
R0024375	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 19 AND 20 BLK 67	\$ 906.68
R0138698	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LT 4A BLK 14 AKA LTS 4 AND 5 BLK 14	\$ 899.76
R0023788	James L. Adair 111 N. Peters Ave., Ste. 100 Norman, OK 73069-7235	NORMAN OT LOTS 32 AND 33 LESS E25` BLK 13 AKA MC RUNYAN`S SUBDIVISION OF LOT 28 THRU 32	\$ 617.50
R0023790	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 3 BLK 14	\$ 416.93
R0128475	James L. McElvany -REV TRT-UND 1/2 INT OF 1/3 INT PO Box 6	NORMAN OT LT 4A BLK 72 AKA PART LT 4 BEG NW/C LT 4 EASTERLY 15` SOUTHERLY 59` EASTERLY 10` SOUTHERLY 81` WESTERLY 25` NORTHERLY 140` POB	\$ 342.45
R0024505	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT N90` LOTS 1 2 3 BLK 86	\$ 425.29

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024507	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT AND WAGGONER ADD N90` LOTS 4 AND ALL LOT 5 BLK 86	\$ 669.72
R0024506	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT AND WAGGONER ADD S50` LOTS 1 2 3 4 BLK 86	\$ 194.39
R0023755	Jamm Family LLC 404 Kensington Rd. Norman, OK 73072-4526	NORMAN OT S60` LOTS 1 2 3 BLK 11	\$ 259.13
R0023860	JB Commercial, LLC 1875 Rolling Hills St. Norman, OK 73072-6707	NORMAN OT S90` OF LOTS 1 THRU 4 BLK 20	\$ 313.54
R0023908	Jeffrey Bryce Perry PO Box 1033 Norman, OK 73070-1033	NORMAN OT N25` LOTS 31 AND 32 AND N25` OF W10` LOT 30 BLK 22	\$ 360.74
R0023865	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT E15` OF LOT 14 AND ALL LOTS 15 AND 16 BLK 20	\$ 883.28
R0023866	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT ALL LOTS 17 AND 18 AND E20` OF N75` OF LOT 19 AND S65` OF LOT 19 AND S65` OF LOT 20 BLK 20	\$ 1,081.39
R0023867	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT W5` OF N75` LOT 19 AND N75` LOT 20 BLK 20	\$ 68.40
R0023919	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 12 BLK 23	\$ 352.41
R0023920	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 13 BLK 23	\$ 333.22
R0100691	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT NORTHERLY 60` LTS 19 THRU 23 BLK 32	\$ 263.30

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023891	Johnson-JRS, LLC 9711 Brush Creek Rd. Norman, OK 73026-8231	NORMAN OT LOT 6 BLK 22	\$ 320.53
R0023856	Kaye M. LINZE - REV TRT 3101 Cruden Dr. Norman, OK 73072	NORMAN OT LOTS 13 AND 14 BLK 19	\$ 134.00
R0024497	KDL Enterprises, LLC 4216 Rankin Rd. Oklahoma City, OK 73120-8022	NORMAN OT LOTS 14 15 16 BLK 85	\$ 1,456.38
R0138674	Kenneth Lee McCall, Jr 320 E. Main St. Norman, OK 73071	NORMAN OT LT 10A BLK 23 AKA W17.5` OF LT 10 BLK 23	\$ 353.72
R0024360	Kevin D. Watley PO Box 922 Norman, OK 73070-0922	NORMAN OT S60` LOTS 17 18 19 BLK 66	\$ 247.64
R0023718	Kramerica, LLC 4413 Trophy Dr. Norman, OK 73072-2860	NORMAN OT LOT 7 BLK 6	\$ 417.14
R0023716	Kurt Booth Pfenning 108 E. Main St. Norman, OK 73069-1301	NORMAN OT LOT 4 BLK 6	\$ 514.75
R0024502	L C Miller Properties, LLC 316 W. Main St. Norman, OK 73069-1311	NORMAN OT LOT 23 BLK 85	\$ 401.62
R0023773	Lawyers Professional Building, LLC 231 S. Peters Ave. Norman, OK 73069-6039	NORMAN OT LOTS 29 30 31 32 BLK 12	\$ 684.14
R0023809	Lewis & Phillips Pettigrew Holding Company, LLC 8101 S. Walker Ave., Ste. F Oklahoma City, OK 73139-9406	NORMAN OT LOT 9 BLK 15	\$ 458.90

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R0024531	Lisa G. Russell - LIV TRT 115 Nantucket Blvd. Norman, OK 73071-7155	NORMAN OT LOTS 14 15 16 BLK 88	\$ 591.90
R0024437	LMD Leasing C, LLC 1000 Century Blvd. Oklahoma City, OK 73110-7961	NORMAN OT LOTS 25 THRU 29 AND S/2 LOTS 30 31 32 BLK 72 UNIT 101 OLD TOWN SQUARE CONDO AUNIT OWNERSHIP EST AND UND 10.7831 PERC IN C/E	\$ 933.09
R0138673	Loeffler & Ashford Investments, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LT 9 BLK 23	\$ 320.84
R0024377	Loeffler & Ashford Investments, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LOT 22 BLK 67	\$ 471.73
R0023691	Lynn D. Foreman - REV TRT & TRTEE 125 E. Gray St. Norman, OK 73069-7203	NORMAN OT LOT 13 AND PRT LOT 12 BEG SE/C LT 12 W.26` N 60` E.26` S60` POB BLK 4	\$ 283.91
R0024374	Magnolia Investment Prop, LLC 132 W. Main St., Ste. 6 Norman, OK 73069-1337	NORMAN OT LOTS 17 AND 18 BLK 67	\$ 1,555.64
R0023783	Main & Crawford, LLC 4650 Highland Lake Dr. Norman, OK 73026-2417	NORMAN OT LOT 15 BLK 13	\$ 455.77
R0023784	Main & Crawford, LLC 4650 Highland Lake Dr. Norman, OK 73026-2417	NORMAN OT LOT 16 BLK 13	\$ 974.46
R0024357	Martha C, LLC PO Box 699 Norman, OK 73070-0699	NORMAN OT LOT 11 BLK 66	\$ 549.58
R0023719	MCC Administration Corporation PO Box 721482 Norman, OK 73070-8146	NORMAN OT LOT 8 BLK 6	\$ 425.51

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023720	MCC Administration Corporation PO Box 721482 Norman, OK 73070-8146	NORMAN OT LOT 9 BLK 6	\$ 478.68
R0023998	Meredith & Jeff Rowland - LIV TRT 5200 E. Cedar Lane Rd. Norman, OK 73026-5537	NORMAN OT LOTS 1 AND 2 BLK 31	\$ 595.00
R0105398	Michael D & Patrice A Jumper 1520 Westbrooke Ter. Norman, OK 73072-6049	NORMAN OT LOT 17A AKA N80` LOTS 17 18 19 BLK 15	\$ 294.49
R0024485	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT LOTS 8 9 AND E20` LOT 10 BLK 84	\$ 1,108.42
R0024486	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT W5` LOT 10 AND ALL LOTS 11 THRU 16 BLK 84	\$ 3,292.65
R0024487	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT N80` LOTS 17 18 19 AND S60` LOTS 17 18 19 BLK 84	\$ 300.13
R0024488	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT LOTS 20 THRU 26 BLK 84	\$ 1,122.16
R0024356	MK on Main, LLC 416 W. Eufaula St., #119 Norman, OK 73069-5625	NORMAN OT LOTS 9 AND 10 BLK 66	\$ 1,094.16
R0024475	Montgomery W. Janet L. Moore 1912 Windermere Dr. Norman, OK 73072-3005	NORMAN OT LOTS 12 AND 13 BLK 83	\$ 427.47
R0024378	Moore Studios, LLC 6015 Crooked Oak Dr. Norman, OK 73026-0848	NORMAN OT LOTS 23 AND 24 BLK 67	\$ 786.43
R0024482	Moving Mountains, LLC 131 Dean A. McGee Ave., Loft 409 Oklahoma City, OK 73102	NORMAN OT LOTS 1 AND 2 BLK 84	\$ 1,236.53

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024384	N M R C-1, LLC an OK Lmtd Corp 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOTS 31 AND 32 BLK 67	\$ 1,633.14
R0154496	Newspaper Holding Inc 201 Monroe St., Suite 450 Montgomery, AL 36104	NORMAN OT PRT OF LT 24 & ALL LTS 25 26 27 BLK 13 ORIG TWN & LTS 28 THRU 31 (MC RUNYANS SUBDIVISION LTS 28 THRU 32) ALL BEING DES AS BEG SW/C LT 28 MC RUNYANS N 26D W100` N 63D E100` N 26D W40` N 63D E120` S 26D E30` S 63D W20` S 26D E110.75` S 63D W200` POB	\$ 1,817.88
R0024510	Norman Economic Development Coalition, Inc. 424 W. Main Street Norman, OK 73069-1313	NORMAN OT LT 9 LESS EASTERLY 25' OF LT 9 BLK 86 AND WAGGONERS 1ST LOTS 10 THRU 16 BLK 86	\$ 3,368.36
R0024348	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 7 AND E12.5` OF 8 BLK 65	\$ 361.68
R0024349	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT W/2 LT 8 AND ALL LT 9 BLK 65	\$ 319.44
R0024347	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT W12.5` LOT 3 AND ALL LOTS 4 5 6 BLK 65	\$ 835.51
R0024346	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOT 2 AND E12.5` OF LOT 3 BLK 65	\$ 474.69
R0024352	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 30 AND 31 BLK 65	\$ 356.20
R0024353	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 1AND 32 AND H BLK 65	\$ 416.94
R0024346	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOT 2 AND E12.5` OF LOT 3 BLK 65	\$ 267.01

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024364	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E12.50` OF LOT 22 AND ALL LOT 23 AND W7 1/4` LOT 24 BLK 66	\$ 429.60
R0024366	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E17`.9`` LOT 24 AND ALL LOT 25 AND W2` LOT 26 BLK 66	\$ 438.57
R0024367	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E23` LOT 26 AND ALL LOT 27 AND W11.40` LOT 28 BLK 66	\$ 560.54
R0023881	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 17 18 19 20 BLK 21	\$ 740.74
R0023882	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 21 AND 22 BLK 21	\$ 200.26
R0024046	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 31 AND 32 BLK 33	\$ 670.74
R0024047	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 1 2 3 4 BLK 34	\$ 1,083.52
R0023663	One Hundred Ten E Tonhawa LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 4 THRU 8 BLK 3	\$ 522.18
R0024354	P W K H, LLC 751 36th Ave SE Norman, OK 73026-4114	NORMAN OT LOTS 1 THRU 6 BLK 66	\$ 2,628.11
R0023662	Paramount Investment Mgmnt, LLC PO Box 305 Norman, OK 73070-0305	NORMAN OT LOTS 1 2 AND 3 BLK 3	\$ 745.15
R0023705	Peak Property, LLC 123 E. Main St., #200 Norman, OK 73069-1302	NORMAN OT LOT 12 BLK 5	\$ 479.12

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023721	Peak Property, LLC 123 E. Main St., #200 Norman, OK 73069-1302	NORMAN OT LOT 10 BLK 6	\$ 449.42
R0023706	Peak Property, LLC 123 E. Main St., #200 Norman, OK 73069-1302	NORMAN OT LOT 13 BLK 5	\$ 468.88
R0023664	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 9 10 AND W15` OF LOT 11 BLK 3	\$ 280.35
R0023722	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOT 11 BLK 6	\$ 439.92
R0023800	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 13 AND 14 BLK 14	\$ 874.74
R0023811	Phyllis A. Woodard-Knott 2545 Weymouth Way Norman, OK 73071-7271	NORMAN OT LOT 12 BLK 15	\$ 205.59
R0023810	Phyllis A. Woodard-Knott 2545 Weymouth Way Norman, OK 73071-7271	NORMAN OT LOTS 10 AND 11 BLK 15	\$ 454.57
R0024477	Phyllis Holmes Murray - REV TRT & TRTEE 322 W. Tonhawa St. Norman, OK 73069-7124	NORMAN OT N40` LOTS 14 15 16 BLK 83	\$ 114.98
R0024469	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LOT 3 JOINTLY OWNED PARTY WALL LT 3 AND 4 BLK 83	\$ 295.28
R0024470	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LT 4 JOINTLY OWNED PARTY WALL LTS 3 4 AND 5 BLK 83	\$ 303.05

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023703	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LOT 10 BLK 5	\$ 469.65
R0023723	Pitchlynn Family Irrev Trt 4507 Chukkar Ct. Norman, OK 73072	NORMAN OT LOT 12 BLK 6	\$ 398.78
R0023985	Plaza Inn, Inc PO Box 8190 Moore, OK 73153-8190	NORMAN OT LOTS 1 THRU 4 BLK 30	\$ 1,414.29
R0138675	Professional Towers, Inc PO Box 546 Norman, OK 73070-0546	NORMAN OT LT 11A BLK 23 AKA BEG SE/C LT 9 N 62D E17.5` POB N 27D W140` N 62D E32.5` S 27D E140` S 62D W32.5` POB	\$ 302.48
R0023758	Q & A, LLC 216 E. Eufaula St. Norman, OK 73069-6019	NORMAN OT LOTS 8 AND 9 BLK 11	\$ 314.12
R0024525	Rebecca Ruth Marshall - TRT-TRTE 3628 Guilford Ln. Norman, OK 73072	NORMAN OT S/2 LOTS 42 THRU 46 BLK 87	\$ 434.91
R0024519	Rebecca Ruth Marshall - TRT-TRTE 3628 Guilford Ln. Norman, OK 73072	NORMAN OT LOTS 1 2 3 BLK 87	\$ 857.21
R0024524	Rebecca Ruth Marshall -TRT-TRTE 401 W. Main Norman, OK 73069	NORMAN OT N/2 LOTS 42 THRU 46 BLK 87	\$ 440.57
R0024520	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 4 THRU 9 AND 35 THRU -41 BLK 87	\$ 5,042.68
R0024527	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 4 AND 5 BLK 88	\$ 322.62
R0024528	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 6 AND 7 BLK 88	\$ 311.01

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R0023808	Revenue, LLC 114 W. Main St. Norman, OK 73069-5463	NORMAN OT LOTS 1 THRU -8 INCL BLK 15 (PROFESSIONAL DEV CTR)	\$ 1,212.00
R0024379	Revenue, LLC 114 W. Main St. Norman, OK 73069	NORMAN OT LOT 25 BLK 67	\$ 371.09
R0024380	Revenue, LLC 114 W. Main St. Norman, OK 73069	NORMAN OT LOT 26 BLK 67	\$ 597.47
R0024476	Richard Samuel Dowell III-Rev Liv Trt 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT S100` LOTS 14 15 16 BLK 83	\$ 414.75
R0024350	Rieger LLC 136 Thompson Dr. Norman, OK 73069-5245	NORMAN OT LOTS 10 THRU 29 BLK 65 LESS PRT LT 17 DES BEG NW/C LT 17 N62D E20` S16D W27.99` N29` W20` POB	\$ 2,704.94
R0023712	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT LOTS 29 THRU 32 BLK 5	\$ 1,083.58
R0023701	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT LOT 8 EXC SMALL STRIP ON W SIDE AND BEG ON S END E WALL OPERA HOUSE BLDG N 140` E1` SLY TO BEG BLK 5	\$ 395.77
R0023698	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT E24 1/2` LOT 3 BLK 5	\$ 463.58
R0023760	Ronald G. Minnix - LIV TRT & TRTEE 222 E. Eufaula St. Norman, OK 73069-6051	NORMAN OT LOTS 12 THRU 16 BLK 11	\$ 1,175.72

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R0023940	Rose A. Woodson - REV TRT 2637 Smoking Oak Rd. Norman, OK 73072-6735	NORMAN OT LOTS 29 AND 30 BLK 24	\$ 389.27
R0023899	Rutherford Oil Co. Inc. 2549 McGee Dr. Norman, OK 73072-6704	NORMAN OT LOTS 14 15 16 BLK 22	\$ 1,273.79
R0023925	S C B Companies, LLC PO Box 2956 Norman, OK 73070-2956	NORMAN OT LOT 21 BLK 23	\$ 121.18
R0024359	S E T Companies, LLC 3975 Quarton Rd. Bloomfield Hills, MI 48302-4060	NORMAN OT LOTS 13 14 15 16 BLK 66	\$ 2,197.04
R0192735	SA Five 315 E Gray St, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LTS 6 & 7A BLK 21	\$ 729.16
R0024429	Sandra M. Gambone 3810 Kangaroo Ct. Corpus Christi, TX 78414-2105	NORMAN OT LT 5 BLK 72	\$ 470.63
R0023767	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 THRU 14 BLK 12	\$ 1,511.35
R0023768	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 15 AND 16 BLK 12	\$ 206.31
R0023770	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 23 AND 24 BLK 12	\$ 194.75
R0023772	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 27 AND 28 BLK 12	\$ 195.92
R0023774	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 THRU 5 BLK 13	\$ 2,943.64

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023775	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOT 6 BLK 13	\$ 434.47
R0023823	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 2 3 4 BLK 16	\$ 400.79
R0024373	Seth F. & Allen L. Millington 121 S. Santa Fe Ave. Norman, OK 73069-5636	NORMAN OT LOTS 14 15 16 BLK 67	\$ 534.69
R0024369	Seth F. Millington 121 S. Santa Fe Ave., Ste. A Norman, OK 73069-5636	NORMAN OT LOT 1 AND E/2 LOT 2 BLK 67	\$ 556.91
R0023924	Shelter Investments, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 19 AND 20 BLK 23	\$ 347.87
R0024447	Silver Cricket Investments, LLC PO Box 1589 Norman, OK 73070-1589	NORMAN OT N/2 LOTS 30 31 32 BLK 72	\$ 654.06
R0024431	Skeleton Key Investments, LLC 2029 Sierra St. Norman, OK 73071-1540	NORMAN OT LOT 7 BLOCK 72	\$ 453.33
R0024355	Sooner Emerald Dreams LLC 9392 Town and Country Dr. Garden Grove, CA 92841-2029	NORMAN OT LOTS 7 AND 8 BLK 66	\$ 1,057.09
R0023941	Sopheva I, LLC 301 E. Eufaula St. Norman, OK 73069-6020	NORMAN OT LOTS 31 AND 32 BLK 24	\$ 379.14
R0023932	Stace, LLC 100 W. Main St. Norman, OK 73069-6012	NORMAN OT N90` LOTS 1 2 3 BLK 24	\$ 409.54
R0024430	Sweet Basil Thai Cuisine, LC 3810 Kangaroo Ct. Corpus Christi, TX 78414	NORMAN OT LOT 6 BLK 72	\$ 368.53

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023821	Terry's Automotice, Inc 210 E. Tonhawa St. Norman, OK 73069-7241	NORMAN OT LTS 27 28 AND S75` OF LT 29 AND S75` OF E/2 LT 30 BLK 15	\$ 326.61
R0023798	Tershev Commercial, LLC 825 S. Ponca Ave. Norman, PL 73071-5035	NORMAN OT LOT 11 BLK 14	\$ 502.91
R0023937	The Wilson Company, LLC 1043 N. University Blvd. Norman, OK 73069-7619	NORMAN OT LOTS 21 AND 22 BLK 24	\$ 1,119.93
R0023938	The Wilson Company, LLC 1043 N. University Blvd. Norman, OK 73069-7619	NORMAN OT LOTS 21 AND 22 BLK 24	\$ 284.40
R0024498	Tom S. & Marye Kate-Charitable & Educational Trust 1310 Viz Luna Dr. Gulf Breeze, FL 32561	NORMAN OT LOTS 17 AND 18 BLK 85	\$ 1,256.35
R0023926	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT LOT 22 BLK 23	\$ 135.63
R0023927	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT LOT 23 AND E/2 LOT 24 BLK 23	\$ 285.35
R0023928	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT W/2 LOT 24 AND ALL LOT 25 BLK 23	\$ 201.34
R0023666	Tonhawa Rentals, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT E10` LOT 11 AND ALL LOT 12 AND S115` LOTS 13 THRU 16 BLK 3	\$ 655.27
R0024028	Tripp Davis PO Box 319 Norman, OK 73070-0319	NORMAN OT S69` OF LOT 29 AND E15` OF S69` OF LOT 30 BLK 32	\$ 255.71

**2023 Downtown
Business Improvement District Assessment Roll**

Item 8.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023779	Two Twenty East Main, LLC 220 E. Main St. Norman, OK 73071	NORMAN OT LOT 10 BLK 13	\$ 573.65
R0023693	Two Twenty Inc 220 N. Peters Ave. Norman, OK 73069-7247	NORMAN OT LOTS 17 18 19 AND E17.5` LOT 20 BLK 4	\$ 521.75
R0023822	Velie Enterprises, LLC 1012 Brookside Dr. Norman, OK 73072-6309	NORMAN OT N65` OF LOTS 29 30 AND S75` OF W/2 LOT 30 AND ALL LOTS 31 AND 32 BLK 15	\$ 751.12
R0023795	Victorias-Norman, LLC 1907 Rosebrook Ct. Norman, OK 73072	NORMAN OT LOT 8 BLK 14	\$ 731.65
R0024503	Waters Electric Inc 310 W. Main St. Norman, OK 73069-1311	NORMAN OT LTS 24 AND 25 BLK 85	\$ 795.24
R0023922	Wholesale Gasoline, Inc PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 15 AND 16 BLK 23	\$ 946.66
R0023778	Wolffek Corporation 218 E. Main St. Norman, OK 73069-1303	NORMAN OT LOT 9 BLK 13	\$ 626.93
R0023782	Z & A Ltd Prtshp 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 13 AND 14 BLK 13	\$ 1,332.35
R0023890	Z & A Ltd Prtshp 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 5 BLK 22	\$ 498.02



File Attachments for Item:

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

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 09-13-22 TO 08-13-25: SHELLEY COX, WARD 3



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

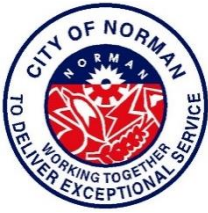
ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENT AS FOLLOWS:

ECONOMIC DEVELOPMENT ADVISORY BOARD
TERM: 09-13-22 TO 08-13-25: SHELLEY COX, WARD 3

Shelley Cox will replace Ryan Broyles.

File Attachments for Item:

10. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR FLINT HILLS, SECTION 1, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF TRAFFIC IMPACT FEES IN THE AMOUNT OF \$21,881.52. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF TECUMSEH ROAD AND ONE QUARTER MILE WEST OF 12TH AVENUE NW).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR FLINT HILLS, SECTION 1, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF TRAFFIC IMPACT FEES IN THE AMOUNT OF \$21,881.52. (GENERALLY LOCATED ONE-QUARTER MILE NORTH OF TECUMSEH ROAD AND ONE QUARTER MILE WEST OF 12TH AVENUE NW).

BACKGROUND:

This item is a final plat for Flint Hills, Section 1, a Planned Unit Development and is generally located one-quarter mile north of Tecumseh Road and one-quarter mile west of 12th Avenue N.W. The Norman Board of Parks Commissioners recommended private parkland for Founders Park Addition at its meeting of February 4, 2010. City Council at its meeting of October 29, 2020, adopted Ordinance No. O-2021-9 amending Ordinance No. O-1516-36, placing this property in the PUD, Planned Unit Development and removing it from PUD, Planned Unit Development. In addition, City Council approved the preliminary plat for Flint Hills Addition, a Planned Unit Development. This final plat consists of 25.71 acres, seventy-two (72) single-family lots, and two (2) large open space areas.

The Norman Development Committee, at its meeting of August 26, 2022, reviewed and approved the program of improvements, final site development plan/final plat for Flint Hills, Section 1, a Planned Unit Development, and recommended that the final site development plan/final plat be submitted to City Council for consideration.

DISCUSSION:

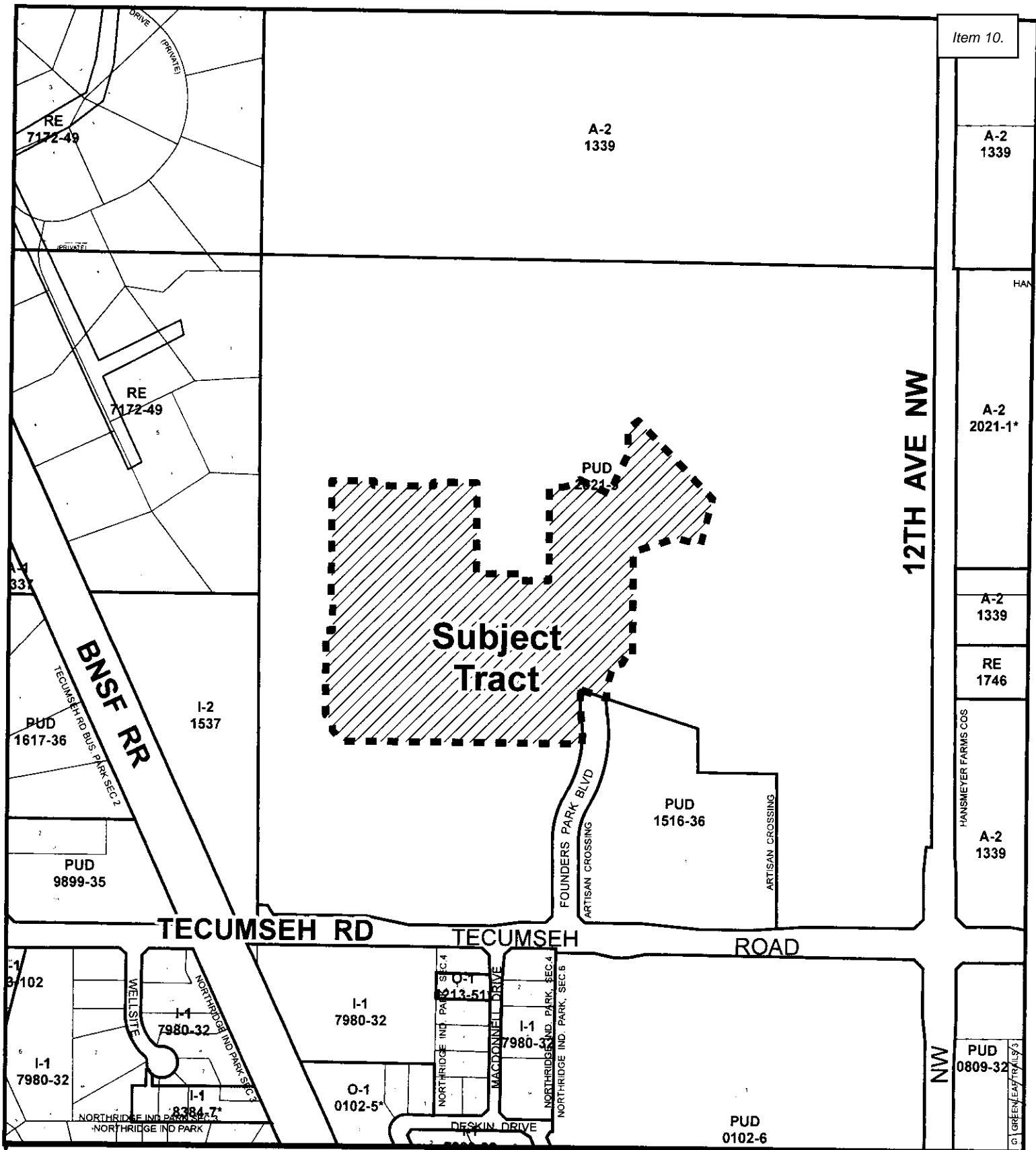
Staff has reviewed the construction plans for the required improvements for this property. The improvements consist of water mains with fire hydrants, sanitary sewer, drainage including detention, street paving and sidewalks.

The eastern portion of the property contains flood plain. If any walking trails and other open space amenities are proposed, they will require flood plain permits.

This property contains Water Quality Protection Zone (WQPZ). An engineering solution has been approved to address the WQPZ. The WQPZ is located within the open space areas. The owners have submitted covenants for protecting the WQPZ. The covenants have been reviewed by the Legal Department.

RECOMMENDATION:

The final plat is consistent with the preliminary plat. Based upon the above information, staff recommends approval of the final site development plan/final plat, the payment of \$21,881.52 for traffic impact fees and the filing of the plat subject to completion and acceptance or bonding of all required public improvements and authorize the Mayor to sign the final plat.

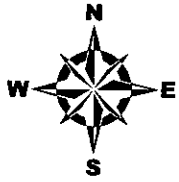


A-2 1339
A-2 2021-1*
A-2 1339
RE 1746
A-2 1339
PUD 0809-32

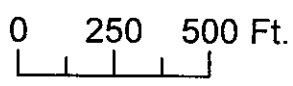
Location Map



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 16, 2022



- Subject Tract
- Zoning

G:\ACSIS\10 Map Templates\11 LocationMap\Map10.mxd

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2223-2

DATE:
August 26, 2022

STAFF REPORT

ITEM: Consideration of a Final Plat for **FLINT HILLS ADDITION, SECTION 1, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located one-quarter mile north of Tecumseh Road and one-quarter mile west of 12th Avenue N.W.

INFORMATION:

1. Owners. IH Development, LLC, Ideal Homes of Norman LLC and Landmark Land Company, L.L.C.
2. Developer. IH Development LLC, Ideal Homes of Norman LLC and Landmark Land Company, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City Limits without zoning.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. February 4, 2010. The Norman Board of Parks Commissioners, on a vote of 7-1, recommended private park with a combination of active and passive land for Founders Park Addition, a Planned Unit Development.
5. February 11, 2010. Planning Commission, on a vote of 7-0, postponed for sixty (60) days a request to amend the NORMAN 2025 Land use and Transportation Plan from Future Urban Service Area to Current Urban Service Area and from Industrial Designation to Low Density Residential Designation, Medium Density Residential Designation, Commercial Designation, Office Designation, Industrial Designation and Open Space Designation.
6. February 11, 2010. Planning Commission, on a vote of 7-0, postponed for sixty (60) days a request to rezone this property from A-2, Rural Agricultural District to PUD, Planned Unit Development.

7. February 11, 2010. Planning Commission, on a vote of 7-0, postponed for sixty (60) days the preliminary plat for Founders Park Addition, A Planned Unit Development.
8. April 8, 2010. Planning Commission, on a vote of 4-3-1, recommended amendment of the NORMAN 2025 Land Use and Transportation Plan to place this property in the Current Urban Service Area from Future Urban Service Area and from Industrial Designation to Low Density Residential Designation, Medium Density Residential Designation, Commercial Designation, Office Designation, Industrial Designation and Open Space Designation.
9. April 8, 2010. Planning Commission, on a vote of 4-3-1, recommended that this property be placed in the Planned Unit Development PUD and removed from A-2, Rural Agricultural District.
10. April 8, 2010. Planning Commission, on a vote of 4-3-1, recommended to City Council the approval of the preliminary plat for Founders Park Addition, a Planned Unit Development.
11. June 8, 2010. City Council approved amending the NORMAN 2025 Land Use and Transportation Plan to place this property in the Current Urban Service Area from Future Urban Service Area and from Industrial Designation to Low Density Residential Designation, Medium Density Residential Designation, Commercial Designation, Office Designation, Industrial Designation and Open Space Designation.
12. June 8, 2010. City Council adopted Ordinance No. O-0910-17 placing this property in the Planned Unit Development (PUD) and removing it from A-2, Rural Agricultural District.
13. June 8, 2010. City Council approved the preliminary plat for Founders Park Addition, a Planned Unit Development.
14. May 31, 2017. The City Development Committee administratively approved the preliminary plat for Founders Park Addition, a Planned Unit Development for an additional five (5) years.
15. October 29, 2020. City Council amended the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential, Medium Residential, Commercial, Office Industrial and Open Space Designations to Mixed Use Designation for approximately 139.43 acres.
16. October 29, 2020. City Council adopted Ordinance No. O-2021-9 amending Ordinance No. O-1516-36 placing this property in PUD, Planned Unit Development and removing it from PUD, Planned Unit Development.
17. October 29, 2020. City Council approved the preliminary plat for Flint Hills Addition, a Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of final plat.
3. Sanitary Sewers. Sanitary sewer mains will be extended and connect to an existing sanitary sewer interceptor. The sanitary sewer mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards.
4. Sidewalks. Sidewalks will be constructed in accordance with City sidewalk standards.
5. Drainage. Proposed privately maintained detention facilities will be constructed to serve this development. With the use of a detention/retention pond, downstream properties will not be impacted.
6. Streets. Streets will be installed in accordance with approved plans and City paving standards.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.
8. Flood Plain. The eastern portion of the property contains flood plain. If any walking trails and other open space amenities will require a flood plain permit.
9. Water Quality Protection Zone. This property contains Water Quality Protection Zone (WQPZ). An engineering solution has been submitted to address the WQPZ. The owners have submitted covenants for protecting the WQPZ.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. Street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final site development/final plat are attached.

DEVELOPMENT COMMITTEE COMMENTS: The final plat is consistent with the approved preliminary plat. This final plat consists of 25.71 acres and seventy-two (72) single-family lots and two (2) large open space areas.

It has been determined a traffic impact fee is required in the amount of \$21,881.52 and will be paid prior to filing the final plat.

Private park land will be required with this final plat.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 08/15/2022

Part I: To be Completed by Applicant:

- Applicant(s):
Flint Hills Land Fund, LLC
CDA
Signature of Applicant(s):
Christopher D. Anderson, P.E. (as agent for applicant)
- Telephone Number and Address:
SMC Consulting Engineers, PC
815 West Main, Oklahoma City, OK 73106
405.232.7715
- Project Name and Legal Description:
Flint Hills Addition Section 1
- Action Request of Development Committee:
Request Development Committee approve the final plat and submit to City Council for consideration.

Part II: To Be Completed by Development Committee:

Development Committee Met on: August 26, 2022

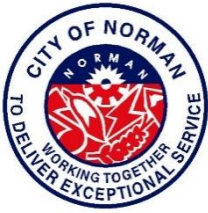
Development Committee Findings: The engineer for the developer has requested the Development Committee approve the program of public improvements, final site Development Plan/Final Plat and submit to City Council for consideration. The program of public improvements consist of water with fire hydrants, sanitary sewer, drainage, street paving and sidewalks.

Development Committee Recommendations:
Recommend the City Council consider the final site development plan/final plat.

		Record of Acceptance:			
		Yes	No	Yes	No
<u>Director of Public Works</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Director of Utilities</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>City Engineer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<u>Director of Planning</u>		
			<u>Planning Services Manager</u>		
			<u>Subdivision Development Manager</u>		

File Attachments for Item:

11. CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR GREENLEAF TRAILS ADDITION, SECTION 12, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF A TRAFFIC IMPACT FEE IN THE AMOUNT OF \$13,470.18. (GENERALLY LOCATED ONE-QUARTER MILE EAST OF 12TH AVENUE N.W. AND ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF AUTHORIZATION, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR GREENLEAF TRAILS ADDITION, SECTION 12, A PLANNED UNIT DEVELOPMENT WITH RECEIPT OF A TRAFFIC IMPACT FEE IN THE AMOUNT OF \$13,470.18. (GENERALLY LOCATED ONE-QUARTER MILE EAST OF 12TH AVENUE N.W. AND ONE-QUARTER MILE SOUTH OF TECUMSEH ROAD).

BACKGROUND:

This item is a final plat for Greenleaf Trails Addition, Section 12, a Planned Unit Development (PUD), and is generally located one-quarter mile east of 12th Avenue N.W. and approximately one-quarter mile south of Tecumseh Road.

City Council, at its meeting of February 24, 2009, adopted Ordinance No. O-0809-32, amending the PUD to include a church site within the preliminary plat. The City Development Committee, at its meeting of January 11, 2017, reapproved the preliminary plat for Greenleaf Trails Addition, a PUD. The City Development Committee, at its meeting of August 26, 2022, reviewed and approved the program of improvements and the final site development plan/final plat for Greenleaf Trails Addition, Section 12, a Planned Unit Development, and recommended that the final site development plan/final plat be submitted to City Council for consideration.

This property consists of 10.98 acres and fifty-eight (58) single-family residential lots. With the previous platting of Sections 1 through 11 and Springs at Greenleaf Trails Sections 1 and 2, there are 485 single-family residential lots filed of record. This will complete the residential development of the property with commercial designation located at the southeast corner of the intersection of 12th Avenue N.W. and Tecumseh Road. There is a large amount of open space property and private park land that will be utilized by the property owners.

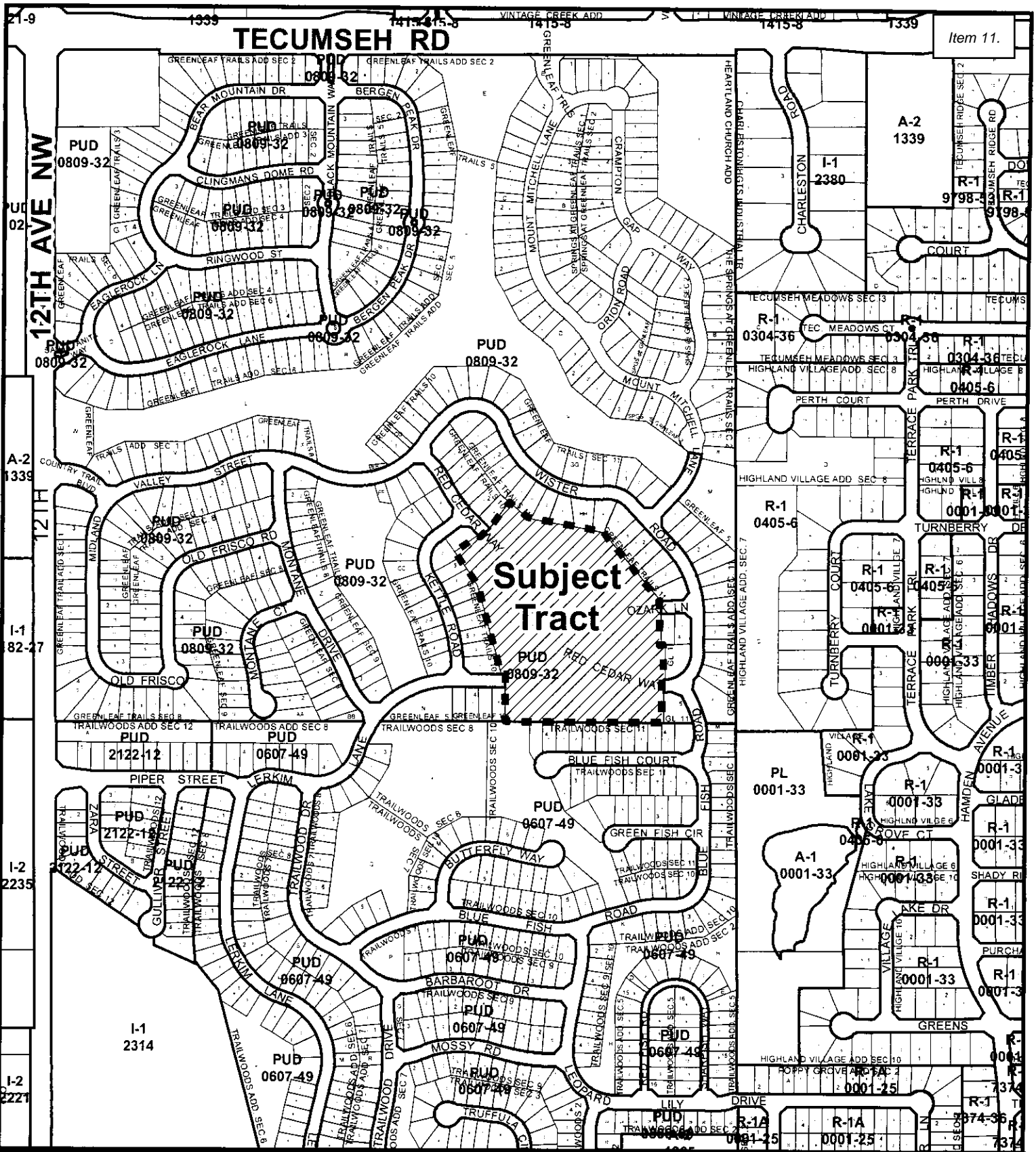
DISCUSSION:

Construction plans have been reviewed for the required public improvements for this property. These improvements consist of sidewalks, water mains with fire hydrants, sanitary sewer, drainage, and street paving improvements.

All of the required private park has been deeded to the Property Owners Association. A Traffic Impact Fee of \$13,470.18 was previously set and is now due in order to pursue filing of the final plat. Those funds have been delivered to the City for receipt as a part of this item.

RECOMMENDATION:

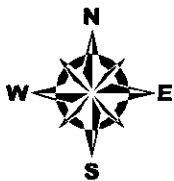
The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the final site development plan/final plat and filing of the final site development plan/final plat subject to completion of public improvements. The Norman Development Committee will ensure completion of all required public improvements or bonds/cash sureties and receipt of traffic impact fee in the amount of \$13,470.18.



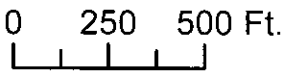
Location Map



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 26, 2022



- Subject Tract
- Zoning

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FINAL PLAT
GREENLEAF TRAILS ADDITION SECTION 12
 A PLANNED UNIT DEVELOPMENT
 A PART OF THE N.W. 1/4, SECTION 18, 19N, R2W I.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+100.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+200.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+300.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+400.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+500.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+600.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+700.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+800.00	S 89°47'15" W	100.00	179°54'30"	100.00
1+900.00	S 89°47'15" W	100.00	179°54'30"	100.00
2+000.00	S 89°47'15" W	100.00	179°54'30"	100.00

LINE TABLE

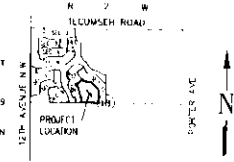
STATION	BEARING	DISTANCE
1+00.00	S 89°47'15" W	100.00
1+100.00	S 89°47'15" W	100.00
1+200.00	S 89°47'15" W	100.00
1+300.00	S 89°47'15" W	100.00
1+400.00	S 89°47'15" W	100.00
1+500.00	S 89°47'15" W	100.00
1+600.00	S 89°47'15" W	100.00
1+700.00	S 89°47'15" W	100.00
1+800.00	S 89°47'15" W	100.00
1+900.00	S 89°47'15" W	100.00
2+000.00	S 89°47'15" W	100.00



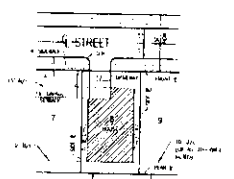
SCALE: 1" = 40'
 TOTAL LOTS = 56

STORM DRAINAGE DETENTION FACILITY EASEMENT

STORM DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN BY THIS PLAT TO BE LOCATED IN THE STORM DRAINAGE DITCH AND CONVEYED TO THE PROPERTY OWNER OF THE LOT ENJOYING THE BENEFIT OF THE DRAINAGE FACILITY. THE PROPERTY OWNER SHALL MAINTAIN AND DEFEND THE DRAINAGE FACILITY AGAINST ALL CLAIMS AND DAMAGES IN THE EVENT OF NEGLIGENCE OR OTHERWISE. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITY AND SHALL BE RESPONSIBLE FOR THE COSTS OF SUCH MAINTENANCE AND REPAIR. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ANY EASEMENT REQUIRED FOR THE FACILITY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ANY EASEMENT REQUIRED FOR THE FACILITY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COSTS OF ANY EASEMENT REQUIRED FOR THE FACILITY.



ROCK CREEK ROAD
 EACH 1/2 MI. WIDE
 SCALE 1" = 2000'



TYPICAL LOT SITE PLAN
 GREENLEAF TRAILS ADDITION SECTION 12
 SCALE: 1/4" = 100'

GREENLEAF TRAILS ADDITION SECTION 10 PUD
 (BK. 25 OF PLATS, PG. 116)

GREENLEAF TRAILS ADDITION SECTION 11 PUD
 (BK. 25 OF PLATS, PG. 116)

TRAILWOODS ADDITION SECTION 11
 (BK. 25 OF PLATS, PG. 85)

1/4 SECTION 18, 19N, R2W I.M.
 1/4 SECTION 18, 19N, R2W I.M.

WEST SECTION LINE

P.O.C.
 S 89°47'15" W
 100.00

NOTE:
 1. EASEMENT AREAS WILL BE LINED AND MAINTAINED BY INDEPENDENT PROPERTY OWNERS ASSOCIATION.
 2. COMMON AREA "A" IS ALSO A UTILITY AND EASEMENT.

1/4 SECTION 18, 19N, R2W I.M.
 1/4 SECTION 18, 19N, R2W I.M.

NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THIS FINAL PLAT IS FEET.

DIST. FEBRUARY 25, 2022
 SAC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 PH: (405) 521-1115
 Oklahoma CA#664 Exp. 6-30-2023

GREENLEAF TRAILS ADDITION SECTION 12
 A PLANNED UNIT DEVELOPMENT
 FINAL PLAT SHEET 2 OF 2

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2223-3

DATE:
August 26, 2022

STAFF REPORT

ITEM: Consideration of a final plat for **GREENLEAF TRAILS ADDITION SECTION 12, A PLANNED UNIT DEVELOPMENT.**

LOCATION: Generally located 1800-feet east of 12th Avenue N.W. and approximately one-half mile south of Tecumseh Road.

INFORMATION:

1. Owners. Sweetgrass Partners, LLC.
2. Developer. Sweetgrass Partners, LLC.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2 zoning classification.
2. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2 zoning classification.
3. June 7, 2007. The Norman Board of Parks Commissioners, on a vote of 5-0, recommended private park land for Greenleaf Trails Addition.
4. June 14, 2007. Planning Commission, on a vote of 6-0, recommended to City Council the amending of the NORMAN 2025 Land Use and Transportation Plan from Future Urban Service Area to Current Urban Service Area and from Very Low Density Residential to Low Density Residential Designation.
5. June 14, 2007. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in the Planned Unit Development and removed from A-2, Rural Agricultural District.
6. June 14, 2007. Planning Commission, on a vote of 6-0, recommended to City Council the preliminary plat for Greenleaf Trails Addition, a Planned Unit Development, be approved.

HISTORY, (CON'T):

7. August 28, 2007. City Council amended the NORMAN 2025 Land Use and Transportation Plan to designate this property Current Urban Service Area and Low Density Residential.
8. August 28, 2007. City Council adopted Ordinance No. O-0607-50 placing this property in the Planned Unit Development and removing it from A-2, Rural Agricultural District.
9. August 28, 2007. City Council approved the preliminary plat for Greenleaf Trails Addition, a Planned Unit Development.
10. January 8, 2009. Planning Commission, on a vote of 8-0, recommended to City Council amending the existing PUD, Planned Unit Development so as to add a church site within the preliminary plat.
11. January 8, 2009. Planning Commission, on a vote of 8-0, recommended to City Council the revised preliminary plat for Greenleaf Trails Addition, a Planned Unit Development, be approved.
12. February 24, 2009. City Council adopted Ordinance No. O-0809-32 amending the Planned Unit Development so as to include a church site within the preliminary plat.
13. February 24, 2009. City Council approved the revised preliminary plat for Greenleaf Trails Addition, a Planned Unit Development.
14. January 11, 2017. The City Development Committee reapproved the preliminary plat for Greenleaf Trails 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 Norman Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.
4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Storm sewers will be constructed to drain streets and lots. Privately maintained detention facilities are existing for the conveyance of storm water.

IMPROVEMENT PROGRAM (CON'T):

6. Streets. Streets will be constructed in accordance with approved construction plans and to City paving standards.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. Street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final site development plan/final plat are attached.

DEVELOPMENT COMMITTEE COMMENTS: The engineer for the developer has requested the Development Committee review and approve the program of public improvements and review and approve the final site development plan/final plat for Greenleaf Trails Addition Section 12, a Planned Unit Development and submit them to City Council for consideration.

This property consists of 10.98 acres and fifty-eight (58) single-family residential lots. With the previous platting of Sections 1 through 11 and Springs at Greenleaf Trails Sections 1 and 2, there are 485 single-family residential lots filed of record. This will complete the residential component of the property with commercial designation located at the southeast corner of the intersection of 12th Avenue N.W. and Tecumseh Road. There is a large amount of open space property and private park land that will be utilized by the property owners. All of the designated private park is existing.

Traffic Impact fee will be \$13,470.18. This fee will be paid prior to filing the final plat.

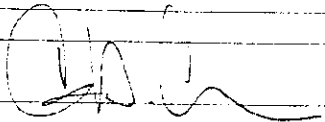
The final plat is consistent with the preliminary plat.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 1/21/2022

Part I: To be Completed by Applicant:

1. Applicant(s):
Sweetgrass Partners, LLC

- Signature of Applicant(s):
Christopher D. Anderson, PE (as agent for applicant) 

- Telephone Number and Address:
SMC Consulting Engineers, PC
815 W. Main Street
Oklahoma City, OK 73106 405.232.7715

2. Project Name and Legal Description:
Greenleaf Trails Addition Section 12

3. Action Request of Development Committee:
Request Development Committee approve the program of public improvements,
final plat and final site development plan and submit the final plat to City Council for consideration.

Part II: To Be Completed by Development Committee:


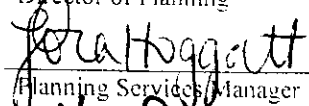

Development Committee Met on: August 26, 2022

Development Committee Findings:

The engineer for the developer has requested the Development Committee approve the program of public improvements and final site development plan/final plat and submit to City Council for consideration. The public improvements consist of water with fire hydrants, sanitary sewer, drainage, street paving and sidewalks.

Development Committee Recommendations:

Recommend City Council consider the final site development plan/final plat.

		Record of Acceptance:			
		Yes	No	Yes	No
<u>Director of Public Works</u>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Director of Utilities</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>City Engineer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

File Attachments for Item:

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FOR HAMES ADDITION, A REPLAT OF LOT 1, BLOCK 1. (LOCATED AT 910 NORTH LAHOMA AVENUE.)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O’Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A SITE PLAN AND FINAL PLAT FOR HAMES ADDITION, A REPLAT OF LOT 1, BLOCK 1. (LOCATED AT 910 NORTH LAHOMA AVENUE.)

BACKGROUND:

This item is a site plan and final plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition. located at 910 North Lahoma Avenue. The property consists of 1.091 acres on one (1) lot with two warehouses and one office.

City Council, at its meeting of October 27, 1998, adopted Ordinance No. O-9899-14 placing a portion of this property in the I-1, Light Industrial District and City Council at its meeting of August 10, 2010, adopted Ordinance No. ZO-0910-4 placing the remainder of the property in the I-1, Light Industrial District. City Council approved the preliminary plat for Hames Addition at its meeting of January 12, 2021.

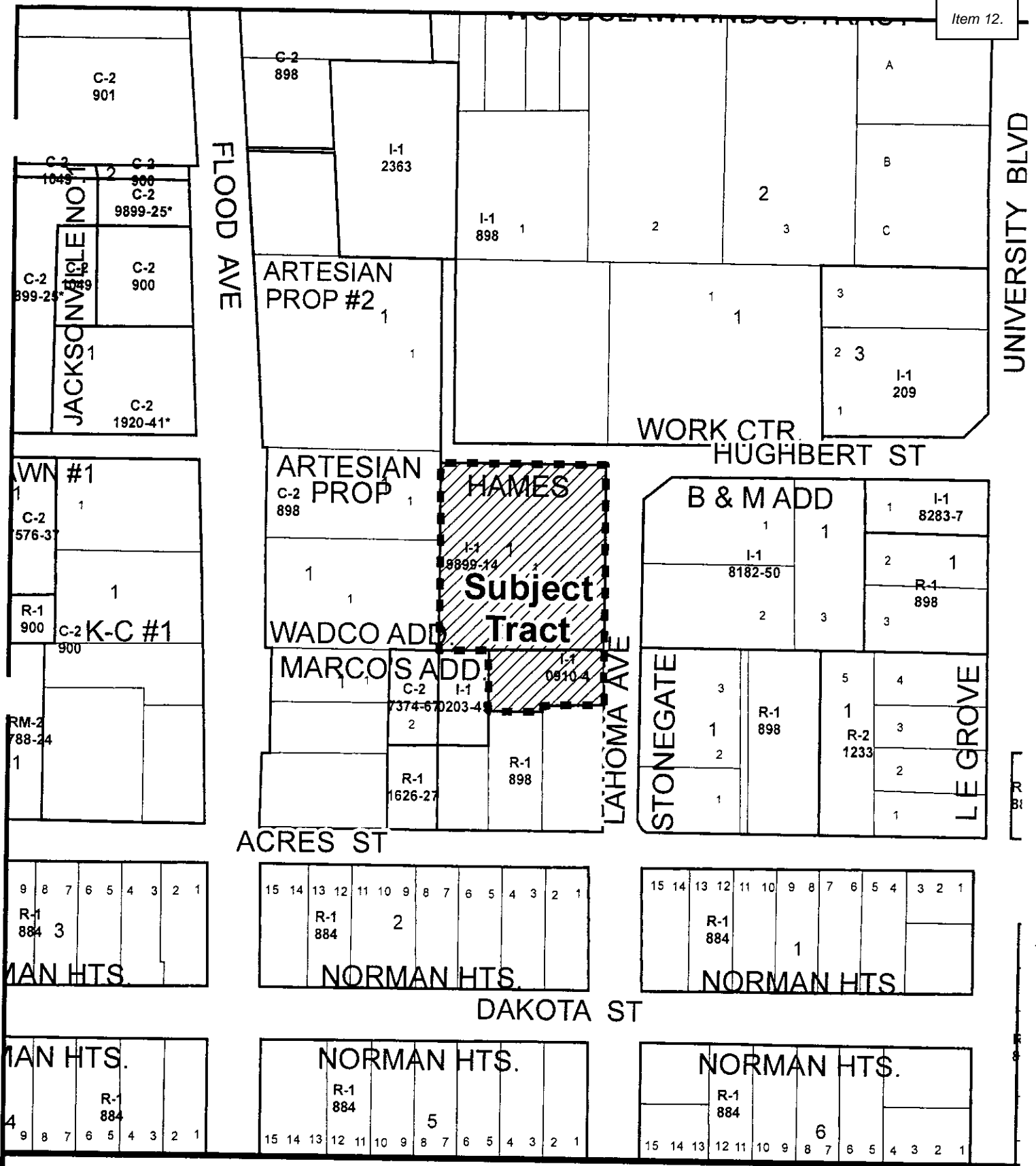
The Norman Development Committee, on August 26, 2022, approved the site plan and final plat and recommended the site plan and final plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition be submitted to City Council for consideration.

DISCUSSION:

Improvements are existing. Stormwater runoff will be conveyed to privately maintained detention facilities.

STAFF RECOMMENDATION:

The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the site plan and final plat and filing of the final plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition.

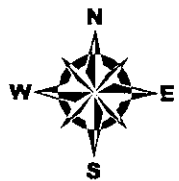


Location Map

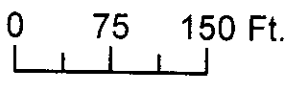
MapGIS 10 Map Template (8.5x11) 10/6/2020 10:00:00 AM





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 6, 2020



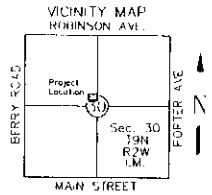
 Subject Tract

 Zoning



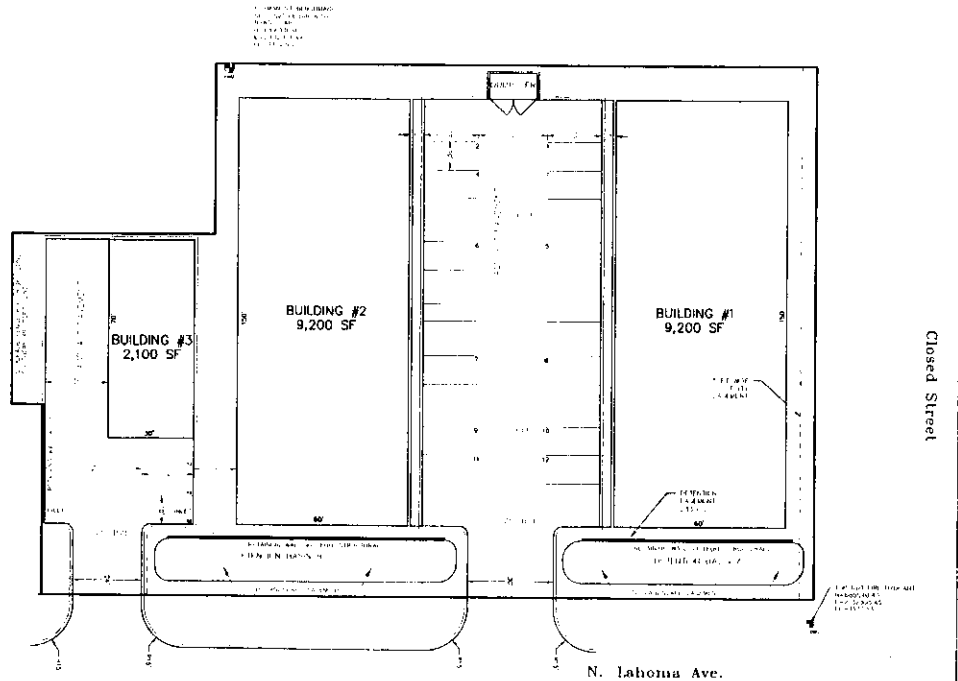
SITE PLAN HAMES ADDITION A REPLAT OF HAMES ADDITION

THE ADDITION BEING A PART OF THE SE/4, NW/4 SEC. 30 T9N, R2W, 14M
NORMAN, CLEVELAND COUNTY, OKLAHOMA.



LEGEND

- PROPERTY ADDRESS**
- OWNER/APPLICANT**
- ENGINEER**
- SURVEYOR**



MAP REFERENCES

1. BOUNDARY AND LOCATION RECORD FOR BERRY RD. A CORNER BY MEASURE, CLEVELAND COUNTY, OKLAHOMA, 1988.
2. W. HUGHBERT ST. MEASURED IN 1988 BY MEASURE, CLEVELAND COUNTY, OKLAHOMA, 1988.
3. N. LAHOMA AVE. MEASURED IN 1988 BY MEASURE, CLEVELAND COUNTY, OKLAHOMA, 1988.
4. THE MEASURED DATA FOR THE HAMES ADDITION WAS OBTAINED FROM THE RECORDS OF THE CLEVELAND COUNTY SURVEYOR.
5. THIS SURVEY WAS PREPARED BY THE ENGINEER AND SURVEYOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OKLAHOMA SURVEYING ACT.



**NSE ENGINEERING
CONSULTANTS, PLLC**

1000 WEST GARDEN STREET
SUITE 100
NORMAN, OKLAHOMA 73069
TEL: 405.894.2271
WWW.NSECONSULTANTS.COM

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2223-4

DATE:
August 26, 2022

STAFF REPORT

ITEM: Consideration of a Final Plat for HAMES ADDITION (a Replat of Lot 1, Block 1, Hames Addition).

LOCATION: Located at 910 North Lahoma.

INFORMATION:

1. Owners. David and Kelly Hames.
2. Developer. David and Kelly Hames.
3. Engineer. Tahir Nasir

HISTORY:

1. February 14, 1984. City Council adopted Ordinance No. 898 annexing and placing this property in R-1, Single-Family Dwelling District.
2. April 13, 1995. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in O-1, Office Institutional District and removed from R-1, Single-Family Dwelling District.
3. April 13, 1995. Planning Commission, on a vote of 8-0, approved the preliminary plat for Lahoma Addition.
4. June 13, 1995. City Council adopted Ordinance No. 0-9495-46 placing a portion of this property in O-1, Office Institutional District and removing it from R-1, Single-Family Dwelling District.
5. June 11, 1998. Planning Commission, on a vote of 9-0, recommended to City Council amending the NORMAN 2020 Land Use and Transportation Plan from Office Designation to Industrial Designation on a portion of this property.
6. July 28, 1998. City Council adopted Resolution No. R-9798-107 amending Norman 2020 Land Use and Transportation Plan from Office Designation to Industrial Designation on a portion of this property.
7. September 10, 1998. 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 O-1, Office Institutional District.

8. September 10, 1998. Planning Commission, on a vote of 9-0, approved the preliminary plat for Thayer Addition.
9. October 8, 1998. Planning Commission, on a vote of 9-0, recommended to City Council that the final plat for Thayer Addition be approved, subject to City Council's adoption of Ordinance No. O-9899-14.
10. October 27, 1998. City Council adopted Ordinance No. O-9899-14 placing a portion of this property in I-1, Light Industrial District and removing it from O-1, Office Institutional District.
11. November 24, 1998. City Council approved the final plat for Thayer Addition.
12. September 10, 2003. The approval of the preliminary plat for Thayer Addition became null and void.
13. January 8, 2009. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Hames Addition be approved.
14. March 31, 2009. City Council approved the preliminary plat for Hames Addition.
15. April 9, 2009. Planning Commission, on a vote of 7-0, approved the final plat for Hames Addition.
16. May 26, 2009. City Council approved the final plat for Hames Addition.
17. August 6, 2009. The final plat for Hames Addition was filed of record with the Cleveland County Clerk.
18. June 10, 2010. Planning Commission, on a vote of 6-0, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from R-1, Single-Family Residential District.
19. June 10, 2010. Planning Commission, on a vote of 6-0, recommended to City Council approval of the preliminary plat for Hames Addition.
20. August 10, 2010. City Council adopted Ordinance No. ZO-0910-4 placing a portion of this property in I-1, Light Industrial District and removing it from R-1, Single-Family Dwelling District.
21. August 10, 2010. City Council approved the preliminary plat for Hames Addition.
22. August 10, 2013. Approval of the preliminary plat for Hames Addition became null and void.

23. January 9, 2014. Planning Commission, on a vote of 8-0, recommended to City Council the preliminary plat for Hames Addition, a Replat of Lot 1, Block 1 Hames Addition.
24. February 25, 2014. City Council approved the preliminary plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition.
25. February 25, 2019. Approval of the preliminary plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition became null and void.
26. November 12, 2020. Planning Commission, on a vote of 7-0, recommended to City Council the preliminary plat for Hames Addition, a Replat of Lot 1, Block 1, be approved.
27. January 12, 2021. City Council approved the preliminary plat for Hames Addition, a Replat of Lot 1, Block 1, Hames Addition.

IMPROVEMENT PROGRAM:

1. Drainage. A privately maintained detention pond will be utilized to control stormwater runoff.
2. Sanitary Sewer. Sanitary sewer mains are existing.
3. Sidewalks. Sidewalks are not required in industrial zoned property unless the street is classified as a principal arterial.
4. Street. Lahoma Avenue is existing.
5. Water. Water mains are existing.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat, site plan and final plat are attached.

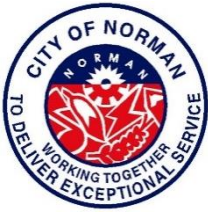
STAFF COMMENTS AND RECOMMENDATION: The engineer for the developer has requested the City Development Committee approve the program of public improvements, site plan and final plat and submit the site plan and final plat to the City Council for consideration.

The owner has purchased additional property and desires to combine the property that has been previously platted. The property consists of 1.09 acres. The proposal is to construct two (2) industrial buildings within the large area and on the southern portion construct an office building on one lot.

The final plat is consistent with the approved preliminary plat.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-1011-154: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM TO PROVIDE CERTAIN HEALTH CARE SERVICES FOR WORKERS INJURED ON THE JOB AND INCLUDE THE SERVICES OF ORTHO CENTRAL.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Clint Mercer, Chief Accountant

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-1011-154; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM TO PROVIDE CERTAIN HEALTH CARE SERVICES FOR WORKERS INJURED ON THE JOB AND INCLUDE THE SERVICES OF ORTHO CENTRAL.

BACKGROUND:

The City of Norman is responsible under Oklahoma Workers Compensation Statutes (the Statute) to provide medical treatment to employees who incur accidental injuries arising out of and in the course of employment. Historically, the City has used the services of Norman Regional Health Systems (NRH) for initial treatment of on-the-job (OJI) injuries as well as diagnostic testing and peripheral services such as physical therapy. The Statute establishes a reasonable and customary fee for such services unless a lesser amount can be negotiated and agreed upon by specific parties.

On March 22, 2011, the City entered into an agreement with NRH to provide certain medical services at a cost of ten percent (10%) less than the rate set for those services by the Workers Compensation Statute.

DISCUSSION:

On June 13, 2022, the City sent out a Request for Proposal (RFP) for orthopedic medical services for injured employees. These services were to be non-exclusive in nature. The City received one response from Ortho Central who is a part of the Norman Regional Health Systems. The previous contract (K-1011-154) signed with NRH did not include Ortho Central and NRH acquired Ortho Central after the contract was signed. This agenda item is to amend contract K-1011-154 to include Ortho Central so that the discount can be utilized for their services.

RECOMMENDATION:

It is recommended that the City Council approve amendment #1 to contract K-1011-154 to include the services of Ortho Central.



August 15, 2022

Mr. Clint Mercer
The City of Norman
201 W. Gray Street
Norman, OK 73069

Via Hand Delivery

Dear Mr. Mercer,

Please accept this as formal notification to replace Exhibit B of the Provider Services Agreement between Norman Regional Health System and The City of Norman effective April 1, 2011 with the enclosed updated current Exhibit B. Norman Regional has enjoyed our partnership with The City of Norman's workers compensation plan and looks forward to continuing.

Let me know if you have any questions. I can be reached at mcarter@nrh-ok.com or 405.515.1066.

Sincerely,

A handwritten signature in black ink, appearing to read "Meegan M. Carter". The signature is fluid and cursive, with a large loop at the bottom.

Meegan M. Carter
Vice President, Population Health & Wellness

EXHIBIT B	
NRHS Entities as of August 2022	
Physical Address	Billing Address
<p>Hospitals</p> <p>Norman Regional 901 N. Porter Ave Norman, OK 73071 405/307-1000 405/307-1076 Fax</p> <p>Norman Regional HealthPlex 3300 HealthPlex Pkwy Norman, OK 73072 405/515-1000 405/515-1173 Fax</p> <p>Norman Regional Moore 700 S. Telephone Rd Moore, OK 73160 405/793-9355 405/307-1076 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1700882578 ED Physician NPI: 1912563727</p>
<p>Inpatient Rehabilitation</p> <p>Norman Regional Rehabilitation Center 901 N. Porter Ave Norman, OK 73071 405/307-1717 405/307-3842 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1720055627</p>
<p>Inpatient Psychiatric</p> <p>Norman Regional Behavioral Medicine 901 N. Porter Ave Norman, OK 73071 405/307-5555 405/307-5004 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1265409163</p>
<p>Ambulatory Surgery Center - Endoscopy</p> <p>West Norman Endoscopy 3101 W Tecumseh Rd Ste 100 Norman, OK 73072 405-515-5900 405-515-2780- Fax</p> <p>Medical Plaza Endoscopy 1125 N Porter Ave Ste 304 Norman, OK 73071 405-515-2799 405-515-2780 – Fax</p>	<p>Norman Regional Hospital Authority PO Box 268914 Oklahoma City, OK 73126 405-307-1300 405-307-1304- Fax TIN: 73-6048282 NPI: 1508419474</p> <p>Norman Regional Hospital Authority PO Box 268964 Oklahoma City, OK 73126 405-307-1300 405-307-1304- Fax TIN: 73-6048282 NPI: 1972156842</p>

<p>Ambulatory Surgery Center - Orthopedic Ortho Central Surgery Center 3400 W Tecumseh Rd Ste 301 Norman, Ok 73072 405-801-4200 405-310-3898- Fax</p>	<p>Norman Regional Hospital Authority PO Box 26141 Oklahoma City, Ok 73126 405-801-4200 405-310-3898- Fax TIN: 84-3880872 NPI: 1508404922</p>
<p>Offsite Outpatient Services Norman Regional PET/CT Center 701 E. Robinson St, Suite 102 Norman, OK 73071 405/928-2900 405/928-2901 Fax</p> <p>Norman Regional Oklahoma Wound Center 3500 HealthPlex Pkwy, Suite 102 Norman OK 73072 405/307-6955 405/307-6957 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1700882578</p>
<p>Offsite Outpatient Services Norman Regional Moore Physical Therapy 700 S. Telephone Rd Moore, OK 73160 405/912-3055 405/912-3059 Fax</p> <p>Oklahoma Sleep Associates 650 24th Ave SW, Suite 110 Norman, OK 73069 405/307-5337 405/253-4148 Fax</p> <p>Norman Regional Senior Counseling Center 700 S. Telephone Rd, Suite 301 Moore, OK 73160 405/912-3495 405/579-4710 Fax</p> <p>Norman Regional Cardiovascular Diagnostics 3500 HealthPlex Pkwy, Suite 100 Norman, OK 73072 405/307-1728 405/515-0018 Fax</p> <p>Norman Regional Cardiac Rehab 3500 HealthPlex Pkwy, Suite 101 Norman, OK 73072 405/307-1728 405/515-0018 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1700882578</p>

<p>Offsite Outpatient Services Norman Regional Breast Care Center 3440 R.C. Luttrell Dr., Suite 103 Norman, OK 73072 405/307-2600 405/307-2625 Fax</p> <p>Ortho Central Physical Therapy 3400 W Tecumseh Rd Ste 103 Norman, Ok 73072 405-515-8080 405-360-6769- Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1700882578</p> <p>Norman Regional Hospital Authority PO Box 25016 Oklahoma City, Ok 73126 405-360-6764 405-360-6769- Fax TIN: 84-3880872 NPI: 1538707930</p>
<p>Durable Medical Equipment Norman Regional Home Medical Equipment 200 Norman Center Ct Norman, OK 73072 405/307-6620 405/307-6624 Fax</p> <p>Ortho Central DME- Norman 3400 W Tecumseh Rd Ste 101 Norman, Ok 73072 405-360-6764 405-360-6769- Fax</p> <p>Ortho Central DME- Midwest City 1624 Midtown Pl., Suite A Midwest City, OK 73130 405-360-6764 405-360-6769- Fax</p>	<p>Norman Regional HME 200 Norman Center Ct Norman, OK 73072 405/307-6607 405/307-6628 Fax TIN: 73-6048282 NPI: 1750357695</p> <p>Norman Regional Hospital Authority PO Box 25016 Oklahoma City, Ok 73126 405-360-6764 405-360-6769- Fax TIN: 84-3880872 NPI: 1861030280</p> <p>Norman Regional Hospital Authority PO Box 25016 Oklahoma City, Ok 73126 405-360-6764 405-360-6769- Fax TIN: 84-3880872 NPI: 1053959478</p>
<p>Outpatient Laboratory Patient Services Center Locations Doctors Park Building 500 E. Robinson, Suite 1600 Norman, OK 73071 405/307-1149 405/307-1102 Fax</p> <p>Norman Regional Moore 700 S. Telephone Rd Moore, OK 73160 405/912-3540 405/307-1102 Fax</p> <p>Women's Healthcare Plaza 3440 R.C. Luttrell Dr., Suite 101 Norman, OK 73072 405/515-0291 405/307-1102 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-6048282 NPI: 1700882578</p>

Item 13.

<p>Norman Regional Outpatient Diagnostic Services 901 N. Porter Norman, OK 73072</p> <p>HealthPlex Hospital Outpatient Services 3300 HealthPlex Parkway Norman, OK 73072</p> <p>Robinson Medical Plaza Lab 701 E. Robinson, Suite 101 Norman, OK 73071</p> <p>Internal Medicine Lab 500 E. Robinson Street, Suite 2400 Norman, OK 73071</p> <p>West Norman Lab 3201 W Tecumseh Rd Ste 100 Norman, OK 73072</p> <p>Norman Regional Nephrology Lab 1553 N. Porter Ave Norman, OK 73071</p> <p>Waterview Medical Center Lab 2625 SW 119th St Ste A Oklahoma City, OK 73170</p>	
<p>Ambulance Services EMSSTAT 901 N. Porter Norman, OK 73071 405/307-1560 405/321-7859 Fax</p>	<p>Norman Regional Hospital Authority P.O. Box 268961 Oklahoma City, OK 73126 405/307-1300 405/307-1304 Fax TIN: 73-1482725 NPI: 1619943511</p>
<p>Norman Regional Providers - Primary Care Multiple Locations</p>	<p>TIN: 56-2644378 NPI: 1548398274</p>
<p>Norman Regional Providers - Specialty Care Multiple Locations</p>	<p>TIN: 35-7004117 NPI: 1548513773</p>
<p>NRHS Radiology Associates</p>	<p>TIN: 26-0799572 NPI: 1134316169</p>
<p>Ortho Central Clinic</p>	<p>TIN: 84-3880872 NPI: 1538707930</p>

IN WITNESS WHEREOF, the parties hereto have executed the Provider Services Agreement between Norman Regional Health System and The City of Norman effective April 1, 2011 with the enclosed updated current Exhibit B, dated August 15, 2022.

The City of Norman, Oklahoma

Norman Regional Health System

By: _____

By: _____

Name: Larry Heikkila

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

TIN: _____

ATTEST:

City Clerk

Approved by _____
City Attorney's Office on _____



Managed Care Contract Review Summary

Contracting Organization:		The City of Norman						
Contact Name and Address:		Clint Mercer, Chief Accountant 201 West Gray, Bldg C or PO Box 370 Norman OK 73070 405/217-7720 Clint.Mercer@NormanOK.gov						
Payors/Employers:		City of Norman Employees Workers Comp						
Network Products:	HMO	PPO	Medicare	Medicaid	Work Comp	Other		
					X			
Contract Type:	NRHS	NPHO	Other:		Contract Status:	New	Renewal	
	X					X		
Covered Lives:		Effective Date: April 1, 2011			Expiration Date: Mar 31, 2012 with auto renewal			
Termination Clause:		120 days without cause						
Reimbursement Terms:		Ninety percent (90%) of OK Work Comp Fee Schedule or billed charges if no fee schedule allowable						
Stoploss:								
Annual Net Revenue:								
Insurance Required (Yes, No, N/A)?		Amount: Amounts reasonably required to conduct business						
Claims Payment Timeframe:		Per Workers Comp Court rules						
Does contract include Mental Health?	Yes	No	Urgent Care?	Yes	No	DME?	Yes	No
Does contract include all other NRHS service locations?	Yes	No	Professional billing component?	Yes	No	Employed phys?	Yes	No
Service carve-outs or exclusions (i.e. lab, rad):								
Is contract exclusive?				Yes	No	N/A		
Other area contracted hospitals:								
Business Associate Agreement included?				Yes	No	N/A		
Rationale for participation/comments:		Additional decrease in exchange for discount						
CONTRACT REVIEW AND APPROVAL								
Director, Legal & Regulatory Services				<i>Shaun Parker</i>		Date:		
						3/29/11		
Vice President, Revenue Cycle				<i>[Signature]</i>		Date:		
						3/28/11		
Senior Vice President or CEO				<i>[Signature]</i>		Date:		
						3/28/11		

RETURN TO MARY THOMAS, EXECUTIVE OFFICE

PROVIDER SERVICES AGREEMENT

THIS PROVIDER SERVICES AGREEMENT ("Agreement") is made and entered into as of April 1, 2011 ("Effective Date") by and between Norman Regional Hospital Authority d/b/a Norman Regional Health System ("Provider"), and The City of Norman, Oklahoma ("Payor").

WITNESSETH:

WHEREAS, Provider is a health system that provides certain health care services and desires to provide such services to Participants at negotiated rates as set forth herein; and

WHEREAS, Payor is responsible for access to and reimbursement of health services as required by the Oklahoma Workers' Compensation Act ("Services"), for its employees ("Participants").

THEREFORE, the parties hereto, in consideration of the terms and conditions set forth herein, agree as follows:

1. **TERM.** (a) The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year, subject to the provisions contained herein. Following the initial term, this Agreement shall automatically renew for successive one (1) year terms. Notwithstanding the foregoing, either party may terminate this Agreement for any reason, with or without cause by providing written notice at least one hundred twenty (120) days in advance.

(b) Termination shall not release Provider of its obligation to complete treatment of Participants then receiving treatment.

2. **SERVICE.** Subject to the terms and conditions set forth herein, including, without limitation, Sections 4 herein, Provider agrees to render to Participants Services within their scope of care. Provider shall maintain appropriate licensure, privileging, or accreditation as applicable. Evidence of such compliance shall be submitted to Payor upon request.

3. **COMPENSATION / BILLING.** Claim filings, processing and payments shall be in accordance with the current Oklahoma Workers' Compensation Court Rules and Workers' Compensation Fee Schedule Ground Rules. Provider agrees to accept the rates shown in Exhibit A for Services provided to Participants.

4. **INSURANCE.** At its sole cost and expense, each party shall procure and maintain insurance coverage or proof of self-insurance covering each party and its employees and agents of the types and in the amounts reasonably required to conduct business.

5. **MEDICAL RECORDS.** Medical records information on Participants must be maintained and made available to Payor for the purpose of assessing quality of care, and medical necessity and appropriateness of care provided to Participants. Provider shall obtain authorization from Participants at the time of each initial visit for a course of treatment to release such records to Payor. Provider agrees to make such records available to applicable State and Federal authorities and their agents involved in assessing the quality of care or investigating member grievances or complaints; and to comply with applicable State and Federal laws related to privacy and confidentiality of medical records.

6. **INDEPENDENT CONTRACTOR.** In the performance of the work, duties, and obligations of the parties pursuant to this Agreement, the parties shall at all times be acting as independent contractors. No relationship of employer/employee, principal/agent, partnership, or joint venture is created by this Agreement.

7. **ASSIGNMENT.** The parties shall not assign or transfer their respective rights or obligations under this Agreement except with the other party's prior written consent, provided however, Payor may assign its rights and obligations under this Agreement to a third party administrator without Provider's prior written consent. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their successors and permitted assigns.

8. **THIRD PARTY RIGHTS.** Provider and Payor reserve the right to amend or terminate this Agreement without notice to, or consent of, any Participants. This Agreement is not a third party member contract and shall not in any respect whatsoever create any rights on behalf of any Participants.

9. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement, together with all attachments that are attached hereto and made a part hereof, constitutes the entire understanding of the parties to this Agreement. This Agreement may not be amended except by a written agreement executed by the parties.

10. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

11. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

12. **WAIVER.** The waiver by any party of any breach by the other of any of the provisions or a waiver of any subsequent breach of the same or of a different provision of this Agreement shall not be construed as a waiver of breach.

13. **CONFIDENTIALITY.** Payor and Provider shall comply with all relevant State and Federal laws regarding the privacy and confidentiality of the Participants' medical records, this agreement, or any other proprietary information.

14. **NON-DISCRIMINATION.** Provider will not discriminate against any member on the basis of participation in a managed care plan, source of payment, age, sex, race, color, religion, origin, health status, handicap or otherwise in providing health services under this agreement.

15. **NOTICE.** All notices under this Agreement will be in writing and mailed by certified mail with receipt to the following addresses:

For Payor:

For PROVIDER:
Norman Regional Health System
Meegan Carter
Vice President, Revenue Cycle
901 N. Porter
Norman, OK 73071

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

The City of Norman, Oklahoma

Norman Regional Health System

By: Cindy S Rosenthal

By: David D. Whitaker

Name: Cindy Rosenthal

Name: David D. Whitaker

Title: Mayor

Title: President / CEO

Date: March 22, 2011

Date: March 28, 2011

TIN: 73-6048282

ATTEST:

Brenda Hall
City Clerk

APPROVED BY OFF OF NORMAN LEGAL DEPARTMENT
BY R. [Signature] DATE 3/22/11



EXHIBIT A
Reimbursement Schedule

Hospital and physician services will be paid at ninety percent (90%) of current Oklahoma Workers' Compensation Court's Schedule of Medical Fees.

Individual CPT codes billed that are not included in the Oklahoma Workers' Compensation Schedule of Medical Fees will be paid at ninety percent (90%) of charges.

EXHIBIT B
NRHS Affiliated Entities

Physical Address	Billing Address	
Norman Regional Hospital	Norman Regional Hospital Authority	
901 N. Porter	P.O. Box 268961	
Norman, OK 73071	Oklahoma City, OK 73126	
405/307-1000	405/307-1300	
405/307-1076 Fax	405/307-1304 Fax	
	TIN: 73-6048282	
	NPI: 1700882578	
Moore Medical Center	Norman Regional Hospital Authority	
700 S. Telephone Road	P.O. Box 268961	
Moore, OK 73160	Oklahoma City, OK 73126	
405/793-9355	405/307-1300	
405/912-3531 Fax	405/307-1304 Fax	
	TIN: 73-6048282	
	NPI: 1700882578	
HealthPlex	Norman Regional Hospital Authority	
3300 HealthPlex Parkway	P.O. Box 268961	
Norman, OK 73072	Oklahoma City, OK 73126	
405/515-1000	405/307-1300	
405/	405/307-1304 Fax	
	TIN: 73-6048282	
	NPI: 1700882578	
Norman Regional Hospital Rehabilitation Center	Norman Regional Hospital Authority	
901 N. Porter	P.O. Box 268961	
Norman, OK 73071	Oklahoma City, OK 73126	
405/307-1717	405/307-1300	
405/307-3842 Fax	405/307-1304 Fax	
	TIN: 73-6048282	
	NPI: 1720055627	

Physical Address	Billing Address	
Apple Medical	Apple Medical	
700 S. Air Depot	718 North Porter, Suite 100	
Midwest City, OK 73110	Norman, OK 73071-6487	
405/732-2291	405/307-6607	
405/732-2140 Fax	405/307-6628 Fax	
	TIN: 73-6048282	
	NPI: 1629044714	
Norman Regional HME	Norman Regional HME	
718 N. Porter, Suite 100	718 N. Porter, Suite 100	
Norman, OK 73071	Norman, OK 73071-6487	
405/307-6620	405/307-6607	
405/307-6624 Fax	405/307-6628 Fax	
	TIN: 73-6048282	
	NPI: 1750357695	
Inspirations (Outpatient Behavioral Health)	Norman Regional Hospital Authority	
900 N. Porter, Suite 209	P.O. Box 268961	
Norman, OK 73071	Oklahoma City, OK 73126	
405/579-4700	405/307-1300	
405/579-4710 Fax	405/307-1304 Fax	
	TIN: 73-6048282	
	NPI: 1700882578	
Sleep Laboratory Location	Norman Regional Hospital Authority	
Oklahoma Sleep Associates	P.O. Box 268961	
650 24th Avenue S.W.	Oklahoma City, OK 73126	
Norman, OK 73071	405/307-1300	
405/307-5337	405/307-1304 Fax	
405/253-4148 Fax	TIN: 73-6048282	
	NPI: 1700882578	

Physical Address	Billing Address	
Laboratory Locations		
Norman Regional Outpatient Diagnostics	Norman Regional Hospital Authority	
901 N. Porter	P.O. Box 268961	
Norman, OK 73071	Oklahoma City, OK 73126	
405/307-1111	405/307-1300	
405/307-1102 Fax	405/307-1304 Fax	
	TIN: 73-6048282	
Robinson Medical Plaza	NPI: 1700882578	
701 E. Robinson, Suite 103		
Norman, OK 73071		
405/360-3680		
405/307-1102 Fax		
Norman Regional HealthPlex		
3400 W. Tecumseh Rd., Suite 101		
Norman, OK 73072		
405/307-6966		
405/307-1102 Fax		
Doctors Park Office Building		
500 E. Robinson, Suite 1600		
Norman, OK 73071		
405/307-1149		
405/307-1102 Fax		
Findlay Avenue Medical and Wellness Center		
809 N. Findlay Avenue		
Norman, OK 73071		
405/307-3754		
405/307-1102 Fax		
Norman Regional Lab Service		
2149 SW 59th, Suite 103		
Oklahoma City, OK 73119		
405/307-5760		
405/307-1102 Fax		

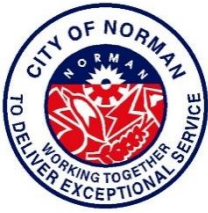
Physical Address	Billing Address	Physicians
Moore Medical Center Physician Associates	Moore Medical Center Physician Associates	Betty Harmon, MD
700 S Telephone Rd	PO Box 248811	NPI# 1124017934
Moore OK 73160	Oklahoma City, OK 73126-9065	Reba A Beard, MD
405/793-9355	405/307-6639	NPI # 1982665956
405/912-3191 Fax	405/307-6660 Fax	Misty Hsieh, MD
TIN: 56-2644378		NPI# 1548204902
NPI# 1548398274	Credentialing Address/Phone	Audra Cook, MD
	PO Box 1330	NPI# 1326074113
	Norman, OK 73070-1330	Wesley D Hinz, MD
	Phone: (405) 307-6661	NPI# 1376611335
		Johnny O Johnson, DO
		NPI# 1538234554
NRHS Radiology Associates	NRHS Radiology Associates	Gautam Dehadrai, MD
901 N Porter Ave	PO Box 269065	NPI# 1982653424
Norman OK 73071	OKC OK 73126-9065	Merl Evan Kardokus, MD
405/307-1000	405/272-9644 EmPhysis Medical Management	NPI # 1902897200
405/307-1173 Fax	405/272-0361 Fax	Barbara J Landaal, MD
TIN: 26-0799572		NPI# 1932190246
NPI# 1134316169	Credentialing Address/Phone	Chadwick L Webber, MD
	PO Box 1330	NPI# 1962493270
	Norman, OK 73070-1330	Richard J Wedel, MD
	Phone: (405) 307-6661	NPI # 1710978002
		Lance Garber, MD
		NPI # 1750576732
		Sanjay K. Narotam, MD
		NPI# 1306966007
NRHS Intensivist Physicians	NRHS Intensivist Physicians	Mark A Camp, MD
901 N Porter Ave	PO Box 721656	NPI# 1568568103
Norman OK 73071	Norman OK 73070	Aaron L Boyd, MD
405/307-1000	405/292-5500	NPI# 1023114675
405/307-1173 Fax	405/292-5505 Fax	Rebecca A Eagle, MD
TIN: 26-1774739		NPI# 1326144965
NPI# 1508033077		Roy C Mullins, M.D.
		NPI# 1487632519
		Amy Bacchus, MD
		NPI# 1285634154
Norman Neuroscience Physicians	Norman Neuroscience Physicians	Michael L. Merkey, MD
724 24th Ave. NW, Ste 220	PO Box 1330	NPI# 1568555886
Norman OK 73069	Norman OK 73070	Matthew M Ryan, MD
405/307-5700	405/307-6639	NPI# 1003951500
405/307-5704	405/307-6660 Fax	
TIN: 26-3023049		
NPI# 1174788251		

Physical Address	Billing Address	Physicians
Norman Palliative Care Physicians 901 N. Porter (PO Box 1330, Norman, 73070) Norman, OK 73071 405/307-1000 405/307-6660 Fax TIN: 27-2545267 NPI # 1588982680	Norman Palliative Care Physicians PO Box 268902 Oklahoma City, OK 73126-8902 405/307-6639 405-307-8660 Fax	Maril R. Weber, MD NPI# 1528000411
NRHS Physician Office Network 901 N. Porter, Norman 73071 405/307-1000 405/307-6660 Fax (Physician interpretations-1500s) 700 S. Telephone Rd, Moore 73160 405/793-9355 405/307-6660 Fax (Otisi-West-hospitalist & Interpretations-1500s) 3300 HealthPlex Parkway, Norman 73072 405/307-1000 405/307-6660 Fax (Interps and Otisi-West occasionally) 825 E. Robinson, Norman 73071 (Dr. Malik) 405/364-7900 405-366-6214 Fax TIN: 27-2800173 NPI# 1780904953	NRHS Physician Office Network PO Box 269063 Oklahoma City, OK 73126-9063 405/307-6639 405/307-6660 Fax	Lillian C. Otisi-West, MD NPI# 1457557936 Sanober Malik, MD NPI# 1891835708
Norman Heart and Vascular Associates LLC TIN: 27-2850241 NPI# 1578884268 Dr. Gautam & Dr. Hays 900 N. Porter, Suite 203 Norman, OK 73071-6424 405/360-3089 405/360-6765 Fax Dr. Salim 900 N. Porter, Suite 100B Norman, OK 73071-6424 405/360-3089 405/360-6765 Fax Dr. Crook, Dr. Sellers, & Dr. Ayers 3400 W. Tecumseh Road, Suite 300 Norman, OK 73072-1812 405/515-2222 405/515-2249 Fax Dr. Ayers 405/515-2250 Fax Dr. Crook 405/515-2251 Fax Dr. Sellers	Norman Heart and Vascular Associates LLC PO Box 268942 Oklahoma City, OK 73126-8942 405/307-6639 405/307-6660	Archana Gautam, MD NPI# 1023158482 Katherine Hays, MD NPI # 1063432821 Muhammad Salim, MD NPI # 1407897259 Laura L. Velez, CNS (Dr. Salim) NPI # 1215076781 Jeffrey A. Crook, MD NPI # 1730180324 Kristen N. Sweet, ARNP (Dr. Crook) NPI # 1407093313 Michael D. Sellers, MD NPI # 1376535047 Angela K. Matthews, ARNP (Dr. Sell NPI # 1154313039 Norman Paul Ayers, MD NPI # 1265426498 Michael Villano, MD NPI # 1790752491

Physical Address	Billing Address	Physicians
Norman Heart and Vascular Associates, cont.		
Dr. Villano		
900 N. Porter, Suite 106		
Norman, OK 73071-6426		
405/701-3474		
405/701-3968 Fax		

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-108: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MATTHEWS TRENCHING COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$121,881.37 FOR A REVISED CONTRACT AMOUNT OF \$1,058,368.63 AND ADDING 60 CALENDAR DAYS FOR THE 12TH AVENUE N.E., MANHOLE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$11,770.49.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/13/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-108: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MATTHEWS TRENCHING COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$121,881.37 FOR A REVISED CONTRACT AMOUNT OF \$1,058,368.63 AND ADDING 60 CALENDAR DAYS FOR THE 12TH AVENUE N.E., MANHOLE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$11,770.49.

BACKGROUND:

The Norman Utilities Authority (NUA) has completed this project, 12th Avenue NE Manhole Replacements, which replaced 31 manholes, eliminated 2 manholes, and coated two other manholes that are on the 24-inch sewer line that receives the discharge from Lift Station D. Lift Station D is located on the north side of the City and receives sewer flows from the Little River sewershed. Flows are screened at Lift Station D and then pumped over the ridge to the 24-inch line. Due to the time for flows to reach the 24-inch line, hydrogen sulfide concentrations have time to increase, which had severely degraded the existing concrete manholes. This project removed the degraded manholes and installed new, corrosion-resistant manholes, which are necessary for maintenance operations and are required pursuant to Oklahoma Department of Environmental Quality regulations.

Construction contract, K-2021-108, for replacement of the manholes generally along 12th Avenue NE was awarded to Matthews Trenching Co., Inc., by the NUA on May 11, 2021 in the amount of \$1,180,250.00.

DISCUSSION:

The proposed final Change Order No. 1 includes five items:

1. Bid quantities will be reconciled to match final as-built quantities;
2. New pay item to allow for coating of manholes that were newer and could be rehabilitated and not replaced;

3. Field modification of Manhole 213046;
4. Temporary utility work necessary to repair and temporarily abandon/reroute existing utilities;
5. Additional contract time needed due to material availability issues.

As shown in the change order, the overall project cost will decrease by a total of \$121,881.37 or approximately 10.33% below the original contract amount. Approval of Change Order No. 1, final acceptance of the project, and final payment are recommended by the Engineer.

RECOMMENDATION:

Staff recommends the NUA approve Change Order No.1; accept 12th Avenue Manhole Replacements Project (Project WW0330); and authorize final payment in the amount of \$11,770.49 to Matthews Trenching Co, Inc.

**NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA**

DATE: August 22, 2022
 CHANGE ORDER NO.: One (1) - Final
 CONTRACT NO.: K-2021-108
 PROJECT: 12th Avenue NE Manhole Replacement Project
 CONTRACTOR: Matthews Trenching Co., Inc.
PO Box 15479
Oklahoma City, OK 73155

	<u>Contract Time</u>		<u>Contract Amount</u>
ORIGINAL:	190	calendar days	\$1,180,250.00
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00
THIS CHANGE ORDER:	60	calendar days	-\$121,881.37
REVISED AMOUNT:	250	calendar days	\$1,058,368.63
ORIGINAL START DATE:	December 1, 2021		
ORIGINAL COMPLETION DATE:	June 9, 2022		
PREVIOUS COMPLETION DATE:	June 9, 2022		
NEW COMPLETION DATE:	August 8, 2022		

DESCRIPTION:	\$ Increase / Decrease
1. Modify existing pay items to match field conditions.	-155,437.50
2. New pay item to allow for coating of two newer manholes.	7,797.00
3. Field modification of Manhole 213046	4,025.00
4. Temporary utility work due to unknown existing utilities	21,734.13
5. Increase contract time by 60 calendar days due to material availability impacts.	0.00

SUBMITTED BY CONTRACTOR:  Date: 8-22-2022
 Matthew Trenching Co., Inc.

RECOMMENDED BY ENGINEER: _____ Date: _____
 Nathan Madenwald, P.E., Capital Projects Engineer

REVIEWED AS TO FORM AND LEGALITY: _____ Date: _____
 Heather Poole, Assistant City Attorney II

ACCEPTED BY NORMAN UTILITIES AUTHORITY: _____ Date: _____
 Larry Heikkila, Chairman/Mayor

Bid Item	Description	Units	Original Contract		Original Contract Amount	Proposed Quantity Increase/ Decrease	Cost Increase / Decrease	Percent Change
			Amount	Unit Price				
1	5-Foot Diameter Manhole (0' – 6' Depth)	EA	36	\$ 23,750.00	\$ 855,000.00	-5	-\$118,750.00	-14%
2	Additional Depth – 5-Foot Diameter Manhole	VF	155	\$ 1,000.00	\$ 155,000.00	-37	-\$37,000.00	-24%
3	Remove and Replace Pavement	SY	100	\$ 220.00	\$ 22,000.00	-6	-\$1,320.00	-6%
4	Remove and Replace Curb and Gutter	LF	50	\$ 95.00	\$ 4,750.00	58.5	\$5,557.50	117%
5	Remove and Replace Sidewalk	SY	100	\$ 155.00	\$ 15,500.00	265	\$41,075.00	265%
6	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$0.00	0%
7	Mobilization (Not to Exceed 5% of Bid)	LS	1	\$ 48,000.00	\$ 48,000.00	0	\$0.00	0%
8	Manhole Removal Only	EA	5	\$ 15,000.00	\$ 75,000.00	-3	-\$45,000.00	-60%
SUBTOTAL					\$ 1,180,250.00		-\$155,437.50	-13%

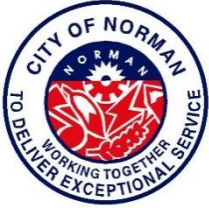
CHANGE ORDER PAY ITEMS

Manhole Coating for 2 Manholes within the Food and Shelter Complex - 100% Solids								
CO1-1	Epoxy	LS	0	\$ 7,797.00	\$0.00	1	\$ 7,797.00	N/A
CO1-2	Modificaiton of Manhole 213046 to Match Revised Field Conditions	LS	0	\$ 4,025.00	\$0.00	1	\$ 4,025.00	N/A
CO1-3	Relocation of Water Lines to Facilitate Installation of Manholes 213044, 213046, and 213065	LS	0	\$ 21,734.13	\$0.00	1	\$ 21,734.13	N/A
SUBTOTAL					\$0.00		\$ 33,556.13	2.84%

Original Contract Amount	\$ 1,180,250.00	
Change Order No. 1	\$ (121,881.37)	-10.33%
Final Contract Amount	\$ 1,058,368.63	

File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO ONE TO CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$97,432.50 FOR A REVISED CONTRACT AMOUNT OF \$1,301,251.50 ADDING 11 LOCATIONS OF CONCRETE PAVEMENT FAILURE FOR PERMANENT REPAIR AND ADDING 45 DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2,.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO ONE TO CONTRACT K-2223-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$97,432.50 FOR A REVISED CONTRACT AMOUNT OF \$1,301,251.50 ADDING 11 LOCATIONS OF CONCRETE PAVEMENT FAILURE FOR PERMANENT REPAIR AND ADDING 45 DAYS TO THE CONTRACT FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2023 LOCATIONS, BID 2,.

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 2023 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 will be completed as necessary. The project covers 4.3 miles of city streets.

The project was publicly advertised on June 2, 2022 and June 9, 2022. Four contractors attended a pre-bid conference on June 9, 2022. Six bids were submitted and opened on June 23, 2022.

The low bid was submitted by Nash Construction Company of Oklahoma City in the amount of \$1,203,819, which was \$136,396.43, or 10.2% less than the engineer's estimate. City Council approved contract K-2223-2 with Nash Construction Company on July 26, 2022.

DISCUSSION:

The City of Norman Streets Division is responsible for the repair and maintenance of over 750 centerline miles of roadway. Historically, during the summer months, staff will respond to any number of concrete failures and address a permanent repair within a reasonable timeframe utilizing existing contracts or in-house crews when available. Since June of 2022, staff has been

inundated with concrete pavement failure due to extreme high heat and has only been able to provide temporary repair of the 11 locations as identified on the attached map allowing sections of roadway to be reopened to traffic quickly and safely to allow for planning of permanent repair. In order to expedite permanent repair of these failed locations, staff is seeking City Council approval to include the 11 described pavement failure locations as a part of the FYE 2023 Urban Concrete Bid 2 project. Funding necessary to complete the repair is available in the Woodslawn Addition Bond Project, Construction (Account 50593393-46101; Project BP0539) due to competitive bidding that rendered savings upon initial contract award. If approved, the contractor will begin mobilization and repair of these locations promptly.

RECOMMENDATION:

Staff recommends the approval of Change Order #1 to Contract K-2223-2 with Nash Construction Company in the amount of \$97,432.50 adding 11 concrete pavement failure locations for permanent repair.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 15.

CHANGE ORDER NO. 1

DATE: August 17, 2022

CONTRACT NO.: K-2223-2

SUBMITTED BY: Joseph Hill

PROJECT: Street Maintenance Bond Program – Urban Concrete Pavement, FYE 2023 Locations, Bid 2

CONTRACTOR: Nash Construction Company
700 South Irving
Oklahoma City, Oklahoma 73129

Original Contract Time: 240 days

Original Contract Amount: \$1,203,81900

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$97,432.50	\$(0.00)
Change in Contract Time	45 Days	0 Days

NET CHANGE \$97,432.50

REVISED CONTRACT TIME: 285 days

REVISED CONTRACT AMOUNT: \$1,301,251.50

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	CO #1 QUANTITY	QUANTITY CHANGE	COST CHANGE
1	Mobilization	L.S.	1	1	0	\$ -
2	Traffic Control (1,2,3)	L.S.	1	1.45	0.45	\$ 2,542.50
3	Undercut (4)	C.Y.	300	300	0	\$ -
4	Saw Cut Pavement Full Depth (5)	L.F.	200	500	300	\$ 1,500
5	Remove Curb & Gutter (6)	S.Y.	30	100	70	\$ 560
6	Remove integral curb with slab (6)	L.F.	6,975	7,375	400	\$ 400
7	Remove existing pavement (6, 7)	S.Y.	16,650	17,880	1,230	\$ 11,070
8	Remove Asphalt Speed Table (6)	S.Y.	140	140	0	\$ -
9	Type A ODOT Aggregate base	S.F.	200	200	0	\$ -
10	3000 PSI Concrete for 6" pavement (8, 9, 10,	L.F.	16,650	16,650	0	\$ -
11	3000 3000 PSI high-early strength concrete 6"	EA.	830	2,060	1,230	\$ 79,950
12	pavement (8, 9, 10, 11) Remove Sidewalk (6)	EA.	50	50	0	\$ -
13	3000 PSI Concrete 4" Sidewalk (10, 12)	EA.	34	34	0	\$ -
14	3000 PSI Concrete sidewalk ramps (10, 12)	L.F.	16	16	0	\$ -
15	Detectable Warning Surface	C.Y.	20	20	0	\$ -
16	Clean Topsoil	S.Y.	260	260	0	\$ -
17	Slab Sod (13)	EA.	2,335	2,335	0	\$ -
18	Adjust Manhole Ring to Grade	S.Y.	4	4	0	\$ -
19	Adjust water valve	EA.	4	4	0	\$ -
20	Repair existing Sprinkler head	EA.	15	15	0	\$ -
21	Repair existing sprinkler line	L,F,	15	15	0	\$ -
22	6" Integral curb	L,F,	7,005	7,475	470	\$ 1,410
23	Repair inlet box and adjust to grade (14)	EA.	3	3	0	\$ -
24	Replace Inlet Grate (15)	EA,	5	5	0	\$ -
25	Replace Inlet hood (15)	EA,	5	5	0	\$ -
	TOTAL COST CHANGE					\$ 97,432.50

CONTRACTOR: William B. [Signature]

DATE: 9/2/22

ENGINEER: [Signature]

DATE: 9-2-22

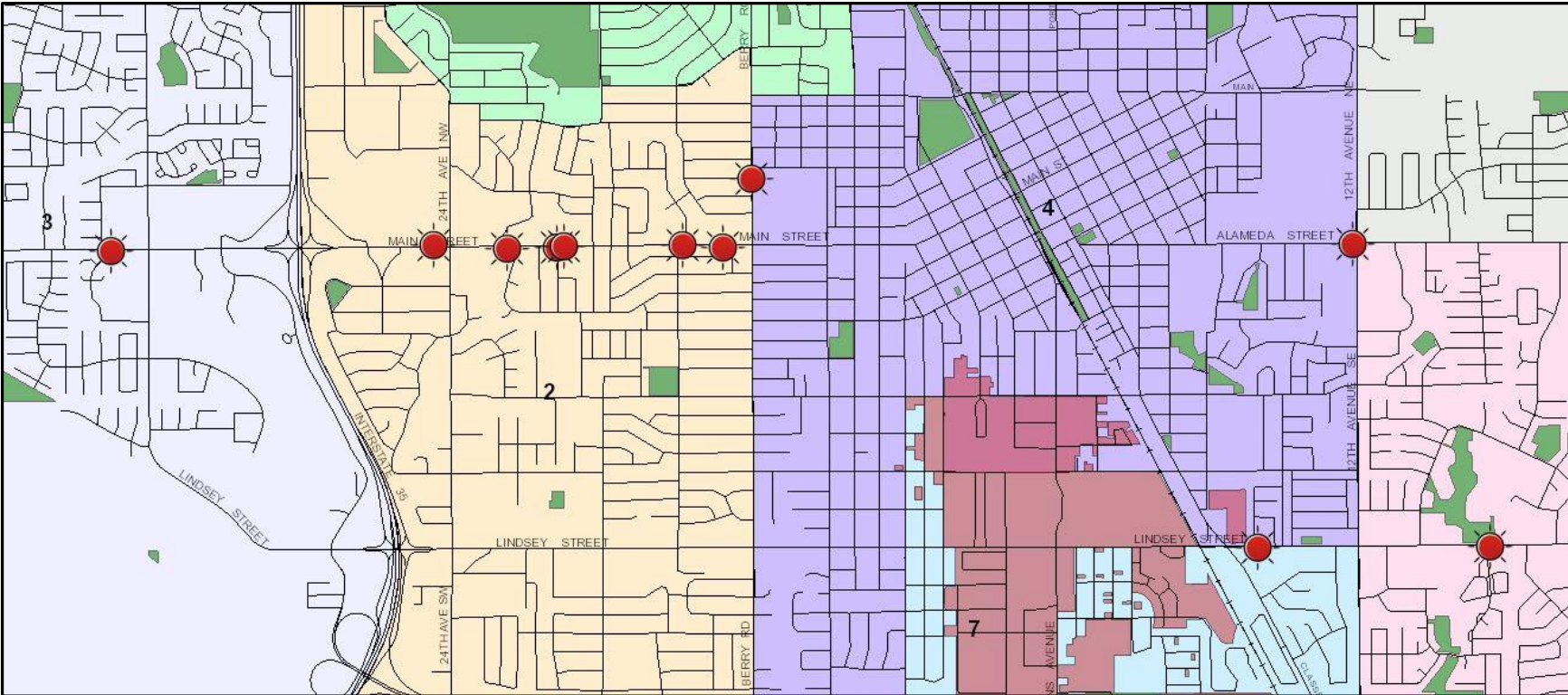
CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____
(Mayor)

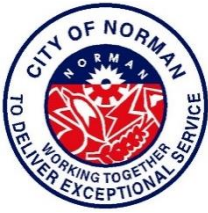
DATE: _____

K-2223-2 Change Order No. 1 Pop-Up Repair Locations



File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-10: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-10: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE PIONEER LIBRARY SYSTEM FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2023.

BACKGROUND:

Norman first became a member of the library system operated by Pioneer in 1958. In 1960, Oklahoma voters approved a Constitutional provision that allowed for ad valorem tax levies to provide funds for the purpose of establishing and maintaining or aiding in establishing and maintaining cooperative county libraries and joint city-county libraries. Provisions related to the operation of public libraries were adopted thereafter. Pioneer Library System (“PLS”) was established pursuant to this authority, and after a two-mill library levy was adopted by the voters, PLS contracted with the City in 1962 to create a cooperative library system. PLS initially provided services in Cleveland and McClain counties, but it has since expanded into Pottawatomie County as well.

Since 1962, the City has provided PLS with library facilities in Norman, utilities and janitor services, and maintenance. The initial contract was extended automatically for successive one-year periods. Subsequent agreements addressed the growth in the library system. A 2012 agreement (K-1112-120) addressed the acquisition of the building now known as Norman West on 300 Center Court. Another agreement in 2012 (K-1213-48) addressed the acquisition and use of a 24-hour library service machine located at Irving Middle School. Finally, a 2016 agreement (K-1516-97) formally acknowledged the planned additions of the new Norman Central Library, across from Andrews Park and Norman East, next to Fire Station 9.

The parties began the practice of presenting contracts to each respective board on an annual basis last year with the adoption of Contract K-2122-70.

DISCUSSION:

Contract K-2223-10 sets forth the obligations of PLS and of the City. PLS provides materials, programming, and trained staff at each library location in Norman, including the 24-hour service machine at Irving Middle School. PLS owns and maintains all materials and equipment it

purchases. PLS must make a good faith effort to minimize all operation and maintenance costs and provide timely notice to the City of any damages to real and personal property and needed repairs.

The City appoints at least one member to the Pioneer Board of Trustees as provided in Title 65. The City provides the buildings in good condition and continues to be responsible for the monthly utilities and maintenance of those buildings. Capital improvements are at the discretion of the City. The City has the right to conduct non-profit events or meetings of its choosing at any of the Norman libraries, provided there is not a scheduling conflict.

With this agreement, PLS has asked for the right to sublease any portion of its premises, provided it does not exceed 25%, and the premises continue to be used primarily for library and educational related purposes. PLS desires to work with the City to use lease revenues to fund furniture replacement as the need arises. Additionally, PLS will now be responsible for ongoing landscaping maintenance.

This contract will be effective July 1, 2022, to ensure we are on an annual approval schedule that ties into the fiscal year.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-10.

AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2022-2023

This Agreement is made and entered into this _____ day of _____, 2022 by and between the Pioneer Library System (“Pioneer”) and the City of Norman (the “City”) to set forth all rights and obligations of the parties with respect to the Norman Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4.101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Norman has been a member of the library system operated by Pioneer since 1958; and

WHEREAS, Norman is located within Cleveland County (the “County”) and the voters of the County have approved ad valorem mileage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 103 W Acres Street, and 3051 Alameda Street, Norman, Oklahoma, upon which the Norman Public Library Central and Norman Public Library East are located, and Pioneer owns real property located at 300 Center Court Drive, Norman, Oklahoma, of which the City leases a portion to provide facilities for the Norman Public Library West under an agreement effective March 30, 2012 (Norman K-1112-120) (collectively, the three sites are referred to herein as the “Library Facilities”).

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Norman Public Libraries in conformance with the standards promulgated by the Oklahoma Department of Libraries at the Library Facilities and to provide a limited collection of digital material at 125 Vicksburg Ave, Norman, OK (Norman K-1213-48) (the “Vicksburg Location”); and

WHEREAS, the City will include estimated appropriations within its 2022-2023 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services at the Library Facilities and the Vicksburg Location .

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System’s Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Library Facilities. In addition, Pioneer will provide limited services at a 24-Hour Library Service Machine located at the Vicksburg Location.
2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Norman. Further, Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its discretion, employ and hire such staff as it deems advisable for the operation of the Norman Public Libraries. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Norman Public Libraries in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Norman Public Libraries, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer services, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Norman Public Libraries in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own, and maintain where needed, all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Property of Pioneer shall comply with State and

Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City of Norman's security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs security guards, Pioneer shall pay for that service and pay the costs of operating the closed-circuit TV (video surveillance system) at no cost to the City.
14. Make a good faith effort to minimize all operation and any maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Pioneer shall provide needed maintenance and upkeep for all landscaping, lawns and other plants on Library Facilities, including removal of litter from the grounds at such facilities.
17. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Norman's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City shall provide suitable buildings in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building,

central heat and air conditioning with temperature control, electricity to meet lighting and climate control needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and customers. Access to the Building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time.

3. The City shall be responsible for the monthly utilities and maintenance associated with the buildings as outlined below, with the exception of the Norman Public Library West branch. Maintenance and operations consist of maintaining the interior and exterior of the buildings, the furnishings which are owned by the City and located inside and outside of the buildings, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Custodial services, including implementation of cleaning protocols recommended by the floor covering manufacturers
- e. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- f. Electronic security system and monthly monitoring
- g. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4. The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: Building and contents policy. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the Library Facilities, but will mean any act that causes damages to the Library Facilities or any part thereof and that arises out of uses of the Library Facilities not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6. The City reserves the right to conduct non-profit events or meetings of its choosing on the Library Facilities during each year and every year of the term hereof. The City shall consult with Pioneer as to

the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the Library Facilities shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the Library Facilities. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Norman Public Libraries and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the facilities owned and leased by the City shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the Library Facilities from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Library Facilities so as not to discriminate against any employee, applicant for employment, or user of public services provided by Pioneer 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.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. Pioneer may sublease any portion of the Library Facilities, provided any such sublease space does not exceed 25% of the premises, subject to the provisions herein. Pioneer will earmark sublease revenue to supplement the City's responsibility for maintaining furnishing needs at the Library Facilities.

H. Destruction of Premises

In the event any of the City-owned properties should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds,

or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event any of the City-owned properties should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2022, through June 30, 2023, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the real property owned by the City in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitute the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests, with the exception of the parties' lease agreement relating to the Norman Public Library West (Norman K-1112-120), the memorandum of understanding dated February 9, 2016 (Norman K-1516-97) and the agreement relating to the Vicksburg Location (Norman K-1213-48).

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Norman
Attention: Darrel Pyle, City Manager
201 West Gray
Norman, Oklahoma 73069
Telephone: (405)366-5402
Facsimile: (405)366-5489
Email: city.manager@normanok.gov

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405)801-4502
Facsimile: (405)801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

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IN WITNESS WHEREOF, Pioneer Library System and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY OF NORMAN:

CITY CLERK

MAYOR

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

PIONEER LIBRARY SYSTEM

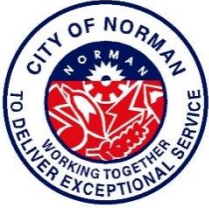
CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

File Attachments for Item:

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-9 AND CONTRACT K-2223-14: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., IN THE AMOUNT OF \$444,173 FOR THE FYE 2023 SIDEWALK CONCRETE PROJECT, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$30,906 FOR A REVISED CONTRACT AMOUNT OF \$475,079, PERFORMANCE BOND B-2223-17; STATUTORY BOND B2223-18; MAINTENANCE BOND MB-2223-8, RESOLUTION R-2223-10 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/23/2022

REQUESTER: Steve Guizzo, Engineering Assistant

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-9 AND CONTRACT K-2223-14: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., IN THE AMOUNT OF \$444,173 FOR THE FYE 2023 SIDEWALK CONCRETE PROJECT, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$30,906 FOR A REVISED CONTRACT AMOUNT OF \$475,079, PERFORMANCE BOND B-2223-17; STATUTORY BOND B-2223-18; MAINTENANCE BOND MB-2223-8, AND RESOLUTION R-2223-10 GRANTING TAX-EXEMPT STATUS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

This project will provide funding to: assist property owners in repairing existing sidewalks and construct new sidewalks, create ADA accessible routes in needed areas, construct new sidewalk for pedestrian routes to schools, perform sidewalk, ramp, and curb repair work in specified locations in the downtown area and perform sidewalk, ramp, and curb repair work in specified locations primarily along arterial road routes.

Pursuant to State Law (Title 11, Section 36-104), although developers and abutting property owners are responsible for constructing and maintaining sidewalks, the City has the responsibility of ensuring safe sidewalks. The City Council established a sidewalk program in 1997 to reduce this burden to property owners. Accordingly, funds are allocated for five separate capital project accounts within the Capital Improvement Program Budget. Because the projects are similar in nature, the City has historically achieved economy of scale and received more competitive bids when these projects are bundled and bid together. These five projects are described in detail below.

The **Citywide Sidewalk Reconstruction Program** is intended to assist property owners in repairing sidewalks and constructing new sidewalks to close gaps in existing sidewalk. Property owners who wish to participate in the Citywide Sidewalk Reconstruction Project will pay fifty percent (50%) of the estimated cost, with the City paying the remaining fifty-percent (50%) from funds allocated to this project. Citizen contributions are subsequently recouped with City Council

approval to replenish this program funding. This is a very popular and cost-saving program for residents and the demand typically outpaces the allocated resources.

The **Sidewalk Accessibility Program** provides sidewalk ramps where none exist and rebuilds existing ramps that do not comply with the current Americans with Disabilities Act (ADA) standards. This project will construct approximately eight curb ramps per year. Locations are determined at the request of citizens and along arterial and collector streets that do not currently have ramps at street-sidewalk intersections. The locations in this year's program will include six ramps along Western View Drive.

The **Sidewalk Program for Schools and Arterials Program** is used to construct new sidewalks adjacent to elementary schools that have no sidewalks and along walking routes to the schools. This year's project consists of Phase II of a two-phase project. It encompasses new sidewalk construction, where sidewalk is discontinuous, as well as repairs to existing sidewalk on the west side of Stubbeman Avenue from Robinson Street to Timberwolf Trail, servicing Norman North High School. It also includes the construction of eight sidewalk ramps. A second-phase of this project is forecasted for FYE 2023 and includes repairs northward to West Rock Creek Road on the west side, and repairs along the east side of Stubbeman Avenue, following an independent sidewalk reconstruction project being coordinated by the United States Postal Service at the corner of West Rock Creek Road & Stubbeman Avenue. City Council increased the funding for this program for the Rock Creek Road sidewalk gap from Porter Avenue to Hawthorne place Addition. This project is included in this bid.

The **Downtown Area Sidewalks and Curbs Program** will repair hazardous or deteriorated sidewalks, ramps and curbs in the downtown area. This year's project location will be concentrated along North Webster Avenue, from West Gray Street to Daws Avenue. This project will consist of new sidewalk construction along the east side of the roadway along Building D. The second location to be addressed is Comanche Street from Miller Avenue to Porter Avenue in preparation of the future Transit Center.

The **Sidewalks and Trails Program** constructs new sidewalk and trails throughout the city, in conformance with adopted plans; including the Greenbelt Master Plan, Bikeway & Transportation Master Plan and Parks Master Plan. This year's project consists of significant sidewalk repairs and construction of a small section of new sidewalk to establish compliant walkways on Alameda Street from 12th Avenue NE to Classen Boulevard. The City Council increased the funding for this program to include \$425,000 for a new walking trail to connect neighborhoods to the Walmart Neighborhood Market on Classen Boulevard. This project is being designed and will be bid separately.

DISCUSSION:

The project was publically advertised on June 23, 2022 and June 30, 2022. Four contractors attended a pre-bid conference on July 7, 2022. One bid was submitted and opened on July 21, 2022. The project was advertised in a local paper, in plan rooms and sent to our normal concrete contractors. There is a lot of work in the City of Norman and the Oklahoma City metro area. Contractors that would normally bid on these programs have current contracts and may not have the capacity to complete this contract.

Tabulation of Bid Results

Contractor	Total
EMC Services, LLC.	\$444,173
Engineer's Estimate	\$418,602

The bid was submitted by EMC Services, LLC of Oklahoma City in the amount of \$444,173, which is \$25,571, or 6.1%, more than the engineer's estimate, the budgeted amount for the FYE 2023 Sidewalk Concrete Projects included in this bid was \$440,000. Staff have reviewed this bid and based on the current market and the work to be completed the bid is acceptable. EMC Services, LLC is a responsible bidder. They are currently performing similar work for the City of Norman and have completed the work for this program in previous years.

The "Citywide Sidewalk Reconstruction Program" funds for this fiscal year will be used in the City's fifty percent (50%) match of this program, in which the property owner chooses to use their own contractor or the City of Norman contractor. The current bid of \$68,104 is below the FYE 2023 budget of \$100,000 for this sub-project. Staff is requesting to increase the bid amount to \$90,000 to use the funding throughout the year to complete necessary repairs in the Citywide 50/50 Program. This will leave \$10,000 if citizens would prefer to hire their own contractor and the City participate. Last year staff requested additional funds in this program and assisted over 50 property owners to repair or replace sidewalks abutting their property. It is anticipated this program will assist more property owners this year as we have already received over 20 requests to participate in the program.

The "Sidewalk Accessibility Program" sub-project was funded for \$30,000 in FYE 2022 and the bid of \$28,089 yields a surplus of \$1,911, requiring no change.

The "Sidewalk Program for Schools and Arterials" sub-project was funded for \$140,000 in FYE 2023 and the bid of \$141,685 yields a deficit of \$1,685. The increase in the costs for this program is attributed to the current economy, staffing shortages and inflation in material costs. This has been compounded recently by shortages in cement for concrete and other building materials.

The "Downtown Area for Sidewalks & Curbs" sub-project was budgeted for \$50,000 in FYE 2023 and the bid of \$63,554 yields a deficit of \$13,554. The scope of this project includes necessary repairs to the sidewalks along Comanche Street in preparation of serving the Transit Center at the corner with Flood. This scope with the increased costs attributed to the current economy, staffing shortages and inflation in material costs have resulted in the increased costs. This has been compounded recently by shortages in cement for concrete and other building materials.

The "Sidewalks and Trails Program" was budgeted for \$120,000 in FYE 2023 and the bid of \$141,751 yields a \$21,751 deficit. The engineers estimate for this project prior to bidding was within the project budget. This is the largest project in the FYE 2023 sidewalk programs and was most impacted by the increase in project cost attributed to the current economy, staffing shortages and inflation in material costs. This has been compounded recently by shortages in cement for concrete and other building materials.

Several of the programs have exceeded their budgeted amounts as discussed above. The selected projects are necessary and funding is available as discussed below. These programs will be funded as follows:

Project Funding Summary					
Project	Number and Account	FYE 2023 Program Budget	Bid Amount	Change Order #1	Transfer Funds From TC0273 ACCT#50590052-46101
Citywide Sidewalk Reconstruction Program	TC0273 ACCT#50590052-46101	\$100,000	\$69,094	\$30,906	
Sidewalk Accessibility Program	TC0238 ACCT#50593316-46101	\$30,000	\$28,089		
Sidewalk Program for Schools and Arterials	TC0249 ACCT#50593317-46101	\$140,000	\$141,685		\$1,685
Downtown Area Sidewalks and Curbs	TC0274 ACCT#5057716-46101	\$50,000	\$63,554		\$13,554
Sidewalks and Trails Program	TC0262 ACCT#50591179-46101	\$120,000	\$141,751		\$21,751
Total:		\$440,000	\$444,173	\$30,906	\$36,990

There are funds remaining in the Citywide Sidewalk Reconstruction Program (account 50590052-46101; project TC0273) from previous years that can be used to fund the programs that exceed the current budget.

If approved, construction of the FYE 2023 Sidewalk Concrete Projects will begin on or around September 6, 2022. The construction time for this project is 297 days with a completion date of June 30, 2023.

- Citywide Sidewalk Reconstruction Program – September 2022 and then throughout the year as repairs are necessary
- Sidewalk Accessibility Program – October 2022
- Downtown Area Sidewalks and Curbs – November 2022 – January 2023
- Sidewalk Program for Schools and Arterials - February 2023 - March 2023 (will attempt to schedule repairs near school during school breaks as to minimize disruption when possible)
- Sidewalks and Trails Program will be April 2023 – June 2023

RECOMMENDATION 1:

Only one bid was received, but based on the current contracting conditions and materials costs and the past experience with the bidder, staff recommends the approval of Contract K-2223-14 with EMC Services, LLC. in the amount of \$444,173 for construction of the FYE 2023 Sidewalk Concrete Projects.

RECOMMENDATION 2:

Staff further recommends that \$36,990 be transferred from prior-year allocations to the City Sidewalk Reconstruction Program, Construction (account 50590052-46101; Project TC0273) to the fiscal year 2022-2023 Sidewalk Programs, as discussed and illustrated above.

RECOMMENDATION 3:

Staff further recommends that, upon approval of Contract K-2223-14, the following bonds be approved:

Performance Bond B-2223-17

Statutory Bond B-2223-18

Maintenance Bond MB-2223-8

RECOMMENDATION 4:

Staff further recommends that, upon approval of Contract K-2223-14, EMC Services, LLC. be authorized as Project Agent via Resolution R-2223-10 to avoid the payment of sales tax on materials purchases related to the projects.

RECOMMENDATION 5:

Staff further recommends that, upon approval of Contract K-2223-14, Change Order Number 1 in the amount of \$30,906 be accepted to increase the Citywide Sidewalk Reconstruction Program to accomplish more projects within the budgeted funds, and to bring the total contract amount to \$475,079.

CONTRACT

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

WITNESSETH

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

BID 2223-9 FYE 2023 SIDEWALK CONCRETE PROJECTS

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

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

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

FOUR HUNDRED FORTY FOUR THOUSAND ONE HUNDRED SEVENTY THREE & 00/100
(WRITTEN) _____ (DOLLARS);
(NUMERALS) (\$ 444,173.00) .

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

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

Contract No. K-2223-14
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid them as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

FYE 2023 Sidewalk Concrete Projects

- a. 336 Calendar Days for all projects except Citywide Sidewalk Reconstruction Project
 - 1. 336 Calendar Days does not include weather days
 - i) Weather days to be determined by the City Engineer
- b. Citywide Sidewalk Reconstruction Project is an on-call service project
 - 1. Project will expire when bid amount is fully depleted or June 30, 2023

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to

Contract No. K-2223-14
Page 2 of 4

any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

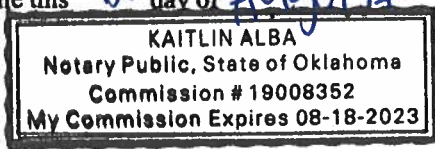
STATE OF Oklahoma)
) ss:
COUNTY OF OKLAHOMA)

SAUL ELIZONDO, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.


Contractor

Contract No. K-2223-14
Page 3 of 4

Subscribed and sworn to before me this 15th day of August, 2022.



Kaitlin Alba
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 15th day of August 2022, and the 15th day of August, 2022.

(Corporate Seal) (where applicable)

Principal

ATTEST:
Authorized Representative
Lucia Martinez
Corporate Secretary (where applicable)

Signed: [Signature]

Title: MANAGING MEMEBER/PRESIDENT

Address: 1400 SW 56TH ST OKC, OK 73119

Telephone: 405-605-8131

CITY OF NORMAN:

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

CONTRACT AFFIDAVIT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

SAUL ELIZONDO, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of EMC SERVICES LLC to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

[Signature]
Contractor

Subscribed and sworn to before me this 1st day of August, 2021

[Signature]
Notary Public

My Commission Expires:
08-18-2023

KAITLIN ALBA
Notary Public, State of Oklahoma
Commission # 19008352
My Commission Expires 08-18-2023

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: August 18, 2022

CONTRACT NO.: K-2223-14

SUBMITTED BY: Steve Guizzo

PROJECT: FYE 2023 SIDEWALK CONCRETE PROJECTS

CONTRACTOR: EMC SERVICES LLC.

Address: 1400 SW 56th St.

City, State, Zip: OKC, OK 73119

Original Completion Date: June 30, 2023

Previous Completion Date: June 30, 2023 ORIGINAL CONTRACT AMOUNT: \$444,173.00

(Increase) this change order 0 Calendar days


New Completion Date June 30, 2023 PRESENT CONTRACT AMOUNT: \$475,079.00

DESCRIPTION	DECREASE	INCREASE
<u>See Attached "Change Order Detail"</u>	\$0.00	\$30,906.00

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

NET CHANGE: \$ 30,906.00

REVISED CONTRACT AMOUNT \$475,079.00

CONTRACTOR:  DATE: 8/18/2023

CITY ATTORNEY: _____ DATE: _____

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name: FYE 2023 SIDEWALK CONCRETE PROJECTS

Design Engineer/Manager: STEVE GUIZZO

Address/Phone: 201 WEST GRAY
NORMAN, OK 73070
405.366.5315

Project Account Number's: TC0273

Contract No. K-2223-14

- 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. 1

PROJECT NAME: FYE 2018 CONCRETE PROJECTS

	Description		
	FYE 2018 CITYWIDE SIDEWALK RECONSTRUCTION PROJECT		
	Acct. No. 050-9052-431.61-01 Proj. No. TC00271		
Item	Description	Decrease	Increase
1	Unclassified Excavation Common		
	45 CY x \$25/CY=		\$1,125.00
3	Solid Slab Sodding		
	254 SY x \$5.5/SY=		\$1,397.00
8	Removal of Concrete Sidewalk		
	100 SY x \$12/SY=		\$1,200.00
12	Sawing Pavement		
	597 LF x \$4/LF=		\$2,388.00
13	4" Concrete Sidewalk		
	100 SY x \$65/SY=		\$6,500.00
17	Concrete Retaining Wall		
	5 CY x \$900/CY=		\$4,500.00
20	Sidewalk Ramps		
	50 SY x \$120/SY=		\$6,000.00
20a	Detectable Warning Surface		
	50 SF x \$35/SF=		\$1,750.00
25	Adjust valve boxes to grade		
	2 EA x \$210/EA=		\$420.00
26a	Adjust meter boxes to grade		
	2 EA x \$300/EA=		\$600.00
27	1/2" Joint Dowel		
	100 EA x \$8/EA=		\$800.00
30	Removal of Curb and Gutter		
	124 LF x \$11.50/LF=		\$1,426.00
31	Curb and Gutter		
	80 LF x \$35/LF=		\$2,800.00
	TOTAL CITYWIDE SIDEWALK RECONSTRUCTION PROJECT INCREASE		\$30,906.00

CITY OF NORMAN

MAINTENANCE BOND #RCB0036097

Know all men by these presents that EMC SERVICES LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of DOLLARS (\$), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of DOLLARS(\$), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of one year thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.**SEE NOTE BELOW FOR BOND AMOUNTS**

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2223-9 FYE 2023 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2223-14) with the CITY OF NORMAN, dated this _____ day of _____, 20____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

*****NOTE*****

Bond Amount is **Four Hundred Forty Four Thousand One Hundred Seventy Three & No/100** (\$444,173.00) such sum being equal to the contract price **Maintenance Bond No. MB-2223-8** for ONE (1) year from the date of acceptance and **Sixty Six Thousand Six Hundred Twenty Five **Page 1 of 3** & .95/100** (\$66,625.95) such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of One (1) year thereafter.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 1st day of August, 2022, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 1st day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST:

Lucia Martinez

Corporate Secretary (where applicable)

EMC Services, LLC

Principal

Signed: [Signature]

Authorized Representative

Title: MANAGING MEMBER/PRESIDENT

Address: 1400 SW 56TH ST

OKLAHOMA CITY, OK 73119

Telephone: 405-605-8131

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Surety: RLI Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Lisa Sherman

Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 890300, Okla. City, OK 73189

Telephone: (405)691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA

) ss:

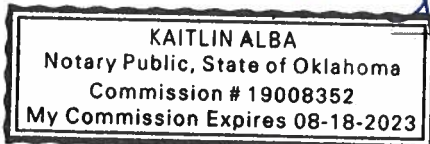
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledge before me this 1st day of August, 2022 by SAUL ELIZONDO MANAGING MEMEBER (Name and Title), of EMC SERVICES LLC a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 1st day of August, 2022.

My Commission Expires:

08-18-2023



[Signature]

Notary Public

Maintenance Bond No. MB-2223-8

Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) _____ (partner/agent)
on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

PERFORMANCE BOND #RCB0036097

Know all men by these presents, that EMC SERVICES LLC as PRINCIPAL, and RLI Insurance Company Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of ~~Four Hundred Forty Four Thousand~~ One Hundred Seventy Three & No/100 DOLLARS, (\$ 444,173.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-9 FYE 2023 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2223-14) with THE CITY OF NORMAN, dated this _____ day of _____, 20____ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or their or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of their or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 15th day of August, 2022 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of August, 2022.

Performance Bond No. B-2223-17
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Lucia Martinez

Corporate Secretary (where applicable)

EMC Services, LLC

Principal

Signed: [Signature]

Authorized Representative

Title: MANAGING MEMBER / PRESIDENT

Address: 1400 SW 56TH ST

OKLAHOMA CITY, OK 73119

Telephone: 405-605-8131

(Corporate Seal) (where applicable)

ATTEST: [Signature]

Surety: RLI Insurance Company

Signed: [Signature]

Authorized Representative

Printed: Lisa Sherman

Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 890300, Okla. City, OK 73189

Telephone: (405)691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledge before me this 1st day of August, 2022 by SAUL ELIZONDO MANAGING MEMEBR (Name and Title), of EMC SERVICES LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 1st day of August, 2022.

My Commission Expires: 08-18-2023

KAITLIN ALBA
Notary Public, State of Oklahoma
Commission # 19008352
My Commission Expires 08-18-2023

[Signature]
Notary Public

Performance Bond No. B-2223-17
Page 2 of 3

STATUTORY BOND #RCB0036097

Know all men by these presents that EMC SERVICES LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of \$444,173.00, or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-9 FYE 2023 SIDEWALK CONCRETE PROJECTS

has entered into a written CONTRACT (K-2223-14) with THE CITY OF NORMAN, dated this day of 20, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, their subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 15th day of August, 2022, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 15th day of August, 2022.

(Corporate Seal) (where applicable)

ATTEST

Lucia Martinez
Corporate Secretary (where applicable)

EMC Services, LLC

Principal

Signed: [Signature]
Authorized Representative

Title: MANAGING MEMBER/PRESIDENT

Address: 1400 SW 56TH ST

OKLAHOMA CITY, OK 73119

Telephone: 405-605-8131

Statutory Bond No. B-2223-18
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST: Enewcomb

Surety: RLI Insurance Company

Signed: Lisa Sherman
Authorized Representative

Printed: Lisa Sherman
Authorized Representative

Title: Attorney-in-Fact

Address: PO Box 890300, Okla. City, OK 73189

Telephone: (405)691-0016

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledge before me this 15th day of August, 2022, by SAUL ELIZONDO MANAGING MEMEBER (Name and Title), of EMC SERVICES LLC, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 15th day of August, 2022.

KAITLIN ALBA
Notary Public, State of Oklahoma
Commission # 19008352
My Commission Expires 08-18-2023

Kaitlin Alba
Notary Public

My Commission Expires: 08-18-2023

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____ a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2223-18
Page 2 of 3

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of June, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 8th day of June, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) Item 17.
07/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Denisse Zamora PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: dzamora@midamericainc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Valley Forge Insurance Co NAIC # 20508	
INSURER B: Continental Insurance Company 35289	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C 7011371326	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA 7011371309	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 7 11371293	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Norman Project No. BID 2223-9 FYE 2023 SIDEWALK CONCRETE PROJECTS
 Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER City of Norman 201 West Gray Norman OK 73069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Resolution

R-2223-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING EMC SERVICES, L.L.C., AS PROJECT AGENT FOR THE FYE 2023 SIDEWALK CONCRETE PROJECT.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by EMC Services, L.L.C., for the FYE 2023 Sidewalk Concrete Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on EMC Services, L.L.C., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, EMC Services, L.L.C., to purchase materials which are in fact used for the FYE 2023 Sidewalk Concrete Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that EMC Services, L.L.C., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 13th day of September, 2022, did appoint EMC Services, L.L.C., who is involved with the FYE 2023 Sidewalk Concrete Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 2023 Sidewalk Concrete Project.

PASSED AND ADOPTED THIS 13th day of September, 2022.

Mayor

ATTEST:

City Clerk



FYE 2023 Downtown Area Sidewalks and Curb Project



Sidewalk and Curb
and Gutter Removal
and Replacement

FYE 2023 Sidewalk Program for Schools and Arterials Project

Install Handicap Ramps

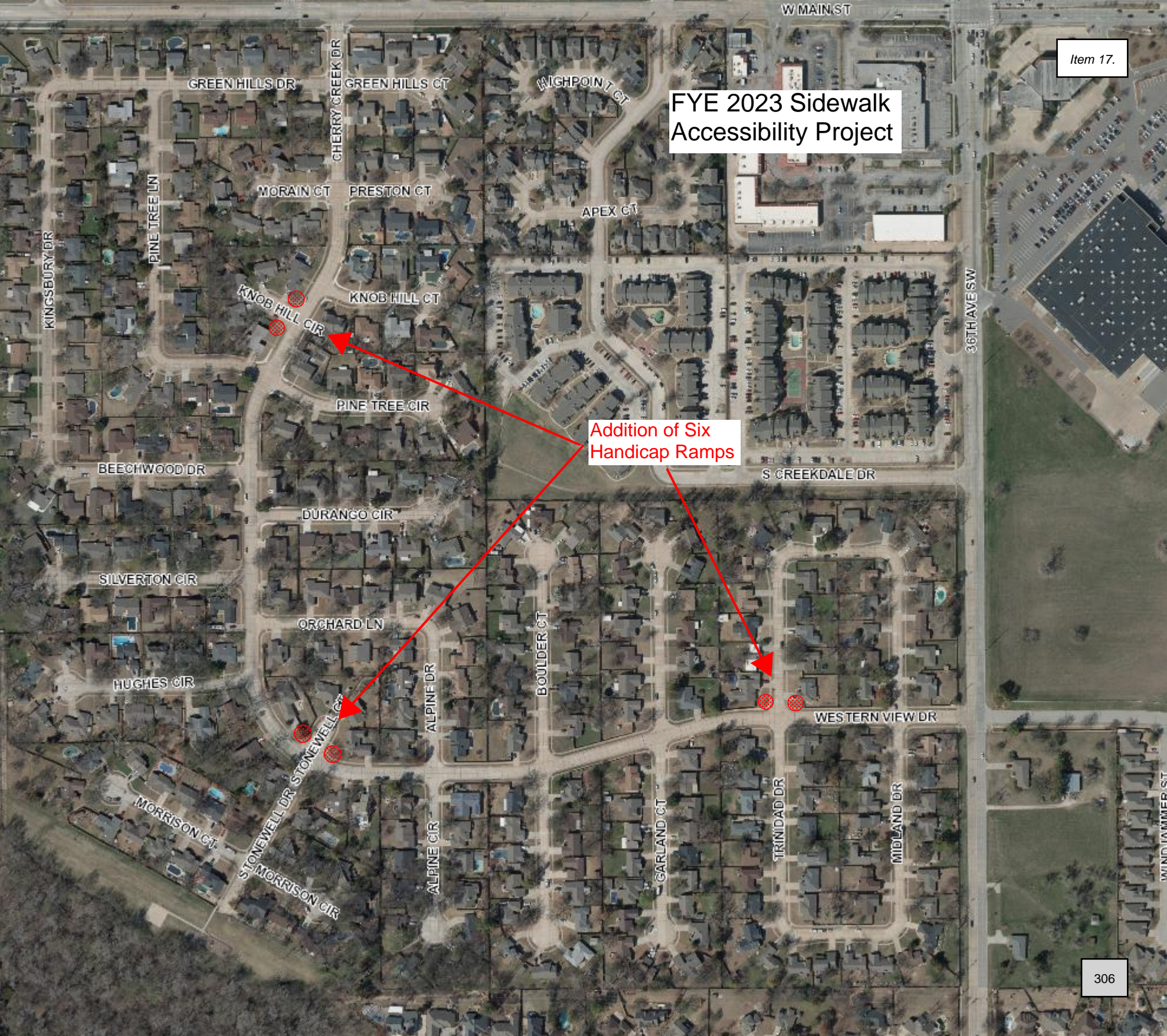
Perform Repairs to Existing Sidewalks

Install New Sidewalks



FYE 2023 Sidewalk Accessibility Project

Addition of Six Handicap Ramps



FYE 2023 Sidewalks and Trials



W. ROCK CREEK RD

Sidewalk, Driveway and Handicap Ramp Removal and Replacement

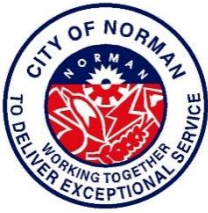
FYE 2023 Sidewalks and Trials Project

Sidewalk, Driveway and Handicap Ramp Removal and Replacement



File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-19: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MESHEK AND ASSOCIATES, L.L.C. IN THE AMOUNT OF \$100,000 FOR THE FLOOD WARNING SYSTEM SCOPING PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/13/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-19: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MESHEK AND ASSOCIATES, L.L.C. IN THE AMOUNT OF \$100,000 FOR THE FLOOD WARNING SYSTEM SCOPING PROJECT.

BACKGROUND:

The City of Norman experiences flood events on a regular basis, which lead to road closures. The current process to identify and barricade flooded roadways is a manual process which can take a significant amount of time and puts both the emergency responders and traveling public at risk. In November of 2020, with approval from the City Manager, the City applied for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant through the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). These grants are designed for pre-disaster mitigation and are competitively awarded. In February 2022, ODEMHS notified the City of Norman of the approval to award funds for the FEMA BRIC Grant for the City of Norman Flood Warning System Development Project.

DISCUSSION:

On March 8, 2022 City Council approved the acceptance of the FEMA BRIC Grant for the Norman Flood Warning System Development Project. Federal funding for this project is a \$75,000 (75%) reimbursement with a local match requirement of \$25,000 (25%) as part of the FEMA BRIC Grant program. Acceptance of this grant is to design the framework for a flood warning system for the City modeled after the Charlotte-Mecklenburg Flood Information & Notification System. Working with personnel from Public Works, Police, Fire, and IT, information on current processes and future needs will be gathered. Subwatersheds citywide will be analyzed to determine the best locations for installation of up to 25 stream and rain gages and cameras as well as the feasibility of incorporating ten existing monitoring locations used for Lake Thunderbird Total Maximum Daily Load (TMDL) compliance.

Once locations are identified through this scoping project, stream gauges, rain gauges, and cameras will be installed pending availability of funding through either future appropriations or grant opportunities. In addition to the installed equipment, a GIS map will be created and added to the City's website to provide a way for emergency responders and the general public to

monitor water levels at each of these sites in real time. This project will also research ways that this system can be incorporated in to existing Police and Fire Department warning systems, as well as the City's proposed Traffic Management Center (TMC) to notify the public of flooded roadways in their area.

The Public Works Department Staff prepared a Request for Proposals (RFP) to solicit the services of a qualified firm to complete the Flood Warning System Project. The RFP was advertised in May 2022.

Three (3) proposals were received for this project. The Selection Committee included three (3) staff members consisting of Jason Murphy, Stormwater Program Manager, Public Works Department; David Grizzle, Emergency Management Coordinator, Fire Department; and David Riesland, Transportation Engineer, Public Works Department; and two (2) private citizens including Mark Kleine and Ed Hatch. The Selection Committee members independently scored each statement of qualifications on a point scale as defined in the RFP. The three (3) firms were ranked and two (2) firms were selected for a follow-up interview. The Selection Committee met with the two firms and selected Meshek & Associates, LLC. Meshek & Associates, LLC was selected based upon their experience working with other municipalities on similar projects and the proposed methods and procedures for completing the scoping project.

Required services will include the following:

1. Project Management
2. Develop Assessment Standards
3. Evaluate Emergency Management Processes
4. Assess Traffic and Development Information
5. Analysis for Sensor Locations & Justification
6. Final Report & Implementation Plan

Staff began negotiations with Meshek & Associates, LLC in July 2022. Budgeted capital funds of \$25,000 for Project DR0023, Flood Warning System, Design, are available in Account (50592214-46201), and \$75,000 is available from Account (22592214-46201). The project is scheduled to begin on October 1, 2022, and be completed by June 30, 2023.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-19 with Meshek and Associates for completion of the Flood Warning Scoping project.



SERVICE AGREEMENT BETWEEN OWNER AND ENGINEER

OWNER INFORMATION:

Owner (company) name: City of Norman
Address: 201 West Gray
City: Norman State: Oklahoma Zip: 73069
Contact: Jason Murphy Title: Stormwater Program Manager
Telephone: (405) 366-5455 Email: jason.murphy@normanok.gov

Nature of Owner:

Individual/Sole Proprietorship Corporation Limited Liability Company Limited Partnership Partnership Other: Municipality
State of formation (if an entity) or residence (if an individual): Oklahoma
Tax ID/SSN _____

ENGINEER INFORMATION:

Engineer (company) name: Meshek & Associates, LLC
Address: 1437 South Boulder Avenue, Suite 1550
City: Tulsa State: OK Zip: 74119
Contact: Harris Wilson, PE Title: Design Project Manager
Telephone: 918-392-5620 Fax: 918-392-5621 Email: hwilson@meshekengr.com

Nature of Engineer:

Individual/Sole Proprietorship Corporation Limited Liability Company Limited Partnership Partnership Other: _____
State of formation (if an entity) or residence (if an individual): Oklahoma
Tax ID/SSN: 73-1322397

All invoices must be addressed and delivered to "Attn: Accounts Payable" at the appropriate address.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between
_____ ("Owner") and
_____ ("Engineer").
City of Norman
Meshek & Associates, LLC

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

_____ ("Project").
See Exhibit C: Scope of Services

Engineer's Services under this Agreement are generally identified as follows:

See Exhibit C: Scope of Services

AGREEMENT:

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 Payment Procedures

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 90 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. By Owner:

1) upon seven days written notice if the Owner's services for the Project are delayed for more than 90 days for reasons beyond Owner's control.

Owner's only liability to Engineer on account of a termination by Owner under Paragraph 3.01.A.1.b will be to pay for services completed up to the time of termination.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 3.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the State of Oklahoma.
- D. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. Owner shall indemnify and hold harmless Engineer and its officers,

directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

- E. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and engineers; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and engineers from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- G. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- 6.01 **Total Agreement**
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.01 **Basis of Payment—Lump Sum**

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. A Lump Sum amount of \$ 100,000.00.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

<u>City of Norman</u>	Meshek & Associates, LLC
By: _____	By: <u><i>Benjamin W. Fletcher</i></u>
Printed Name: <u>Larry Heikkila</u>	Printed Name: <u>Benjamin W. Fletcher</u>
Title: <u>Mayor</u>	Title: <u>Manager</u>
Date: _____	Date: <u>9-7-2022</u>
Consultant's License No: _____	Engineer's License No.: <u>1487 (OK)</u>

CITY OF NORMAN
Approved as to form and legality this 7 day of September, 2022.

Christine Heikkila
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20_____.

ATTEST:

City Clerk

**Exhibit A
Consultant's Standard Hourly Rates**

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Exhibit A and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

Hourly Rates for Staff			
Project Principal II	\$ 280.00	GIS Project Principal	\$ 210.00
Project Principal I	\$ 245.00	GIS Project Manager II	\$ 195.00
Project Manager II	\$ 225.00	GIS Project Manager I	\$ 150.00
Project Manager I	\$ 150.00	GIS Specialist II	\$ 130.00
Project Engineer II	\$ 145.00	GIS Specialist I	\$ 100.00
Project Engineer I	\$ 125.00	GIS Analyst	\$ 85.00
Engineering Intern	\$ 110.00	GIS Technician	\$ 75.00
Engineering Technician II	\$ 125.00	GPS Field Technician	\$ 75.00
Engineering Technician I	\$ 85.00	ROW Project Manager II	\$ 180.00
CAD Designer	\$ 100.00	ROW Project Manager I	\$ 140.00
3 Man Survey Crew	\$ 295.00	Assistant ROW Project Manager	\$ 115.00
2 Man Survey Crew	\$ 200.00	Acquisition/Relocation Agent	\$ 95.00
Survey CAD Technician	\$ 90.00	Real Estate Trainee	\$ 85.00
Survey Crew Chief I	\$ 95.00	Planning Project Manager II	\$ 155.00
Survey Crew Chief II	\$ 120.00	Planning Project Manager I	\$ 115.00
Survey Crew Technician	\$ 80.00	Planner II	\$ 110.00
Survey Project Manager	\$ 185.00	Planner I	\$ 90.00
LIDAR Survey Crew	\$ 250.00	Contract Administrator	\$ 155.00
LIDAR Data Specialist	\$ 120.00	Administrative	\$ 100.00
Allowance for Travel			
Mileage	Billed at Current IRS Rate		
Per Diem	Billed at Current IRS Rate		
Per Diem	Billed at Current GSA Rate		
Reproduction Costs			
8-1/2"x11" print	\$ 0.15	Billed per page printed	
8-1/2"x14" print	\$ 0.20		
11"x17" print	\$ 0.30		
Black and White Plots	\$ 3.00		
Color Plot	\$ 6.00		
Mylars	\$ 9.00		
Management and Other Fees			
Outside Direct Project Expenses	Passthrough at Cost		
Subconsultant Services	Cost plus 5% management fee		

www.meshekengr.com

phone: 918-392-5620 • fax: 918-392-5621 • 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119

Exhibit B

Required Insurance Limits and Coverages for Engineers

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	<p>\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract</p>
Comprehensive Automobile Liability	<p>\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract</p>
Workers' Compensation	<p>Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable</p>
Employer's Liability	<p>\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits</p>
Professional Liability (If applicable)	<p>\$1,000,000 Each Occurrence \$2,000,000 General Aggregate</p>

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Engineer and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Engineer's obligations hereunder.

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phone: 918-392-5620 • fax: 918-392-5621 • 1437 South Boulder Avenue, Suite 1550, Tulsa, OK 74119



Exhibit C

City of Norman

Project Scoping Services for a Flood Warning System

Scope of Services



Project Management and Coordination

Meshek will provide Project Management coordination with the city. The Project Manager is responsible for general project management, the coordination of project meetings, and the facilitation of information exchanges between the project participants.

General Project Management

Provide coordination between the various disciplines involved in the project, tracking of task status and completion, maintenance of the project schedule and updates. Meshek will assist with preparing a detailed schedule with client review and input that includes project benchmarks. Benchmarks will include:

- Documenting the current Emergency Management Process and recommendations for integration of the Flood Warning System.
- Documenting flood warning location recommendations and justifications.
- Documenting flood warning mapping system requirements
- Flood warning gauge site ranking and prioritization & report
- Final Report and Implementation Plan

Progress Meetings

Key members of the team will meet with the client as necessary to discuss the project. A regularly scheduled progress meeting will be held with the City and Meshek's PM to discuss the project status, critical milestones, and to review progress submittals. Progress meetings including the project team will be as needed.

Task 1: Develop Assessment Standards

The consultant's team will meet with the city to develop assessment standards. These standards are to ensure consistency and completeness of the data gathered. The data to be gathered is outlined below and will be used to support the choice of the equipment purchased by the city and the sites chosen for their location.

Task 2: Document Current Emergency Management Processes and develop and understanding of the City's approach to disaster response

The Meshek Planning team will meet with the City of Norman Emergency Management Coordinator and staff. The purpose of the meeting is to review current policies, plans and procedures in relation to disaster response and damaging flood events. Points of interest are to determine where actions, triggers, and warnings can be incorporated into current practices by first responders and City personnel. The team will also consider how data collected from the new gauge system can best be included. The Meshek team will recommend updates to the current Emergency Operations Plan using the information gathered. The recommendations will be based on the information gathered and can be added to the current plan as a hazard specific annex. Upon completing the review of the information gathered, a public education outreach strategy will be developed to inform City of Norman citizens of the new Flood Warning System.

Deliverables: Technical Memorandum of Findings



City of Norman
Project Scoping Services for a Flood Warning System
Scope of Services



Task 3: Assess Traffic and Development Information

The consultant will review traffic data available from the city and ACOG and information regarding building permit applications. The city documents that will be reviewed include the following:

- Go Norman Transit Plan
- Norman 2025 Land Use Transportation Plan
- Preferred areas of growth

The conclusions of this review will be summarized with applicable information used in the prioritization of the equipment locations. A Technical Memorandum of findings will be included at the completion of this task.

Task 4: Written Analysis that includes all monitoring locations and Justifications...

Data Review

Consultant will perform a review of available data to support the planning for the City of Norman Flood Warning / Inundation Mapping system. This data review will consist of the following:

- Effective FEMA Modeling
- Norman Watershed Studies
- Historic Flood Review
- GIS Data Review: Consultant will review all available data required to support the flood warning / inundation mapping system including:
 - Topographic / LIDAR Data
 - Hydrography
 - Street Centerlines
 - Parcel Information
 - Building Footprint data
 - FEMA Elevation Certificates
- Existing Gage Station Review
- Lake Thunderbird TMDL Gage Station review

Deliverables: Technical memorandum of data available

Flood Warning / Inundation Mapping System Requirements Development

Consultant will conduct two (2) requirements meetings with the City of Norman Staff and other stakeholders. An important step in the planning of a flood warning system is the conducting of stakeholder meetings that define the requirements and constraints for the gauge station location, data feeds, telemetry, tool functionality, mapping accuracy and other variables. The requirements meetings will outline the overall goals and aims of the flood warning system and discuss various use case scenarios and functionality. The first meeting will develop the high-level system goals, objectives, and minimum functionality and include discussions on sensor types (traditional, low-cost, radar, PT, cameras, etc.). The second meeting will develop a prioritized ranking system for gauge locations for the top 25 sites city wide.

Deliverables:

- Meeting Materials and Minutes



City of Norman
Project Scoping Services for a Flood Warning System
Scope of Services



- Requirements Report for the flood warning system. This requirements report will also serve as the basis for scope/ level of effort determination for future phases of this project.

Flood Warning Gauge Site Ranking, Prioritization, and Report

Based on the information obtained as part of Tasks 1 and 2, The Meshek team will develop a gauge location risk scoring system. The purpose of this system will be to assign an objective “score” to each possible potential location for a flood warning gage sensor installation. Assigning this objective score to each possible location will allow for ranking and prioritizing installation locations and allow for future efficient system expansion.

The Meshek team recommends the following ranking criteria. Additional ranking criteria discovered as part of Task 2 will also be included:

#	Factor	Description
1	Drainage Area	The drainage area of proposed gage location. This will be used to evaluate the peak timing order of magnitude at each location.
2	Current Condition of Existing Crossings	The current condition of potential crossing locations will be determined based on viability for installations. Characteristics considered include (shoulder, railing, sidewalks, etc.)
3	Crossing Freeboard	This factor will include scoring based on the amount of Freeboard that is available from the road surface to the FEMA 1% annual chance flood or the flood of record in Norman.
4	AADT	Annual Average Daily Traffic
5	Critical Facilities	The number (if any) of critical facilities that could be impacted in the vicinity of the potential gauge location,
6	Impacted Buildings	The number of buildings that could be impacted in the vicinity of the potential gauge location.
7+	Other factors determined by Norman during Task 2	

Deliverables:

- Prioritization ranking methodology (Technical Memo)
- Prioritization Report
- GIS Deliverables
- Online Web Mapping Prioritization Site

Task 5: Final Report and Implementation Plan – Flood Warning System

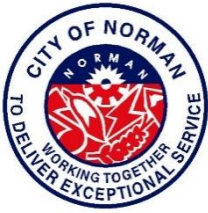
Consultant will develop an implementation plan for the future phases of the Flood Warning System including gauge installation procurement, installation locations and planning level cost estimates for the actual system implementation.

- Presentations
- This will also include the “detailed scope” for Phase 2: Implementation



File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-36: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT, AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$60.77 PER DAY PER PRISONER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-36: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT, AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$60.77 PER DAY PER PRISONER.

BACKGROUND:

The Cleveland County Justice Center was constructed and began operations in early 2012. The Jail Services Agreement provides for the incarceration of City prisoners and detainees within the County Jail. The Sheriff's Office is required annually to determine the average daily rate of incarceration per prisoner. Factors used to determine the rate are total personnel costs, including benefits, consultants and contract services, depreciation and other direct jail operating costs such as food, clothing, medical care supplies, bedding, toiletries, recreation and education, utilities, telephone and communication costs. Last year, the daily rate to incarcerate prisoners was \$71.86.

DISCUSSION:

The Cleveland County Sheriff's Office completed its annual review, which was approved by the Cleveland County District Court. The Agreement is being presented for a rate decrease from \$71.86 to \$60.77, effective August 1, 2022. All other terms remain unchanged.

Although the City of Norman pays the County for housing City of Norman prisoners, the Oklahoma State statutes allow cities to collect from the prisoners the cost of their incarceration. These costs are collected as part of the costs in Municipal Court and deposited in the General Fund. The reimbursement amount from prisoners is an additional revenue source to the General Fund and helps offset the cost to the City for housing prisoners.

Adequate funds to pay the estimated costs for prisoner care at the Cleveland County Jail are available in the General Fund, Police Department, Prisoner Care Account (10660115-44111).

RECOMMENDATION:

As stated above, the requested decrease based on the actual per prisoner cost of jail operation per day is reasonable. Contract K-2223-36 between the City of Norman and the Board of County Commissioners on behalf of the Cleveland County Sheriff's Department to provide jail services for City of Norman prisoners has been reviewed by the Legal Department and found to be proper as to form. This Contract is being forwarded to City Council for consideration at this time.

JAIL SERVICES AGREEMENT

This Jail Services Agreement, entered into to be effective on the _1st_ day of ___Aug.___ 2022, by and between the City of Norman, an Oklahoma municipal corporation (hereinafter referred to as the “City”), and the BOCC on behalf of the Cleveland County Sheriff’s Department, Norman, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the “Sheriff”).

WITNESSETH:

WHEREAS, the City, from time to time, must incarcerate its prisoners and detainees that are charged with a violation of City ordinances; and

WHEREAS, the Sheriff operates a jail facility (hereinafter referred to as the “County Jail”) that can be available to aid the City in housing its prisoners and detainees; and

WHEREAS, it is in the interests of both Parties to enter into an agreement to provide for jail services for City prisoners and detainees at the Cleveland County Detention Center (hereinafter referred to as the “County Jail”); and

WHEREAS, Title 19 of the Oklahoma Statutes, Section 180.43 contemplates such agreements between cities and the County Sheriff; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et. Seq., known as the Interlocal Cooperation Act; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) PURPOSE

The purpose of this Agreement is to provide for the incarceration of the City prisoners and detainees within the County Jail, under the custody of Sheriff, and to otherwise coordinate booking and detention functions.

2) SERVICES

In exchange for the compensation set out below, the County agrees to provide the following services:

- (a) The Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who have been apprehended solely pursuant to the municipal ordinances of the City by the law enforcement officers of the City pursuant to their official duties.
- (b) The Sheriff shall permit the law enforcement officers of the City and the City’s agents, in the pursuance of official duties, as approved by the Chief of Police of the City, and the Sheriff of the County, to enter to the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process.
- (c) The obligation of the Sheriff to assume custody and control of municipal prisoners shall be based on jail capacity standards promulgated by the jail inspection division, Oklahoma State Health Department. The Sheriff shall not be obligated to accept municipal prisoners if doing so would violate

the Sheriff's obligation to observe those standards. The Sheriff shall not be obligated to house any prisoner at another location to provide room for municipal prisoners.

(d) The City arraigns prisoners via video arraignment and the Sheriff will provide reasonable support. The following equipment utilized in the video arraignment process has been installed at the County Jail, but remains the property of the City:

(1) Avaya Video Conferencing Phone T150;
Serial No. 38A16725

(1) Cisco 1410 Bridge Wireless Canopy;
Serial No. FTX 1318G00

(1) Component that is a bridge with antenna (providing wireless capability) attached to the NW side of the building

3) COMPENSATION

As compensation for the services set out below, the City agrees to pay the Sheriff the sum of sixty dollars and seventy-seven cents (\$60.77) per day for each person incarcerated in said facility at the request of the City on municipal charges or awaiting approval of affidavit of probable cause. A "day" of incarceration shall be calculated on a 24 hour basis with a minimum of one (1) day charged for each person incarcerated. Said amount to be paid on a monthly basis in consideration of which the Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. Sheriff agrees to prepare and submit to City monthly statements no later than the 15th of each month. Provided further, all payments shall be made upon the timely submission of a claim form approved by the Board of County Commissioners, to the City pursuant to statutory and charter requirements. City agrees to pay all invoiced amounts within thirty (30) days of receipt to the County.

4) CUSTODY

For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon booking.

5) MEDICAL CARE

The Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the State and local laws, standards, policies, procedure, or court orders applicable to the operations of the facility, pursuant to Title 19 O.S. § 746.

A City prisoner receiving medical care for a preexisting condition or a condition not caused by the acts or omissions of the City or Sheriff shall be liable for payment of all costs of medical care. Preexisting conditions are defined as those illnesses beginning or injuries sustained outside their incarceration on Municipal charges.

All costs associated with medical care for a preexisting condition will be paid directly to the caring facility by the City prisoner. In the event of failure to pay by the City prisoner, all attempts for collection by caring facility will be the responsibility of the caring facility.

Under no circumstances shall the Sheriff be liable for any medical costs incurred outside the County jail facility by either a municipal prisoner or a municipal prisoner awaiting approval of affidavit of probable cause for state charges.

The Sheriff further agrees that all costs associated with hospital or health care services provided outside the County's jail facility, will be paid directly to the caring facility by the City of Norman. In this case, the caring facility shall invoice the City of Norman for services provided.

6) SEVERABLE LIABILITY

No separate legal entity or organization shall be deemed created by virtue hereof. The agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever. Both parties assume responsibility for its personnel, and will make all deductions for social security, withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act. Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. Sec. 151-171, and therefore, neither party shall be liable for the acts or omissions of the other party.

7) TERM/RENEWAL

The term of the Agreement shall commence on the __1st__ day of __Aug. ____, 2022, and will continue from year to year unless otherwise terminated by either party or modified by mutual agreement.

8) TERMINATION

- (a) This Agreement may be terminated by either Party for any reason, or for no reason, upon one hundred twenty (120) days written notice to the other Party.
- (b) This Agreement may be terminated by either Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

9) NOTICES

All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City of Norman and the Sheriff of Cleveland County at the following address:

If to City: The City Manager of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

 The Chief of Police of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

If to Sheriff: Cleveland County Sheriff
 111 N. Peters Ave. 6th floor
 Norman, Oklahoma 73069

If to County: Chairman of the Board of County Commissioners
 201 South Jones, Suite 260
 Norman, Oklahoma 73069

10) SEVERABILITY

The provisions of this Agreement shall be considered severable and in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

11) LAWS REGULATIONS

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et seq., pertaining to minimum standards for jails shall specifically apply.

12) INSPECTIONS

The Sheriff shall provide any and all inspection reports concerning the County Jail to the Chief of Police upon request in a timely manner. This provision does not intend, suggest or create any liability and/or indicate that the City has or exerts any control of the County Jail facility, but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.

13) SECURITY

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County’s premises. Information belonging to Sheriff will be safeguarded by City to the same extent as City safeguards their information of like kind relating to its own operation.

14) **COMPLETE AGREEMENT**

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by The Council of the City of Norman this _____ day of _____, 2022

THE CITY OF NORMAN

ATTEST:

MAYOR

CITY CLERK

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

CITY ATTORNEY

APPROVED and recommended by the Sheriff of Cleveland County this _____ day of _____, 2022.

SHERIFF OF CLEVELAND COUNTY



County Sheriff or designee

APPROVED by the Board of County Commissioners for Cleveland County this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY, OKLAHOMA

Chairman

Vice Chairman

ATTEST:

County Clerk or designee

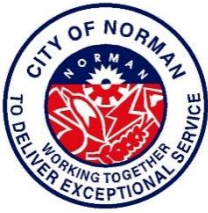
Member

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

ASSISTANT DISTRICT ATTORNEY

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-46: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED \$146,222 FOR WASTEWATER FLOW MONITORING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/13/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-46: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED \$146,222 FOR WASTEWATER FLOW MONITORING SERVICES.

BACKGROUND:

In March 2002, the Norman Utilities Authority (NUA) approved Contract K-0102-50 with RJN Group, Inc. (RJN) which began a program to measure wastewater flows from satellite collection systems. Satellite systems are privately owned wastewater collection systems that discharge into the NUA system. The program began with the installation of 10 flow meters at discharge points serving the University of Oklahoma (OU). The scope of services included metering equipment selection, installation, calibration and software for data collection and reporting, and meter maintenance. The contract was amended several times to authorize continued maintenance, data collection and reporting.

In 2007, a Request for Proposal (RFP) was forwarded to interested engineering firms. On August 28, 2007, Contract K-0708-42 for Permanent Wastewater Flow Metering services was awarded to RJN in an annual amount not to exceed \$150,000. Under Contract K-0708-42, additional unit prices were provided to perform meter maintenance, if necessary, and install a total of 19 meters. Additional meters were installed at discharges from several satellite systems such as mobile home parks and apartment complexes to determine if permanent meters were justified at these locations. Additional meters were installed to determine wastewater flows prior to and following improvements under the Sewer Maintenance Program (SMP) to determine the effectiveness of the sewer main replacements. The NUA approved five amendments to Contract K-0708-42 extending RJN's services through August 27, 2014.

In 2014, Contract K-1415-34 was awarded to the RJN Group, Inc., due to their experience in working with our system and processes and lack of other available competitors for this work. Seven amendments were issued under this contract to operate and maintain the meters. The flows are continually used to measure effectiveness of the SMP project, billing for OU, overall flow measurements to be used to monitor system capacity and for future modeling purposes. Additionally, RJN developed a website management system for the data to provide easier access for staff. Lastly, this information was used to support efforts to measure virus loads in wastewater during the Coronavirus (COVID-19) pandemic.

DISCUSSION:

Historically, RJN has been the only qualified firm interested in performing the work and they continue to provide a competitive price due to familiarity with the equipment, software and metering locations. For these reasons, staff requested that RJN provide a new contract to be renewed annually for NUA consideration.

Proposed Contract K-2223-46 has a “not to exceed” amount of \$146,222. It is based on a continued maintenance, meter repairs, data collection and reporting for a total of 18 meters for duration of 10 months at an estimated cost of \$114,120; additionally, the contract also includes \$32,102 for new equipment, repairs, or new installations/relocations.

The new unit price for monthly monitoring and data collection will increase \$634 per meter per month, which has been about a 3.5% increase annually since 2008. The eighteen (18) metering installations include nine meters for OU billing purposes, seven meters to measure dry and wet weather flow data from interceptors entering the Water Reclamation Facility (WRF) and two additional meters for sewer rehabilitation evaluation under the Sewer Maintenance Plan (SMP).

The Fiscal Year Ending 2023 (FYE23) budget includes \$170,000 in the Water Reclamation Fund, Professional Services (Account No. 32955252-44099) and is sufficient to fund Contract K-2223-46 with RJN.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-46 with RJN Group, Inc. to perform wastewater flow monitoring services in an amount not to exceed \$146,222.

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and RJN GROUP, INC., (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to continue installation and maintenance of permanent wastewater flow metering devices at specified locations within the collection system for billing purposes, to account for extraneous inflow and infiltration (I/I) contributions at satellite systems such as hospitals, institutions, multi-family apartment complexes, trailer home parks, and similar facilities, and to evaluate the effectiveness of sanitary sewer rehabilitation projects;

WHEREAS, OWNER requires engineering, installation and maintenance services more fully described in Attachment B in connection with the Permanent Wastewater Flow Metering Project (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be _____.

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. Timely Review: OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. Meetings: OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.

- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.
- 6.6. Hazardous Substances: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINEER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. 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 ENGINEER 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 OWNER at common law.
- 8.3 Employee Claims. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 Consequential Damages. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER 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, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

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. The non-performing party shall have fifteen (15) calendar days from the date 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 ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule

acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and 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 ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after 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 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Adam Burk, P.E., Project Manager
RJN GROUP, INC.
4150 S. 100th E. Avenue, Suite 106
Tulsa, OK 74146
918-627-9737
aburk@rinmail.com

OWNER: Scott Aynes, Utilities Superintendent
Norman Utilities Authority
1307 Da Vinci Street
P.O. Box 370
Norman OK 73070
405-329-0703
scott.aynes@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and OWNER.

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER 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 17 - 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 this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 – NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule
Attachment B - Scope of Services
Attachment C - Compensation
Exhibit 1 – Project Location Map

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____, 20_____.

RJN GROUP, INC. - ENGINEER

ATTEST

By: *Russell J. Barber*

 William B. West

Title: VICE PRESIDENT

 Project Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 20_____.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 20_____.

ATTEST

By: _____

Title: _____

ATTACHMENT A SCHEDULE

The service and data management period under this contract will be from September 1, 2022 through June 30, 2023.

If new equipment installation or relocation of existing metering or telemetry equipment is requested and authorized by the OWNER as Additional Services, the ENGINEER shall mobilize within 21 days of receipt of the written Notice to Proceed and shall achieve Substantial Completion of equipment installation at the approved site locations within 60 days of the Notice to Proceed. Upon Substantial Completion, the annual Service and Data Management Period shall commence on a site-by-site basis.

ATTACHMENT B SCOPE OF SERVICES

Project Initiation Period

Coordination

ENGINEER shall review all information collected by the Norman Utilities Authority (OWNER) to ensure a thorough understanding of the project background. A kick-off meeting with the OWNER shall be conducted to develop a thorough understanding of the project, goals and to coordinate the routine and timely exchange of information.

Routine project team meetings shall be conducted with OWNER representatives as necessary to review the PROJECT issues and status. ENGINEER shall institute a safety program to be strictly followed throughout the entire duration of the project. All crews shall wear appropriate identification.

Site Investigation

ENGINEER shall assist in selecting the specific monitoring points from a strategic and feasibility viewpoint. Site investigations shall involve the evaluation of the monitoring location to ensure sensor survivability and the ability to collect quality flow data. The investigation shall further include hydraulic evaluation for potential flow regimes including laminar, turbulent, backwater, and surcharged conditions. The investigation shall also include evaluation and feasibility of site accessibility, telemetry, and power.

Equipment Selection

Based on the site selection investigation reports, the appropriate technologies shall be considered and evaluated to fulfill the project objectives. Equipment selection criteria shall consider the pipe size, anticipated flow ranges, telemetry method, operating principal, accuracy, data management requirements, and cost. A recommendation of the most practical technology for each site shall be provided to the OWNER.

Installation Period

Flow Monitoring Equipment

ENGINEER shall procure and deliver the monitoring equipment including sensors, installation bands, and necessary installation hardware. The OWNER will be provided with a copy of the selected flow monitoring software. The OWNER shall become the owner of the equipment and software at the time that Substantial Completion is reached.

The selected flow monitoring units shall be operated under battery power to allow for in-manhole installations without the necessity to bring permanent power to each site.

The following flow monitoring equipment shall be maintained by the ENGINEER throughout the duration of the project:

- Sixteen (16) existing Hach FL902 Flow Meters (purchased by OWNER and installed by ENGINEER) will be maintained at all flow metering sites. The active flow monitoring sites are: OU-01, OU-03, OU-04, OU-05, OU-06, OU-07, OU-11, OU-12, OU-14, WS-01, WS-10, WS-11, BP-17, BP-18, BP-25 and BP-30.

- Two (2) Hach FL902 Flow Meters will be maintained, and were recently relocated in August 2020 at sewer rehabilitation sites selected by OWNER to monitor pre- and post- construction wastewater flows. Meters are currently named with existing identification of RM-13A_2020 and RM-13B_2020. At the conclusion of construction, the location of the flow meters will be evaluated and relocation can be considered based on OWNER recommendation and other acceptable flow meter needs.
- Three (3) existing rain gauges (purchased by OWNER and installed by ENGINEER) will be maintained at all rain gauge monitoring sites.

Any remaining Hach Sigma 920 Flow Meters or spare Hach FL 902 flow meter(s) owned by OWNER and not in use will continue to be evaluated by ENGINEER to determine the condition and either be utilized as a backup meter or as a trade-in to reduce the cost of newly purchased meters, dependent on supplier authorization, as needed and authorized.

Equipment Warranty – Any new flow monitoring equipment installed shall be warranted for 1 year against all defects. The OWNER shall have the opportunity to extend the manufacturer's warranty, annually.

Installation

The equipment shall be installed according to the manufacturer's recommendations by trained technicians. The flow monitors shall be capable of recording both depth and velocity components and shall be configured to obtain readings on 15 minute intervals.

The sensing equipment is typically installed on a thin metal ring for smaller pipe applications. For larger pipe installations over 42-inch inside diameter, the sensing equipment is generally installed on a flange or partial band. The cabling shall be secured to the manhole walls and attached to a data logger at the top of the manhole for easy access. Prior to leaving the site, each flow monitor shall be configured and activated at the site.

Each monitored location shall be calibrated at installation, which involves comparing the returned sensor values against independent devices. ENGINEER staff shall acquire at least six calibrations at various flow levels.

Substantial Completion shall be reached upon the installation of all flow monitoring equipment, sensors and completion of hydraulic calibrations. ENGINEER shall submit for approval of Substantial Completion and provide at least one week of data for each site to demonstrate that the equipment is operating within operating standards.

Telemetry

Cellular telemetry shall be provided at each flow monitoring location. ENGINEER shall be responsible for using telemetry to collect flow monitoring data remotely. Necessary services or maintenance on telemetry components may be performed under the Equipment Repairs compensation item.

Service and Data Management Period

The Service and Data Management Period shall commence once Substantial Completion of all metering locations is achieved and shall remain in effect through the defined flow monitoring period. The AGREEMENT shall be renewable each year for as long as Services are required by OWNER. ENGINEER shall provide written notice of any price increases within 30 days prior to the expiration date of each annual AGREEMENT.

Data Collection

Each flow meter shall be remotely collected and the data reviewed on a regular basis. During each download operation, data shall be graphed to check for inconsistencies, gaps or adverse trends. The data shall be edited, processed and finalized on a monthly basis to generate final Q (flow) in addition to the depth and velocity readings.

Equipment Maintenance and Service

Quarterly calibrations shall be performed by ENGINEER and shall be reviewed against the measured sensor readings. On a quarter year interval, each site shall be visited to obtain hydraulic calibrations and to perform routine interrogation of the meters. Service or maintenance requirements shall be scheduled within 48 hours of data collection. ENGINEER technicians shall then have 72 hours to make necessary adjustments or repairs. Any equipment found to be working improperly shall be repaired or replaced with a spare unit until the equipment is repaired. Field technicians shall maintain a service log for all activities performed.

ENGINEER shall organize and maintain electronic records of the flow data. ENGINEER shall further maintain a back-up record of all collected flow data. The data shall be made available to the OWNER upon request.

ENGINEER shall perform quarterly calibrations of the flow meter equipment. The calibration of the flow metering sites shall consist of comparing manual depth and velocity measurements to the flow meters measurements using independent devices.

ENGINEER shall replace batteries during field visits according to the manufacturer's recommended battery replacement interval or as needed due to battery failure.

Monthly Deliverables

ENGINEER shall prepare and deliver electronically on a monthly basis a billing statement with monthly summary (as described below) to the University of Oklahoma (OU) in a format to be approved by OWNER. ENGINEER shall assist OWNER in responding to any billing inquiries from OU.

The data shall include a monthly summary of the daily total flow, monthly minimum, average and maximum flow from the billing meters. Flow shall be represented in both tabular and graphical formats.

Quarterly Deliverables

ENGINEER shall provide a quarterly summary of the interceptor flow data including a brief status of the monitoring results for each interceptor meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on a quarterly basis a summary (as described below) to the OWNER.

The data shall include a summary of the daily total flow, monthly minimum, average and maximum flow. Depth, velocity, and flow shall be represented in tabular and graphical formats. All monthly flow and data reports shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data

analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Average dry weather (baseline) and peak wet weather flows shall be established for each monitoring location. The data shall be reviewed for trend analysis of inflow and infiltration (I/I) contributions, and significant capacity variations. Any significant variations from this baseline flow shall be included with the deliverable. Indications of concern shall be reported immediately.

Annual Deliverable

ENGINEER shall provide an annual summary of the flow data including a brief status of the monitoring results for each pre- and post rehabilitation meter location along with interpretations of unique hydraulic conditions. The summary shall note any maintenance and service requirements in addition to any downtime that may have occurred.

ENGINEER shall prepare and deliver electronically on an annual basis a summary (as described below) to the OWNER.

The data shall include a summary of the baseline flow and percent reduction of wet weather flow. The pre- and post-rehabilitation comparative analysis shall be based on one of the following two (2) methods: linear regression of flow versus rainfall intensity benchmarked to a 1-year/60-minute rainfall intensity, or a volumetric analysis comparing similar storm events. Report shall be delivered in electronic format to enable special reports to be generated by the OWNER. Electronic data shall be created using the selected manufacturer's software. Electronic data shall be compatible with Microsoft Access and Excel.

ENGINEER shall analyze data from each monitoring site for maintenance problems and predictive failure. Any modifications to the meter configuration or adjustments to the data based on field calibrations shall be logged. Data analysis shall include the evaluation of hydraulic conditions such as surcharging, suspected overflows at meter site, and wet weather contributions. Indications of concern shall be reported immediately.

Limits of Responsibility

ENGINEER shall not be responsible for any damages to the equipment caused by activities of others including, construction, vandalism, sewer cleaning, sewer maintenance, or utility trenching. The OWNER shall not make any modifications or repair to the equipment without the prior consent of ENGINEER. The OWNER may authorize ENGINEER to repair such damages on a time and material basis. ENGINEER shall not be liable for any loss of data due to meter malfunction or causes beyond its control.

Payment of the monthly telephone and power utilities shall be the responsibility of the OWNER.

ATTACHMENT C COMPENSATION

The OWNER agrees to compensate ENGINEER for these services based on the unit rate table below. Quantities under "Services Upon OWNER Request" are estimated and may be adjusted by OWNER.

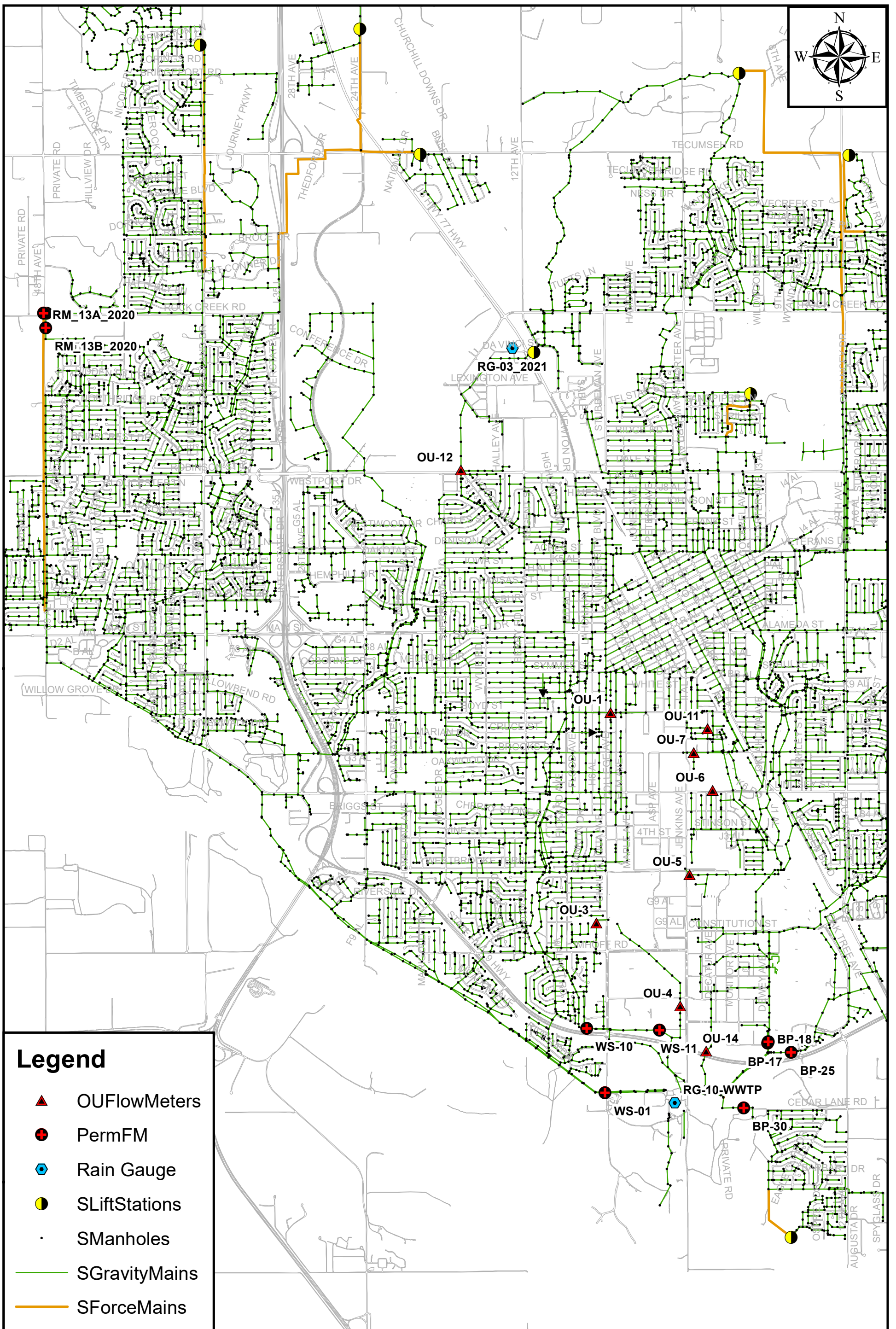
The OWNER may request Additional Services that may not be identified in the compensation table. The OWNER may request a cost estimates from the Engineer for services that may include equipment repair or other flow monitoring related services for the OWNER.

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Description	Quantity	Unit Rate	Total
Quarterly Service and Monthly Data Management			
OU Permanent Meters (10 mos. x 9 meters)	90 meter/mos.	\$634.00 /meter/mo.	\$57,060.00
Norman Interceptor Meters (10 mos. x 7 meters)	70 meter/mos.	\$634.00 /meter/mo.	\$44,380.00
Additional Meters for I/I Monitoring Pre- and Post-Rehab (10 mos. x 2 meters)	20 meter/mos.	\$634.00 /meter/mo.	\$12,680.00
Subtotal			\$114,120.00
Additional Services Upon OWNER Request			
A. FM Equipment ^{1/}	1	\$14,000.00/meter	\$14,000.00
B. FM Installation or Relocation	3	\$1,150.00/meter	\$3,450.00
C. Equipment Repairs ^{2/}	<u>2/</u>	<u>2/</u>	\$14,652.00
Subtotal			\$32,102.00
Total			\$146,222.00

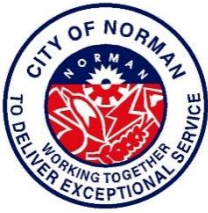
^{1/} Includes ENGINEER negotiated trade in discounts.

^{2/} As needed per repair based on Manufacturer's invoice or equipment manager's labor billed out at \$150.00/hr.



File Attachments for Item:

21. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A 2023 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$59,464 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A LARGE-SCALE 3-DIMENSIONAL CRIME SCENE SCANNER FROM FARO TECHNOLOGIES, CONTRACT K-2223-48, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

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 2023 SAFE OKLAHOMA GRANT IN THE AMOUNT OF \$59,464 FROM THE OFFICE OF THE ATTORNEY GENERAL TO BE USED BY THE NORMAN POLICE DEPARTMENT FOR PURCHASING A LARGE-SCALE 3-DIMENSIONAL CRIME SCENE SCANNER FROM FARO TECHNOLOGIES, CONTRACT K-2223-48, AND 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 departments. Specifically, monies 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 proposal to the Office of the Attorney General with a focus on decreasing violent crime through the purchase of upgraded forensic technology. Analysis of violent crime by the department indicates that, while we have a limited capacity to directly affect the incidents of violent crime (i.e., murder, sexual assault, rape, robbery, aggravated assault, and simple assault), increasing our capability to identify suspects, build cases for prosecution, and have success in trial must have a positive impact on reducing these crimes.

The Norman Police Department received notice of an award for the 2023 Safe Oklahoma Grant Program on August 18, 2022.

DISCUSSION:

The Department intends to use grant funding to improve our forensic capability in an effort to indirectly have a positive impact on reducing violent crime through the purchase of a "FARO Focus Premium" crime scene scanner.

The FARO Focus Premium is an on-scene digital crime scene scanning instrument capable of capturing 3D documentation more efficiently and accurately than what our agency can currently accomplish. 3D documentation is the standard when processing violent crimes. It is not only more efficient and accurate than current manual methods of documentation, but it is also more presentable to prosecutors and community members (such as jurors). Manual drawings, like other technical drawings and blueprints, are often marked with technical information that obscures or distracts from the drawing itself. Additionally, since manual drawings are 2D, they cannot be adjusted for alternative viewing. Finally, manual drawings are time-consuming – we simply do not have the personnel to document scenes of all violent crimes with this method.

Scanning overcomes almost all of these obstacles. Technical information can be attached to the data file and does not have to impede the graphics. 3D products can be viewed from multiple angles (similar to what is seen from online vendors with products for sale or by realtors with property) without losing scale or accuracy. Finally, scanning takes minutes rather than hours and often records information not immediately observed at the scene. Taken together, this will allow the department to process more scenes, more accurately, with the expectation that we can identify more suspects and ultimately have more success in trial.

We were recently able to find funding for a hand-held version of this instrument, which has positively impacted our ability to process smaller scenes (its range is limited to the inside of a vehicle or closet). The FARO Focus Premium has a larger range and storage capability and provides more detail. Our hope is to make our hand-held version more accessible to the department's Technical Investigators (patrol officers on every shift with additional crime-scene processing training and experience) so that we could use scanning technology to document every violent crime where a viable scene is identified.

RECOMMENDATION No. 1: Acceptance of the grant by Council and approval from the Mayor by:

1. ***Signing*** and ***Dating*** the attached 2023 Safe Oklahoma Grant Program Contract,
2. ***Signing*** and ***Dating*** the attached Certification for Competitive Bid and/or Contract, and
3. ***Signing*** and ***Dating*** the attached Supplier Contract Certification.

RECOMMENDATION No. 2: Upon acceptance and approval, the Norman Police Department will:

1. Create an invoice directed to the Office of Attorney General in the amount of \$59,464 to be deposited into the Special Grants Fund, Other Revenue-State Grant Reimbursements (account 226-331380).
- 2.

RECOMMENDATION No. 3: Upon receipt of funds, appropriate \$59,464 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).



JOHN M. O'CONNOR
ATTORNEY GENERAL

August 15, 2022

Captain Eric Lehenbauer
Norman Police Department
201-B W. Gray St.
Norman, Oklahoma 73071

Dear Captain Lehenbauer,

Thank you for your application to the Attorney General's Safe Oklahoma Grant Program. We received a significant increase in applicants this grant period.

The Norman Police Department has been awarded **\$59,464.00** for the purpose(s) requested in your application.

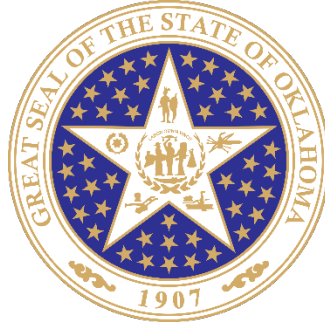
We are pleased your community is taking advantage of this opportunity. Past grantees have proven their efforts to combat violent crime in their communities with the support of this program's funding, and we are proud to partner with you to help achieve the same goal.

Thank you for your commitment to making your community and our state safe. We look forward to working with the Norman Police Department. Congratulations on your award for the Safe Oklahoma Grant.

Sincerely,

A handwritten signature in black ink, appearing to read "John O'Connor", written over a large, stylized circular flourish.

John O'Connor
Oklahoma Attorney General



THE OFFICE OF ATTORNEY GENERAL
2023 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement 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 **\$59,464.00** to Recipient. 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. We may terminate our 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 the date that funds are received by the Recipient.**
- b. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.

- 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, 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. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

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 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 grant 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 grant 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 in addition to payment for 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 and negligent acts 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 to ensure 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 grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.

- b. Recipient has not paid, given or 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 the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. 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 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 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 Agreement.
- 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 AGREEMENT

This Agreement, together with Appendix A, constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

19. HEADINGS

Titles of parts or sections of this Agreement are inserted for convenience only and shall be disregarded in construing or interpreting the provisions of the Agreement.

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 Agreement 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 agreement. 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: Sarah Gass
Title: Victim Witness Coordinator
Phone Number: (405) 522-3412
Email: sarah.gass@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 _____, 2022.

X _____
Larry Heikkila, Mayor, Norman

X _____
Eric Lehenbauer, Captain, Norman Police Department

X _____
Lori S. Carter
First Assistant 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.

- **\$59,464.00** to purchase a 3D crime scene scanner with associated software and necessary peripheral hardware that will process large indoor/outdoor violent crime scenes.



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: N/A

Supplier Legal Name: City of Norman, Police Department

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or 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, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

The competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Larry Heikkila

Printed Name

405.366.5402

Phone Number

405.366.5389

Fax Number

Certified This Date

Mayor

Title

Mayor@NormanOK.gov

Email



Supplier Contract Certification

Solicitation or Purchase Order #: N/A

Supplier name: City of Norman, Police Department

Address: 201 W. Gray St., Ste. B

City: Norman State: OK Zip Code: 73069-7108

Email address: Mayor@NormanOK.gov

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature

Larry Heikkila
Supplier Authorized Representative Printed Name

Date

Mayor
Title



FARO Technologies, Inc.
250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234
Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

February 5, 2021

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus^{3D}, Focus^S and Focus^M Laser Scanners, FARO ScanPlan, FARO Freestyle 2, FARO Focus Thermal Covers, SCENE[™] software, FARO Zone[™] 3D and FARO Zone[™] 2D software. FARO is also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida, its European regional headquarters in Stuttgart, Germany, and its Asia/Pacific regional headquarters in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, Japan, and Australia.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

FARO is the sole developer and supplier of FARO Zone[™] Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. The development of FARO Zone[™] Software is the result of the combination of features from CAD Zone and ARAS Reality, predecessor software acquired by FARO through acquisitions. These software offerings have now been replaced with our current software platform FARO Zone[™].

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions.

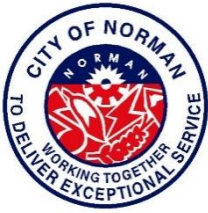
Kind Regards,

Jim Schwartz | Senior Solutions Director | Public Safety Analytics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746
Office: 414.614.6421

Nasdaq: FARO | jim.schwartz@faro.com | www.faro.com
Tax ID: 59-3157093 • DUNS: 61-730-8929 • CAGE: 0VGY2 • ISO Certified • GSA

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-50: A PERMIT AGREEMENT FOR PARKING SPACES IN THE RIGHT-OF-WAY BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KATY RENTALS, L.L.C., FOR AN ANNUAL AMOUNT OF \$150 PER SPACE RELATING TO PROPERTIES ADDRESSED AS 207 AND 209 MCCULLOUGH STREET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Elisabeth Muckala, Asst. City Attorney

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-50: A PERMIT AGREEMENT FOR PARKING SPACES IN THE RIGHT-OF-WAY BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND KATY RENTALS, L.L.C., FOR AN ANNUAL AMOUNT OF \$150 PER SPACE RELATING TO PROPERTIES ADDRESSED AS 207 AND 209 MCCULLOUGH STREET.

BACKGROUND:

Applicant, Katy Rentals, LLC, seeks a Permit Agreement for Parking Spaces in Right-of-Way with the City of Norman due to unique and unalterable conditions relating to real property owned by Applicant at 207 and 209 McCullough Street in Norman (“Property”).

The Property was already improved with a structure (a house) at the time it was acquired by Applicant. Following purchase of the Property, Applicant improved the existing structure and became aware that the parcel’s previous alleyway access had been conveyed of record to a separate owner, leaving the parcel with no rear access or parking off the existing alleyway. As developed, the Property also had no off-street parking access. As such, in 2006, Applicant obtained an Off-Site Permit in order to re-pave right-of-way located directly adjacent to this property in order to mark front-in parking spaces used at that time by the residents of the property. The Property appears to have continued in this use from that time through present day.

In Spring of 2022, the City of Norman’s McCullough Street Improvement Project proceeded, which involved improvement of the streetscape and incorporated parallel parking along McCullough Street, including the portion immediately adjacent to, and previously improved by, Applicant and the Property. Applicant approached the City regarding the unique situation that resulted from third-party actions.

DISCUSSION:

Implicated City Departments evaluated the unique circumstances of Applicant’s request as well as the location of the Property within the Center City Form Based Code zoning district, and determined that a carefully tailored solution could be offered to Applicant to alleviate the circumstances that resulted from actions beyond the Applicant’s control.

The solution offered was this Agreement, which is modeled both off of existing Revocable Right-of-Way Permits as well as Parking Space Lease Agreements. The proposed per space annual permit fee rate is, likewise, based off of rates for similar spaces offered in other City Agreements of this nature.

City Staff, including Legal Staff, carefully drafted and reviewed these terms to ensure they not only were tailored to the very unique circumstances of Applicant's situation, but also honored the spirit of other City uses of public right-of-way, and implemented legally enforceable mechanisms. Due to the unique nature of the circumstances surrounding Applicant's request, City Staff does not believe it is likely another such agreement is likely to be required by similar circumstances or other properties located in the Center City Form Based Code zoning district area.

This Agreement grants Applicant, or Applicant's tenants, a permit for the use of six (6) parking spaces along McCullough Street, at an annual rental cost of \$150 per year per space (\$900 annually). The agreement requires resident registration, allows for termination in various circumstances including breach or a determination by the City that the continued existence of the Agreement no longer ensures the health, safety and general welfare of all of its residents. The Agreement may not be sublet and may not be assigned except to a subsequent owner and as approved and overseen by the City.

The Agreement calls for the installation of signs to note the affected parking spaces for the purposes of public notice and enforcement. The Agreement is also carefully crafted to transition into any future parking permit scheme later considered by the City, and ensures the parking spaces are used in compliance with other applicable laws, including City of Norman ordinances regarding traffic and parking.

RECOMMENDATION:

City Staff believes that this Agreement is a narrowly tailored solution to a unique situation particular to the Property and Applicant and that the Agreement is consistent with the City's other existing uses of its Right-of-Way. City Staff forwards this Permit Agreement for Parking Spaces in Right-of-Way, Contract K-2223-50, for City Council's consideration.

**PERMIT AGREEMENT FOR PARKING SPACES
IN RIGHT-OF-WAY**

This Permit Agreement is made and entered into this _____ day of _____, 202__, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "CITY" and Katy Rentals, LLC, hereinafter referred to as "PERMITTEE".

WITNESSTH:

1. **Establishment of Premises.** CITY does hereby permit six (6) parking space(s) designated on the attached Exhibit A, located within public right-of-way directly abutting the drive lanes of McCullough Street in Norman, Oklahoma ("Parking Spaces" or "Premises"), for the benefit and use of PERMITTEE and any tenant of PERMITTEE residing at the properties located at 207 and 209 McCullough Street, Norman, OK 73069 (the "Residences"). **This Permit Agreement shall not be interpreted as conveying a real property right of any nature by PERMITTEE, whether temporary or permanent, in the Premises.**

2. **Tenant Registration.** Upon any lease or lease renewal of the Residences by PERMITTEE, PERMITTEE shall immediately provide CITY with a completed "List of Current Tenants," on the form attached as Exhibit B hereto, which shall serve as proof of residency for each identified tenant for a period of no longer than forty-five days, after which period of time each such tenant must separately have established residency and vehicle identification with the CITY as follows:
 - a. Provision of a lease agreement listing the correct name of tenant and address of Residence;
 - b. Provision of vehicle ownership, proof of lease or other control of vehicle, or proof of being an insured driver for vehicle.PERMITTEE shall be responsible to ensure compliance with this provision. CITY shall not be responsible for a refund or reimbursement, in whole or part, of any fee hereunder based on failure of PERMITTEE, or PERMITTEE's tenants, to fully comply with these provisions.

3. **Term of Agreement.** This Permit Agreement shall remain in full force and effect until terminated by either party according to the terms of this Permit Agreement.

4. **Annual Cost of Permit.** The aforementioned space(s) are permitted at the rate of \$150.00 per space per year payable by PERMITTEE in advance on the first day of each such year period beginning on _____ (any partial years shall be paid, as prorated, for the remainder of the year through the beginning of the next annual permit period).

In order to properly designate the Premises, signage must be properly installed at PERMITTEE's cost, and which cost of installation/maintenance/removal is being

collected as part of the fee set forth above. Parking is available to PERMITTEE and PERMITTEE's tenants upon installation of signage as demonstrated in Exhibit C hereto.

- 5. **Use of Premises.** This Permit Agreement permits PERMITTEE and PERMITTEE's tenants exclusive use of the Parking Spaces while applicable signage is in place, the requirements of this Permit Agreement are met and required permits are displayed.

The site shall be used solely for the parking of vehicles. Vehicles shall not be parked permanently or for storage or for the purpose of performing repair or for sale, etc., of the vehicle. Vehicles shall not be permitted to remain for prolonged periods of time in conditions of disrepair in the spaces. PERMITTEE, and any tenant of PERMITTEE, is responsible for awareness of and compliance with all applicable traffic and other laws, including Chapters 10, 15 and 20 of the Norman City Code, the Norman Zoning Ordinance, and all other applicable provisions of the Norman City Code. **This Permit Agreement shall not be construed to authorize a violation of or exemption from any applicable law, including the Norman City Code and federal or state law, by PERMITTEE or PERMITTEE's tenants.** Failure to comply with this provision shall constitute a breach of this Permit Agreement, and the CITY shall be entitled to terminate if compliance is not restored within thirty (30) days' of CITY's written notice of noncompliance to PERMITTEE.

PERMITTEE shall at all times ensure reasonable care in conducting activity in the parking spaces identified above and the surrounding area so that PERMITTEE and its tenants do not endanger any person and/or property of another lawfully thereon. PERMITTEE further agrees to use reasonable efforts to ensure the parking spaces are not used or permitted to be used for any illegal purpose and or to create any disturbance or annoyance detrimental to the Premises or surrounding area.

The PERMITTEE shall notify the CITY, in writing, of any concerns regarding damage to or defects to the Premises.

- 6. **Termination of Permit Agreement.**

By PERMITTEE. If PERMITTEE desires to terminate this Permit Agreement prior to the end of the term, PERMITTEE must provide 60 days' notice to the CITY in order to receive a refund for the remaining annual permit period. CITY shall issue PERMITTEE a refund for the remaining complete months of the permit period less a \$25.00 processing fee, which shall be deducted from the refund amount.

By CITY. If the PERMITTEE violates any of the terms of this Permit Agreement, the PERMITTEE shall become a tenant at sufferance and the CITY shall be entitled to terminate this Permit Agreement after expiration of the notice period referenced in Paragraph 5 should PERMITTEE fail to completely cure the breach, and as necessary to re-enter and take possession of the Premises immediately. In the event that the CITY incurs any expense in the enforcement of the terms and conditions of this Permit Agreement, the PERMITTEE shall be responsible for all administrative expenses, costs, court costs, and attorney fees in connection therewith.

It is the intent of the parties that this Permit Agreement will automatically renew year by year for an indefinite period of time until or unless terminated in any manner set forth in this Agreement; provided that, this Permit Agreement may be terminated by the CITY upon the adoption by the City of Norman of a public parking permit program which geographically encompasses the Premises (“Parking Program”), including any applicable adopted ordinances, resolutions or policies enforcing the same. Upon termination of this agreement, PERMITTEE shall, if PERMITTEE elects to participate in said Parking Program, comply with all requirements applicable to said Parking Program, and shall claim no rights under or through this Permit Agreement.

This Permit Agreement may further be revoked or terminated by the CITY upon thirty (30) days’ notice to PERMITTEE, if the City determines that continuance of the Permit Agreement is not practicable or possible in light of the CITY’s overall needs to ensure the health, safety and welfare of the residents of the City of Norman as a whole.

Upon revocation by the CITY due to PERMITTEE’s default, as set forth above, all signage addressed in Paragraph 4 above shall be removed at PERMITTEE’s sole cost and expense. If PERMITTEE fails to pay such costs, the City of Norman may levy such removal costs, and the cost of any repair to the Premises occasioned by PERMITTEE’s use of the Parking Spaces, of record against the Residences and associated real property parcels.

7. **Indemnification by PERMITTEE.** PERMITTEE shall indemnify and save harmless the CITY, and its officers and employees, from and against all suits, proceedings, claims, demands, actions, loss and expenses from liability of any kind (including but not limited to attorney fees for costs incurred in litigation) and from any person asserting the same arising or growing out of or in any way connected with PERMITTEE’s, or PERMITTEE’s invitees’ use of the Parking Spaces identified above. In addition, the CITY shall not be liable for any damage or loss which may be sustained by the PERMITTEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any person or entity, including PERMITTEE’s tenants, their invitees, agents or assigns. PERMITTEE shall not be required to indemnify CITY for damages caused solely by the negligence of the City, its agents or assigns.

8. **Assignment of Permit Agreement.** This Permit Agreement is assignable only to successors in interest to fee title of the Residences and associated real property parcels. Assignment must be requested no less than thirty (30) days in advance by direct request to the City Manager by PERMITTEE. Consent for the assignment may be granted by the City Manager, based upon input from necessary City Departments, and said consent shall not be unreasonably withheld by the CITY.

9. **No Subleasing or Sub-permitting.** PERMITTEE may not, under any circumstance, sublease or sub-permit the Premises.

10. **Entire Agreement.** This Permit Agreement sets forth the entire understanding between the parties and may not be changed or amended except in writing with the agreement of both parties.

- 11. **Jurisdiction and Choice of Law.** This Permit Agreement shall be construed according to the laws of the State of Oklahoma, and all disputes shall be adjudicated by the courts of the State of Oklahoma.
- 12. **Notices.** All communications given pursuant to this lease agreement shall be in writing and shall be addressed to the parties at the addresses specified below.

If to CITY: Brenda Hall, City Clerk
 201 W. Gray
 Norman, OK 73069
 (405) 366-5405

If to PERMITEE: Katy Rentals, LLC
 Keith McCabe, Manager
 11501 S. Miller Ave.
 Oklahoma City, OK 73170

IN WITNESS HEREOF, the parties hereto have executed this contract on the day first above written.

PERMITEE:
 Katy Rentals, LLC

Keith M. McCabe
 Keith McCabe, Manager

CITY:

 Mayor, City of Norman

ATTEST:

 City Clerk, City of Norman

Approved as to form and legality by the office of the City Attorney on this 7 day of September, 2022.

Christy Luckela
 Office of the City Attorney

EXHIBIT A



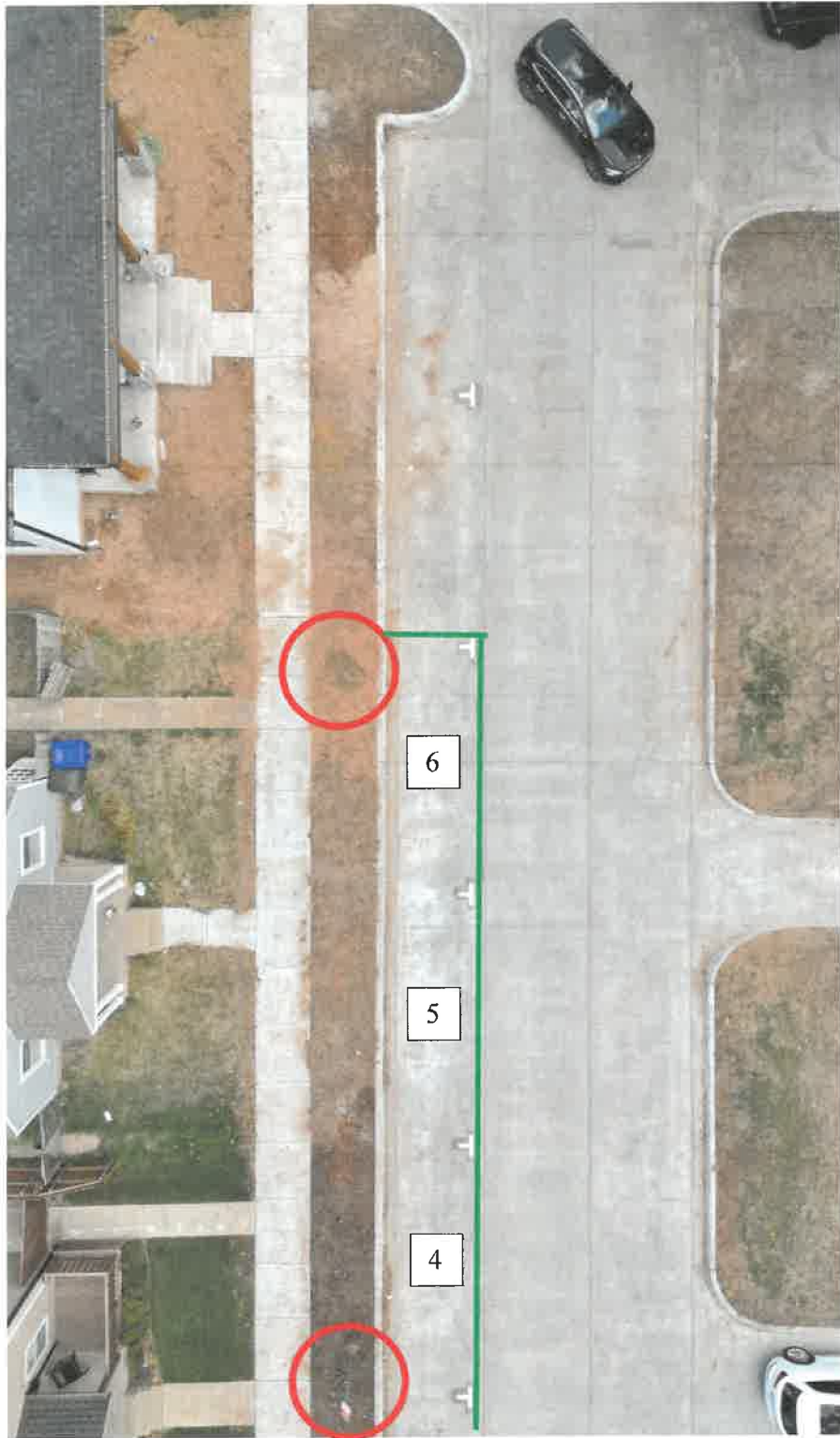


EXHIBIT B

List of Current Tenants Form

Date: _____

Address: _____ # ____.

All of the tenants listed below currently reside at the address above and are listed on the attached rental contract/lease.

Owner/Landlord Printed Name

Owner/Landlord Signature

Tenant 1 Name

Tenant 2 Name

Tenant 3 Name

Tenant 4 Name

Tenant 5 Name

Tenant 6 Name

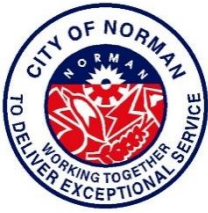
This document is valid for 45 days from the date signed, along with the current rental contract/lease, in providing the City of Norman current proof of residency for the purpose of initially obtaining a parking permit. Further submittals are required thereafter, as set forth under the associated Permit Agreement.

EXHIBIT C



File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNITED WAY OF NORMAN IN THE AMOUNT OF \$114,000 FOR THE FACILITATION OF APPLICATION DEVELOPMENT AND REVIEW FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDS EARMARKED FOR NON-PROFITS AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER:

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-51: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND UNITED WAY OF NORMAN IN THE AMOUNT OF \$114,000 FOR THE FACILITATION OF APPLICATION DEVELOPMENT AND REVIEW FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDS EARMARKED FOR NON-PROFITS AND BUDGET APPROPRIATION.

BACKGROUND:

At its retreat in July 2021, Council discussed earmarking American Rescue Plan Act (“ARPA”) funds for economic development and non-profits. Council had additional discussion during its Study Session on August 17, 2021. At that time, the U.S. Treasury Department had issued the Interim Final Rule governing expenditure of ARPA funds, and Council informally allocated \$1,000,000 *each* for entrepreneur grants and non-profit support and an additional \$1,000,000 for capital improvement projects planned at two non-profit agencies. The Final Rule for expenditure of ARPA funds was issued on January 6, 2022. As a Community Development Block Grant entitlement city, the City of Norman has received \$22,245,542 in ARPA funding in two payments, \$11,122,771 on May 19, 2021 and \$11,122,771 on June 6, 2022. It is important to note that any ARPA funded expenditures that do not meet the requirements of the Final Rule must be paid back by the City.

In accordance with the Final Rule, the City may spend ARPA funds on programs or projects that respond to the public health and economic impacts of COVID-19. In various actions, the Council has appropriated \$20,500,000 of the City’s ARPA entitlement funds (leaving \$1,745,542 to be appropriated).

Council discussed contracting with United Way of Norman to help facilitate application development, review and recommendation for funding to non-profits because of its established history and work with non-profits in Norman.

DISCUSSION:

Contract K-2223-51 provides that the United Way will develop an application process for the City's earmarked non-profit assistance funding from ARPA funds. Agencies will receive notice of the funding opportunity and given a deadline for funding applications. United Way is charged with reviewing applications, evaluating whether such applications are eligible for ARPA funds, and providing the City with recommendations on which applications should be funded and the level of funding award. In exchange for these services, the City will pay the United Way \$114,000. Administration of this program is an eligible ARPA expense and will be funded from existing ARPA funds. It is envisioned that final recommendations from United Way will result in sub-recipient funding agreements between the City and the receiving non-profit, which will be voted on by Council.

The contract amount of \$114,000 is proposed to be appropriated from the Special Grants Fund Balance Account (22-29000) to ARPA Social Services Other Business Services (Account 22110187-44199).

RECOMMENDATION:

Staff recommends approval of Contract K-2223-51 and budget appropriation, as discussed above.

ARPA SUBRECIPIENT APPLICATION REVIEW AGREEMENT

This ARPA Subrecipient Application Review Agreement (“Agreement”) is dated as of the _____ day of _____, 2022, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and the United Way of Norman, a not-for-profit Oklahoma corporation (“Contractor”).

WHEREAS, the U.S. Department of Treasury (“Treasury”) has allocated to the City \$22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”) effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds (“Compliance and Reporting Guidelines”) dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted nonprofits; and

WHEREAS, the Contractor has provided grants and funds to non-profits within the community to provide needed services and programs addressing the needs of the Norman community and has a review system and staffing for an application process to award grants and funding; and

WHEREAS, the City has identified non-profit support as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City of Norman City Council reviewed potential uses of ARPA Funds for support of nonprofits and has recommended that \$1,900,000 in ARPA Funds be utilized for the support of nonprofits impacted by the COVID pandemic; and

WHEREAS, City and Contractor desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds for certain nonprofit support, with the Contractor providing the review process and staff to oversee and administer the application process and determine the applicants and requests to recommend that the City award.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until January 31, 2023, unless terminated by the City in writing.
2. ARPA Funds. The City agrees to provide the Contractor a total sum not to exceed 6% of the total amount of funds awarded within 30 days of the completion by Contractor of the application review process.
3. Application Process. The Contractor shall develop an application process for the City’s non-profit assistance program, to be funded by ARPA Funds and shall provide notice of the program

to tax-exempt non-profits under section 501(c)(3) of the Internal Revenue Code that have offices or provide services in Norman. Contractor shall give sufficient time for application submittal, and shall review such applications at a date and time so provided in the notice of the program. Upon review of all applications, Contractor shall make a recommendation of award of program funding to the City based on need, ability to provide eligible programming, and compliance with the Review Criteria set forth herein.

4. Review Criteria. The Contractor shall ensure that ARPA Funds requests are from tax-exempt non-profits under section 501(c)(3) of the Internal Revenue Code and are for program or services that are necessary to respond to the public health emergency and negative economic impacts of the pandemic as provided in the Final Rule.
 - a. General Standards. Subrecipient applications must satisfy the requirements for all uses under the public health emergency and negative economic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm. Responding to the public health emergency and negative economic impacts of the pandemic include:
 - (1) Utilizing funding for programs or services in response to those impacted by the negative health and economic impacts of the pandemic
 - (2) Responding with funds for COVID-19 mitigation and prevention, medical expenses, behavioral healthcare and preventing and responding to violence
 - (3) Other support for nonprofits that are reasonably designed to benefit individuals or classes that experienced impact or harm and are related and reasonably proportional to the extent and type of impact or harm.
 - (4) Mitigation of financial hardship of the applicant provided such financial hardship is the result of the pandemic.
 - b. Capital Expenditures. It is anticipated that some of the Subrecipient applications may be for capital expenditures. In addition to meeting the General Standard set forth above, Subrecipient must submit a Written Justification for its capital expenditure to ensure the project is responsive to pandemic related needs and is reasonably proportional to the harm identified.
 - c. City Conditions. As the ARPA funds designated herein are specifically for the purpose of the aiding nonprofits most effected by the COVID pandemic, the review system should prioritize those serving populations located in a Qualified Census Tract and minority populations.
5. Ineligible Uses. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that

have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a “rainy day” fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control’s guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions of the Office of Management and Budget’s Uniform Guidance, including any self-dealing or violation of ethics rules. No applications that request funds for the above uses can be recommended for approval.

6. Reporting Requirements. Subrecipient must acknowledge in their applications that they will submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during which they receive funding. The required reports shall contain:
 - a. Project: The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.
 - b. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
 - c. Project Status: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.
 - d. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
 - e. Adopted Budget: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient’s progress in program implementation.
 - f. Project Demographic Distribution. Subrecipient must provide the following information in each report required for any grant funds received:
 - i. What impacted and/or disproportionately impacted population does the project primarily serve?
 - ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.
 - g. Neighborhood Location/Service. The Subrecipient will identify the location of their

Norman, OK 73069

City:

City of Norman
Attn: Darrel Pyle, City Manager
P.O. Box 370
Norman, OK 73070

With copies to:

City of Norman
Attn: Anthony Francisco, Finance Director
P.O. Box 370
Norman, OK 73070

City of Norman
Attn: Kathryn Walker, City Attorney
P.O. Box 370
Norman, OK 73070

11. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.
12. Time. Time is of the essence in this Agreement.
13. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. These provisions include without limitation Indemnification.
14. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
15. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Oklahoma, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted in the District Court of Cleveland County, Oklahoma.
16. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City 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 the City at law or in equity.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective successors.

- 18. Assignment. The Contractor shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
- 19. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Contractor for the review of Applications for ARPA Funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
- 20. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation that either Party or any subrecipients have to the Department of Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as this Agreement requires to be acknowledged by any subrecipients in their applications.
- 21. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
- 22. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 23. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

UNITED WAY, CONTRACTOR

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

CITY OF NORMAN, OKLAHOMA

By: _____
Larry Heikkila, Mayor, City of Norman

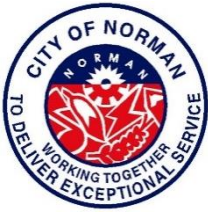
Attest: _____
Brenda Hall, City Clerk

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

Kathryn L. Walker, City Attorney

File Attachments for Item:

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-23: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING CHAIRMAN TO ACCEPT A WATERSMART APPLIED SCIENCE GRANT FROM BUREAU OF RECLAMATION FOR LAKE THUNDERBIRD PREDICTIVE LAKE OPTIMIZATION TOOL



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Ken Giannone, PE

PRESENTER: Ken Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-23: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING THE CHAIRMAN TO ACCEPT A WATERSMART APPLIED SCIENCE GRANT FROM BUREAU OF RECLAMATION FOR LAKE THUNDERBIRD PREDICTIVE LAKE OPTIMIZATION TOOL.

BACKGROUND:

In March 2012, the Norman Utilities Authority (NUA) approved Contract K-1112-114 for Carollo Engineers to prepare the 2060 Strategic Water Supply Plan (the 2060 SWSP). The goal of the 2060 SWSP was to strengthen our knowledge of potential short and long-term water supply source(s) for our community and begin implementation of a robust, water supply solution acceptable to the citizens of Norman.

In 2013, the 2060 SWSP Ad-Hoc Committee was created in order to ensure open and two-way dialogue with the community, to ensure the suggestions of the public were addressed, and to ensure that objectives and conclusions of the 2060 SWSP were clearly communicated to the public. Eight meetings were held with the 2060 SWSP Ad-hoc Committee and six public meetings were held for public participation and input in order to determine the portfolio of recommendations identified in the report that would be implemented. Ultimately, Resolution R-1314-146 was approved by the NUA on June 24, 2014. The approved portfolio had six (6) recommendations including the following:

“Implementation of indirect potable reuse (IPR) over time by adding additional treatment at the Water Reclamation Facility (WRF) and discharging the highly treated effluent into Lake Thunderbird; raw water conveyance and water treatment expansions would be required.”

Since that time, NUA has served on a working committee with numerous other stakeholders in the State of Oklahoma to advise Oklahoma Department of Environmental Quality (ODEQ) in promulgating and updating regulations for IPR. ODEQ’s initial regulations for IPR were finalized effective September 15, 2018. These regulations formalized a six (6)-step process a utility must complete in order to receive ODEQ permits for IPR, and, since that time, NUA has been working

diligently toward completing each of the required steps.

One of the steps required by ODEQ in order to be granted approval for an IPR program is the submission and approval an Engineering Report. One critical aspect of the Engineering Report is a discussion of potential impacts of an IPR program on the public and the environment and how those impacts will be mitigated. NUA staff and NUA consultant, Garver Engineering, have, therefore, identified the creation of a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird as a critical need for mitigating impacts to the public or the environment associated with any future IPR program. A PLOT uses precipitation, climatological and lake-specific data and trends to create a model that identifies the best times and rates for IPR augmentation flows to a particular lake (which, in the NUA's case, is Lake Thunderbird) that will, in turn, optimize lake yield and conjunctive groundwater use as well as mitigate drought risks and their potential impact on the lake and its stakeholders.

DISCUSSION:

The United States Bureau of Reclamation (BOR) offers WaterSMART (Sustain and Manage America's Resources for Tomorrow) Applied Science Grants to "organizations with water delivery authority" like NUA. These grants are offered to assist such organizations "to develop hydrologic information and water management tools and improve modeling and forecasting capabilities". Based on information regarding NUA's proposed PLOT project for Lake Thunderbird that was provided to BOR by NUA and NUA's consultant, Garver Engineering (Garver), BOR has approved an Applied Science Grant for NUA to complete a PLOT for Lake Thunderbird in collaboration with the National Water Research Institute. This grant will cover 50% of NUA's costs for creating the Lake Thunderbird PLOT up to \$148,339. BOR's terms and conditions for the grant are outlined in Assistance Agreement R22AP00241.

As also outlined in the Assistance Agreement, the total cost for the Lake Thunderbird PLOT project is estimated to be \$296,678. Upon approval, the full amount of the estimated project cost of \$296,678 will be transferred from the Water Fund and encumbered for this project. Per the Assistance Agreement and as outlined above, BOR will then reimburse 50% of project cost to a maximum of \$148,339.

New BOR Policy dictates that, instead of the grantee executing an Assistance Agreement in accordance with grantee's legally mandated process for contract approval, the grantee instead indicates acceptance of the Assistance Agreement and all terms and conditions therein simply by commencing the work described in the agreement and drawing down funds allocated by the agreement. For this reason, Resolution No. R-2223-23 is being offered to the Norman Utilities Authority requesting their approval of BOR Assistance Agreement No. R22AP00241 so that NUA staff may commence work and commence drawdown of grant funds as per the agreement.

RECOMMENDATION:

Approval of Resolution R-2223-23, which will authorize Director of NUA and his designees to commence work on the Lake Thunderbird PLOT project with a total estimated budget of \$296,678, and to drawdown Applied Science Grant funds not to exceed \$148,339 as provided in BOR Assistance Agreement No. R22AP00241 as well as to incur expenses associated with NUA's share of project funding.

RESOLUTION R-2223-23

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY
 AUTHORIZING CHAIRMAN TO ACCEPT A WATERSMART:
 APPLIED SCIENCE GRANT FROM THE BUREAU OF
 RECLAMATION FOR LAKE THUNDERBIRD PREDICTIVE LAKE
 OPTIMIZATION TOOL PROJECT.

1. WHEREAS, the United States Bureau of Reclamation (BOR) has a funding program entitled “WaterSMART Applied Science Grants” and pursuant to this program, the BOR provides cost-shared financial assistance to organizations with water delivery authority for projects to develop hydrologic information and water management tools and improve modeling and forecasting capabilities.
2. WHEREAS, the Norman Utilities Authority (NUA) continues to advance the Lake Thunderbird Indirect Potable Reuse (IPR) Project and, as part of the project, has identified the development of Predictive Lake Optimization Tool (PLOT) as a critical piece of any future IPR because a PLOT uses precipitation and climatological data and trends to create a model that will identify the best times and quantities for augmentation flows to Lake Thunderbird that will, in turn, optimize lake yield and conjunctive groundwater use as well as mitigate drought risks and their potential impact on the lake.
3. WHEREAS, BOR has approved Assistance Agreement No. R22AP00241 for a WaterSMART Applied Science Grant in the amount of \$148,339.00 for the NUA to collaborate with the National Water Research Institute to develop a Lake Thunderbird PLOT; and
4. WHEREAS, new BOR policy no longer dictates that grant recipients execute the Assistance Agreement using their legally mandated contract approval process and instead now requires that the grant recipient indicate their acceptance of the Grant and terms and conditions of Assistance Agreement by commencing work on the funded project and commencing drawdowns of grant funds in accordance with terms and conditions of the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN UTILITIES AUTHORITY:

SECTION 1. The NUA hereby finds that it is in the City of Norman’s and public’s interest in health, safety and welfare of the community to accept the grant funds made available under BOR Assistance Agreement R22AP00241 and to proceed with the Lake Thunderbird PLOT Project.

SECTION 2. The NUA understands and supports the acceptance of this Grant Award and finds:

- (a) The NUA has legal authority to collaborate with the National Water Research Institute on the Lake Thunderbird PLOT project as per the BOR Assistance Agreement
- (b) NUA has legal authority to drawdown grant funds allocated under the BOR Assistance Agreement with the understanding that such action indicates acceptance of the Assistance Agreement and all terms and conditions therein; and
- (c) The NUA is able to provide the minimum 50% non-federal cost share specified in the BOR Assistance Agreement.

SECTION 3. The NUA hereby authorizes and directs the City Manager or his designees, the Director of Utilities or his agents to:

- (a) Commence efforts on the Lake Thunderbird PLOT project in accordance with BOR Assistance Agreement No. R22AP00241;
- (b) Commence drawdown of funding provided under the Assistance Agreement, which as per current BOR policy, indicates acceptance of the Assistance Agreement and all terms and conditions therein; and
- (c) Represent the NUA in carrying out the NUA' s responsibilities under the Assistance Agreement, including certifying disbursement requests on behalf of the NUA and compliance with applicable state and federal laws.

SECTION 4. The NUA will work with BOR to meet schedule milestones in the Assistance Agreement.

PASSED AND ADOPTED this _____ day of _____, 2022.

Larry Heikkila, Chairman

ATTEST:

Brenda Hall, Secretary

1. DATE ISSUED MM/DD/YYYY 04/06/2022

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.557 - Applied Science Grants

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. R22AP00241-00
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN R22AP00241

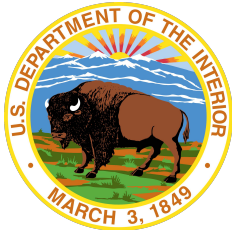
5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 04/06/2022 Through 06/30/2023

7. BUDGET PERIOD MM/DD/YYYY
From 04/06/2022 Through 06/30/2023

NOTICE OF AWARD

Item 24.



AUTHORIZATION (Legislation/Regulations)
Public Law 111-11, Omnibus Public Land Management Act of 2009, Subtitle F, Secure Water, Section 9509.

8. TITLE OF PROJECT (OR PROGRAM)
Lake Thunderbird Predictive Lake Level Optimization Tool (PLOT)

9a. GRANTEE NAME AND ADDRESS
CITY OF NORMAN
201 W Gray St
Norman, OK, 73069-7108

9b. GRANTEE PROJECT DIRECTOR
Mr. Kenneth Giannone
201 W Gray St
Norman, OK, 73069-7108
Phone: 4053665377

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chris Mattingly
201 W Gray Street
Norman, OK, 73069-7108
Phone: 405-366-5494

10b. FEDERAL PROJECT OFFICER
Avra Morgan

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 148,339.00																
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00																
a. Salaries and Wages	\$ 36,288.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00																
b. Fringe Benefits	\$ 9,623.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 148,339.00																
c. Total Personnel Costs	\$ 45,911.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 148,339.00																
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																	
e. Supplies	\$ 0.00	<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td>\$</td> <td>d. 5</td> <td>\$</td> </tr> <tr> <td>b. 3</td> <td>\$</td> <td>e. 6</td> <td>\$</td> </tr> <tr> <td>c. 4</td> <td>\$</td> <td>f. 7</td> <td>\$</td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2	\$	d. 5	\$	b. 3	\$	e. 6	\$	c. 4	\$	f. 7	\$
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2	\$	d. 5	\$																
b. 3	\$	e. 6	\$																
c. 4	\$	f. 7	\$																
f. Travel	\$ 0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
g. Construction	\$ 0.00	<ul style="list-style-type: none"> a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 																	
h. Other	\$ 43,428.00	e																	
i. Contractual	\$ 196,188.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																	
j. TOTAL DIRECT COSTS	\$ 285,527.00	<ul style="list-style-type: none"> a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. 																	
k. INDIRECT COSTS	\$ 11,151.00	In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																	
l. TOTAL APPROVED BUDGET	\$ 296,678.00																		
m. Federal Share	\$ 148,339.00																		
n. Non-Federal Share	\$ 148,339.00																		

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:
Edmund Weakland, Grants Management Specialist
Bureau of Reclamation Main Interior Building
84-27132, PO Box 25007
Denver, CO, 80225-1000
Phone: 303-445-3757

Agreement Award Executed by Grants Officer:
BEVERLY NELSON Digitally signed by BEVERLY NELSON
Date: 2022.04.06 12:59:30 -07'00"

17. VENDOR CODE	0071375225	18a. UEI	DHCGNQR5LNB6	18b. DUNS	832238146	19. CONG. DIST.	04
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051018734-00010	\$148,339.00	04/06/2022	06/30/2023	0680	R-DO-2021-000575 ASG Norman Utilities Au	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 04/06/2022
GRANT NO. R22AP00241-00	

REMARKS:

Program Income is not authorized.

Recipients are NOT required to sign the Notice of Award or any other award document or amendment. Recipients indicate their acceptance of an award or amendment to an existing award, including award terms and conditions, drawing down funds, or accepting the award or amendment via electronic means. Recipient acceptance of an award/amendment carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339343.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3

DATE ISSUED
04/06/2022

GRANT NO. R22AP00241-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/06/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	06/30/2023	Final	10/28/2023

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/06/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	06/30/2023	Final	10/28/2023

Project Abstract Summary

1. The Norman Utilities Authority, located in Norman, Oklahoma, will collaborate with the National Water Research Institute to develop a Predictive Lake Level Optimization Tool (PLOT) for the Lake Thunderbird watershed in Central Oklahoma. This new water-balance tool help water managers implement the planned lake augmentation system by providing support for the timing and duration of pumping. Effective management of a reservoir's conservation pool is critical to the survival of any surface water body during prolonged drought periods. The new forecasting tool for lake water-level will play an important role during these periods. The project will seek to establish proof-of-concept for a model that, in subsequent work, can link to real-time data collection, make forecasts of the lake's water balance and the augmentation needed. The PLOT forecasts will consider both near-term precipitation projections and statistical climatological trends to identify the preferred augmentation flows to optimize lake yield, conjunctive groundwater use, drought risk mitigation, and augmentation volumes. The project will further the regional goal of a sustainable, shared water reservoir by constructing a cloud-based tool to allow for transparent, smart augmentation flow pumping to Lake Thunderbird.

AWARD ATTACHMENTS

CITY OF NORMAN

R22AP00241-00

1. R22AP00241 Agreement
2. Project Abstract

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R22AP00241

Between

Bureau of Reclamation

Norman Utilities Authority

For

Lake Thunderbird Predictive Lake Level Optimization Tool (PLOT)

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Financial Assistance Agreement
Between
Bureau of Reclamation
And
Norman Utilities Authority
For
Lake Thunderbird Predictive Lake Level Optimization Tool (PLOT)

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and Norman Utilities Authority (Recipient), pursuant to the Omnibus Public Lands Management Act of 2009, Public Law 111-11, Section 9509 Research Agreement Authority (the “Act”). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

Section 9509 Research Agreement Authority.

The Secretary may enter into contracts, grants, or cooperative agreements, for periods not to exceed 5 years, to carry out research within the Bureau of Reclamation.”

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The Lake Thunderbird Predictive Lake Level Optimization Tool (PLOT) project (Project) achieves the public purpose of the Act by increasing water supply reliability, providing flexibility in water operations, and improving water management.

3. BACKGROUND AND OBJECTIVES

Through WaterSMART (Sustain and Manage America’s Resources for Tomorrow) Applied Science Grants, Reclamation provides cost shared financial assistance to States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority, universities, nonprofit research institutions, and nonprofit organizations for projects to develop hydrologic information and water management tools and improve modeling and forecasting capabilities. Increased access to information and improved modeling and forecasting capabilities will help avoid water conflicts and improve our ability to meet a variety of water management objectives, including: support for water supply reliability, management of water deliveries, water marketing activities, drought management activities, conjunctive use of ground and surface

water, water rights administration, ability to meet endangered species requirements, watershed health, conservation and efficiency, and other water management objectives.

The Norman Utilities Authority, located in Norman, Oklahoma, will collaborate with the National Water Research Institute to develop a Predictive Lake Level Optimization Tool (PLOT) for the Lake Thunderbird watershed in Central Oklahoma. This new water-balance tool help water managers implement the planned lake augmentation system by providing support for the timing and duration of pumping. Effective management of a reservoir's conservation pool is critical to the survival of any surface water body during prolonged drought periods. The new forecasting tool for lake water-level will play an important role during these periods. The project will seek to establish proof-of-concept for a model that, in subsequent work, can link to real-time data collection, make forecasts of the lake's water balance and the augmentation needed. The PLOT forecasts will consider both near-term precipitation projections and statistical climatological trends to identify the preferred augmentation flows to optimize lake yield, conjunctive groundwater use, drought risk mitigation, and augmentation volumes. The project will further the regional goal of a sustainable, shared water reservoir by constructing a cloud-based tool to allow for transparent, smart augmentation flow pumping to Lake Thunderbird.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is **\$296,678.00** and the total estimated amount of federal funding is **\$148,339.00**. The initial amount of federal funds available is limited to **\$148,339.00** as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall develop a Predictive Lake Optimization Tool (PLOT) for the Lake Thunderbird watershed in Central Oklahoma. Once completed, this pilot program will inform the final design of treatment and conveyance infrastructure for the City's planned indirect portable reuse (IPR) system at Lake Thunderbird.

5.1 Collect and compile historic data. The Recipient will compile a contiguous, historical data set describing water into and out of the lake, as well as temperature data, of a duration of at least 5 years.

5.2 Develop a cloud-based prototype. The Recipient will develop a model for Lake Thunderbird water levels that is calibrated to the historical data set. The prototype will calculate the water level of Lake Thunderbird for specific forecasted time periods.

5.3 Test the lake-yield model. The Recipient will test the calibrated, cloud-supported lake-yield model's ability to provide accurate forecasts of lake water-balance and actionable, risk-based information that may increase efficiency of pumping and treatment operations. A comparison of the original life-cycle cost projections and the modeling evaluation cost projections will be developed.

5.4 Webinar Presentation. Reclamation may request the recipient to participate in a Reclamation-sponsored webinar to discuss application of deliverables to management questions. The presentation should inform Reclamation about project accomplishments, the final results of the identified tasks, and any lessons learned.

The milestones for completion of the Project are as follows:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Collect and compile historic data	April 2022	May 2022
Format data and cloud storage	June 2022	July 2022
Develop a cloud-based model	July 2022	September 2022
Test and validation of the lake-yield model	October 2022	December 2022
Apply model to forecast augmentation	December 2022	January 2023
Cost model updates for forecasted operation	January 2023	February 2023
Project Completion Webinar	March 2023	April 2023

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section I.10 of

this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section I.10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the Project objectives and goals were met
- Discussion of the benefits achieved by the Project, including information and/or calculations supporting the benefits
- How the Project improves long-term resiliency to drought
- How the Project demonstrated collaboration, if applicable

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website or by request.

6.1.4 Conferences. Recipient shall notify the Grants Officer Technical Representative of any submitted and/or accepted abstracts for conferences that will be attended to present on the results of work performed under this Agreement.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation

purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
6. Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$36,288		
b. Fringe Benefits	\$9,623		
f. Contractual	\$196,188		
h. Other Direct Costs	\$43,428		
i. Total Direct Costs	\$285,527		
i. Indirect Charges	\$11,151		
Total Costs	\$296,678	\$148,339	\$148,339
Cost Share Percentage		50%	50%

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, “Cost Principles”

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(c)-(f) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Change in key personnel specified in section 8 “Key Personnel” of this Agreement.
- (c) Changes in the approved cost-sharing or matching outlined within this Agreement in section 7.2 “Cost Share requirements”
- (d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this Agreement.
- (e) Extensions to the project period identified in block 6 of the NOA.
- (f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Mr. Kenneth Giannone, PE
Capital Projects Engineer, Norman Utilities Authority
201 W Gray Street
PO Box 370
Norman, OK
73069-7108
Kenneth.Giannone@NormanOK.gov
405-366-5377

Additional key personnel for this Agreement are as follows:

Mr. Chris Mattingly
Utilities Director, Norman Utilities Authority
201 W Gray Street
PO Box 370
Norman, OK
73069-7108
Kenneth.Giannone@NormanOK.gov
405-366-5377

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;

- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-

Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.

- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
- (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 120 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
- (ii) The reasons why established goals were not met, if appropriate.
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2022 .	N/A
Submit to:	Reports can be submitted using GrantSolutions.gov or via email at: sha-dro-faoperations@usbr.gov Attn: GMS	Reports can be submitted using GrantSolutions.gov or via email at: sha-dro-faoperations@usbr.gov Attn: GMS
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)

Required Reports	Interim Reports	Final Report
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2022 .	N/A
Submit to:	Reports can be submitted using GrantSolutions.gov or via email at: sha-dro-faoperations@usbr.gov Attn: GMS	Reports can be submitted using GrantSolutions.gov or via email at: sha-dro-faoperations@usbr.gov Attn: GMS

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

12. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

13. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

14. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

15. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

- (a) **IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.
- (b) **TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

- (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
- (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified date until the

conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the PMS Payee Account Number(s) (PANs);

- (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (ii) For returning interest on Federal awards not paid through PMS, the refund should:
- (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
- (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
 - (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to PMS you must include the following as applicable:
- (i) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - (ii) For Fedwire Returns¹:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
- ¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.
- (iii) For International ACH Returns:
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency Locator Code (ALC): 75010501
Name (abbreviated when possible) and ALC Agency POC

- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”
Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.
- (v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§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 §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§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 200.212 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.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) 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.
- (c) 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.
- (d) 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 offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) 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.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
- (1) Micro-purchases—
 - (i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
 - (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
 - (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
 - (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-

certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
- (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
- (1) Sealed bids. A procurement method in which 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 bids method is the preferred method for procuring construction, if the conditions.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) 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.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, 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;
 - (B) 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;
 - (C) 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;
 - (D) 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
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror 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 that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§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 (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 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.

§200.324 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 amendments. 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 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.

§200.325 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 amendment 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.

§200.326 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 requirements 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.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) Use.
- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other

programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

- (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
 - (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
 - (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within

120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) 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.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws

including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and workplace safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

(c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

(d) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (3) “Private entity”:
- (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
- (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 4.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR PART 200)

1. General Reporting Requirement

If the total value of your 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 you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

(a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.

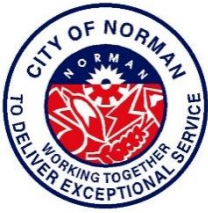
Project Abstract

Grantee Name: CITY OF NORMAN
Grant Number: R22AP00241-00
Project Title: Lake Thunderbird Predictive Lake Level Optimization Tool (PLOT)
Project Period: 03/31/2022 - 03/31/2024

The Norman Utilities Authority, located in Norman, Oklahoma, will collaborate with the National Water Research Institute to develop a Predictive Lake Level Optimization Tool (PLOT) for the Lake Thunderbird watershed in Central Oklahoma. This new water-balance tool help water managers implement the planned lake augmentation system by providing support for the timing and duration of pumping. Effective management of a reservoir's conservation pool is critical to the survival of any surface water body during prolonged drought periods. The new forecasting tool for lake water-level will play an important role during these periods. The project will seek to establish proof-of-concept for a model that, in subsequent work, can link to real-time data collection, make forecasts of the lake's water balance and the augmentation needed. The PLOT forecasts will consider both near-term precipitation projections and statistical climatological trends to identify the preferred augmentation flows to optimize lake yield, conjunctive groundwater use, drought risk mitigation, and augmentation volumes. The project will further the regional goal of a sustainable, shared water reservoir by constructing a cloud-based tool to allow for transparent, smart augmentation flow pumping to Lake Thunderbird.

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,225 FROM THE ANIMAL WELFARE DONATIONS ACCOUNT TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Kellee Robertson, Manager, Animal Welfare Division

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,225 FROM THE ANIMAL WELFARE DONATIONS ACCOUNT TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

BACKGROUND:

The Norman Animal Welfare Center often receives general, unsolicited donations for unspecified uses. These donations are accepted and deposited within a dedicated account, where they are maintained until requested and approved for disbursement for use by our facility. This item is being brought forward for that purpose.

DISCUSSION:

A project was brought to the Animal Welfare Oversight Committee and approved on June 13, 2022. Norman Animal Welfare is currently over capacity, and as of August 22, 2022, we have 233 animals in our care. To combat this problem, we have partnered with the Souris Valley Animal Shelter in North Dakota and Dog is My Copilot to transport animals out of the State of Oklahoma. Dog is My Copilot is a 501(c)3 non-profit that works with shelters and rescue groups to transport animals to no-kill shelters throughout the country. These shelters will often have our dogs adopted before they even arrive in their state. Dog is My Copilot has agreed to charter an airplane for transport that is exclusive for animals from Norman Animal Welfare, and Souris Valley Animal Shelter has agreed to receive our animals once they arrive in North Dakota.

Animal Welfare Manager Kellee Robertson has built a manifest of over 50 animals to go on this transport. The only cost that Norman Animal Welfare will incur is the cost of the kennels that the dogs must be placed into prior to the flight. The cost of the kennels totals \$4223.38 and the kennels become the property of the receiving shelter (Souris Valley Animal Shelter). This will be a one-time cost once this partnership is established with Souris Valley and Souris Valley has agreed to multiple transports as needed to assist Norman Animal Welfare in transferring dogs out of state.

RECOMMENDATION:

It is recommended that \$4,225 be appropriated from the Other Revenues / Animal Control account (10-22431) into the Animal Welfare account Other Sup-Mat-Animal Sup Misc (10660270-43115).

Resolution

R-2223-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$4,225 FROM THE ANIMAL WELFARE DONATIONS ACCOUNT TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

- § 1. WHEREAS, the Norman Animal Welfare Center often receives general, unsolicited donations for unspecified uses; and
- § 2. WHEREAS, the Norman Animal Welfare Center is currently over capacity and as of August 22, 2022, there were 233 animals sheltered there; and
- § 3. WHEREAS, the Animal Welfare Department has partnered with the Souris Valley Animal Shelter in North Dakota and Dog is My Copilot to transport animals out of the State of Oklahoma; and
- § 4. WHEREAS, the Animal Welfare Department has built a manifest of over 50 animals to be transported; and
- § 5. WHEREAS, the only cost that Norman Animal Welfare will incur is the cost of the kennels where the dogs will be placed prior to the flight.

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

- § 6. WHEREAS, it is recommended that \$4,225 be appropriated from Other Revenues/Animal Control (10-22431) to Other Supplies, Materials-Animal Supplies Miscellaneous (10660270-43115)

PASSED AND ADOPTED this 13th day of September, 2022.

Mayor

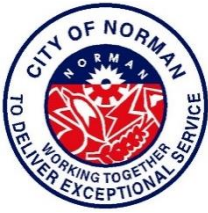
ATTEST:

City Clerk



File Attachments for Item:

26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY TAMMY LYNN ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF TAMMY L. ERICKSEN V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE 2021-06871 E AND DISMISSAL WITH PREJUDICE OF THE CLAIM FILED BY TAMMY L. ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION COURT STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF TAMMY L. ERICKSEN V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. 2022-15003 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION AND COURT OF EXISTING CLAIMS, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/13/2022

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-33: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY TAMMY LYNN ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *TAMMY L. ERICKSEN V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2021-06871 E AND DISMISSAL WITH PREJUDICE OF THE CLAIM FILED BY TAMMY L. ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION COURT STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *TAMMY L. ERICKSEN V. THE CITY OF NORMAN*, WORKERS' COMPENSATION CASE NO. 2022-15003 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION AND COURT OF EXISTING CLAIMS, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

BACKGROUND:

Tammy Ericksen filed Workers Compensation Commission Case 2021-06871 E with the Oklahoma Workers' Compensation Commission on November 19, 2021, alleging a single incident injury to the right hip, right knee, right shoulder, and back from a fall on uneven concrete in the Norman Police Department's parking lot on August 12, 2020. The City admitted this claim.

In addition, Ms. Ericksen filed Workers Compensation Case 2022-15003 K with the Oklahoma Workers' Compensation Court of Existing Claims on January 24, 2022, alleging cumulative trauma of hearing loss to both ears due to exposure to loud noises with date of awareness of July 1, 2012. This claim was denied by the City. Both cases proceeded through the normal litigation process.

Prior to trials being held, Ms. Ericksen has agreed to a settlement in CM-2021-06871 E for the total amount of \$70,000, which represents permanent partial disability to the whole body of 13% (\$16,380) for the right hip, 13% (\$16,380) for the right knee, 12% (\$15,120) for the right shoulder, 15% (\$18,900) for the back and \$3,200 for continued medical maintenance and to a dismissal with prejudice in WCC-2022-15003 K. This settlement is being recommended for consideration by the City Council.

DISCUSSION:

Mr. Ericksen is a former Communications Supervisor for the City of Norman's Emergency Communications Division of the Police Department. She was hired July 13, 1998 as a Communications Officer and promoted to Communications Supervisor June 20, 2008. Ms. Ericksen separated from employment on January 27, 2022.

Medical Treatment.

CM-2021-06871 E (Right Hip, Right Knee, Right Shoulder, and Back)

Due to worsening pain, Ms. Ericksen was seen at the Purcell Municipal Hospital Emergency Room the day following her on the job injury and was treated conservatively. She was then seen by Norman Regional Occupational Medicine on August 18, 2020 and prescribed physical therapy and sent for magnetic resonance imaging (MRIs) of the right knee, right hip, and lumbar spine on September 4, 2020 and right shoulder on November 2, 2020.

Due to MRI findings of the back, she was referred to orthopedic spine surgeon Dr. Hume. She was evaluated by Dr. Hume on September 15, 2020 and treated conservatively to include lumbar and sacroiliac joint focused physical therapy and sent for steroid injections October 27, 2020 and December 22, 2020.

For the right hip and right knee, she was referred to joint reconstructive specialist Dr. Maitino. She was initially evaluated by Dr. Maitino on December 3, 2020 and was sent for a high resolution MRI of the right hip on December 21, 2020. Due to MRI findings, surgical intervention of the right hip was recommended. She underwent right hip arthrotomy with labral repair on January 20, 2021 and was released maximal medical improvement (MMI) by Dr. Maitino on September 16, 2021.

She was referred to orthopedist Dr. Bobb for the right hip, right knee, and right shoulder and was evaluated September 22, 2020. She underwent a repeat MRI of the right knee on November 18, 2020 which revealed no tears in the meniscus or ACL and cartilage. She was treated conservatively to include a playmaker brace and multiple aspirations and steroid injections. Due to continued symptomology of the right knee, she underwent a repeat MRI which revealed chronic partial ACL tear. Due to MRI findings and failed conservative measures, surgical intervention was recommended. She underwent right knee arthroscopy on August 6, 2021 followed by postoperative physical therapy and was released MMI on October 28, 2021. On February 12, 2021, she underwent right shoulder arthroscopic surgery for a labrum tear followed by postoperative physical therapy. Due to continued symptomology of the right shoulder, she underwent a repeat MRI of the right shoulder on September 7, 2021 which revealed no tears. She was released MMI by Dr. Bobb regarding the right shoulder on November 4, 2021.

At Ms. Ericksen's request, she was then referred to neurosurgeon Dr. Nees for a second opinion regarding the back. She was evaluated by Dr. Nees on April 16, 2021 and surgical intervention was recommended. Ms. Ericksen underwent L4-5 lateral extraforaminal laminotomy, foraminotomy and discectomy on May 5, 2021 followed by postoperative home exercises and was released MMI on June 22, 2021.

WCC-2022-15003 K (Both Ears)

There were no medical records for this claim.

Issues for Trials.

In CM-2021-06871 E, there is no question Ms. Ericksen's injuries to right hip, right knee, right shoulder and back occurred while in the course of her employment with the City. In WCC-2022-15003 K, the City denied the injury to the ears. The primary issues to be tried before the Workers' Compensation Commission are the extent of Ms. Ericksen's injuries and whether the injuries were permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations.

CM-2021-06871 E (Right Hip, Right Knee, Right Shoulder, and Back)

Ms. Ericksen was evaluated by Lance Rosson, D.O. on December 29, 2021, regarding the above claim and opined a rating of 27 percent (\$34,020) permanent partial disability to the whole body regarding the back, 29 percent (\$36,540) permanent partial disability to the whole body regarding the right shoulder, 25 percent (\$31,500) permanent partial disability to the whole body regarding the right hip, 39 percent (\$37,537.50) permanent partial disability to the right knee as well as 30 percent (\$28,875) to the right arm/elbow and entitlements to continuing medical benefits in the nature of prescription medications on an as-needed basis as well as other treatment that her treating physician or further selected physicians might deem necessary and ongoing and continued medical maintenance due to implanted medical devices/prosthetic/instrumentation as part of her right hip surgery and rotator cuff repair that could potentially result in future issues and the need for additional surgical intervention.

She was then rated on April 18, 2022 by C.B. Pettigrew, D.O., the medical expert for the City. Dr. Pettigrew opined 7 percent (\$8,820) permanent partial disability to the lumbar spine, 2.3 percent (\$2,898) permanent partial disability to the right shoulder, 1.5 percent (\$1,890) permanent partial disability to the right hip, 2 percent (\$1,925) permanent partial disability to the right knee, 0 percent to the right arm. Continuing medical maintenance was not recommended. The City's maximum exposure for total PPD would be \$168,472.50.

WCC-2022-15003 K (Both Ears)

Both parties have agreed to a dismissal with prejudice prior to obtaining a medical rating for the ears.

Trials. Both cases proceeded through the normal litigation process; however, Ms. Ericksen has agreed to a settlement of the cases as outlined below. If trials were held in these cases, the Judge could determine nature and extent to her injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes CM-2021-06871 E in a lump sum payment of \$70,000 (less attorney fee) representing the settlement amount discussed above and dismisses WCC-2022-15003 K with prejudice. Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$2,100.00, representing (3%) of the permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission for CM-2021-06871.

It is felt that the settlement is fair and reasonable. A settlement in CM-2021-06871 E is beneficial to the City in that it is a full, final and complete settlement of any and all claims and closes out any continued medical treatment. This settlement is beneficial to Ms. Ericksen in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time. Dismissing WCC-2022-15003 K with prejudice is beneficial to the City in that it closes out the claim.

Furthermore, if the cases are settled in this manner, the City would incur additional costs and fees of:

CM-2021-06871 E (Right Hip, Right Knee, Right Shoulder, and Back)

Workers' Compensation Administration Fund Tax in the amount of \$1,400.00; Special Occupational Health & Safety Tax in the amount of \$525.00; and Workers Comp Commission Filing fee in the amount of \$140. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

CM-2022-15003 K (Both Ears)

Workers Compensation Court of Existing Claims filing fee in the amount of \$140.00.

These additional costs and fees total \$2,359.14, which brings the total cost of this settlement to the City to \$72,359.14. Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

For the reasons outlined above, it is believed the settlement and dismissal with prejudice is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Ms. Ericksen and her attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq*. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

ERICKSEN, Tammy L.

CM 2021-06871 E (R. Hip, R. Knee, R. Shldr, & Back)

SS# XXX-X4-9323

City Council Date 9/13/22

Atty:Bob Burke

Trial Date:N/A Order Date: N/A

DOH:7/13/98 Separation (if applicable): 1/27/22 (Retired)

RTW: NA MMI: 6/22/21 (Bk), 11/4/21 (R. Shldr), R Hip (9/16/21) & Knee (10/28/21)

Date of Injury: 8/12/20 (SI)

PPD Wage: \$350

Memo

Resolution R-2223-33

Purchase Requisitions

Permanent Partial Disability Settlement

\$16,380.00	13% Body as a Whole (R. Hip)
\$16,380.00	13% Body as a Whole (R. Knee)
\$15,120.00	12% Body as a Whole (R. Shldr)
\$18,900.00	15% Body as a Whole (Back)
<u>\$3,220.00</u>	CMM

Total PPD

\$70,000.00

Attorney Fees

\$ 10,043.00

Net to Claimant

(\$59,957.00)

Total PPD Settlement

\$70,000.00

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

(\$2,100.00)

43330102-42134

Net to Attorney & Claimant (Less MITF)

67,900.00

43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund (2% of PPD)

\$ 1,400.00

Vendor

2267

43330102-42133

Occupational & Health Trust Fund (0.75%)

\$ 525.00

1950

43330102-42135

Filing Fee - Workers Compensation Commission

\$ 140.00

12122

43330102-44704

\$ 2,065.00

Filing Fee - Cleveland County District Court

\$ 154.14

434

43330102-44703

\$2,219.14

Total Settlement Cost (PPD, TTD, Costs)

\$72,219.14

Settlement forms:

IF Compromise Settlement

11

Filed in WCC

x

Filed in Dist.Ct.

Affidavit of Foreign Judgment

4

x

Assignment of Judgment

4

x

Checks with case name on them

1

Certificate of Mailing

3

x

File Closing procedure

Send Tax Roll Memo to Finance (1st) w/Agenda Approval

Send in Taxes to Tax Commission

Send filing fee to Comp Court

Mail Certified Copy of JP or CS - Mail to all providers

File Affidavit & Assignment in District Court

Send Tax Roll Memo to Finance (1nd) w/Aff & Assignment

Final Letter to Attorney (Sending Aff/Assignment)

Log onto Legal's tracking spreadsheet (Legal/WC/Audits)

Index in file list & place in storage

Send Closing Letter to Claimant's Attorney

Completion

Date

ERICKSEN, Tammy L.

WCC 2022-15003 K (Both Ears)

SS# XXX-X4-9323

City Council Date 9/13/22

Atty: Bob Burke

Trial Date: N/A Order Date: N/A

DOH: 7/13/98 Separation (if applicable): 1/27/22 (Retired)

RTW: NA MMI: NA

Date of Injury: (DOA 7-1-12)

PPD Wage: \$323

Memo

Resolution R-2223-33

Purchase Requisitions

Permanent Partial Disability Settlement

\$0.00 Dismissal w/ Prejudice

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund (2% of PPD)

Occupational & Health Trust Fund (0.75%)

Filing Fee - Workers Compensation Court of Existing Claims

Filing Fee - Cleveland County District Court

	\$	Vendor	
	-	2267	43330102-42133
	-	1950	43330102-42135
	140.00	2268	43330102-44704
	140.00		
		434	43330102-44703

Total Settlement Cost (PPD, TTD, Costs)

\$140.00

Settlement forms:

IF Compromise Settlement

Affidavit of Foreign Judgment

Assignment of Judgment

Checks with case name on them

Certificate of Mailing

	<u>Copies</u>	Filed in WCC	Filed in Dist.Ct.
	11	x	
	4		x
	4		x
	1		
	3	x	

File Closing procedure

Send Tax Roll Memo to Finance (1st) w/Agenda Approval

Send in Taxes to Tax Commission

Send filing fee to Comp Court

Mail Certified Copy of JP or CS - Mail to all providers

File Affidavit & Assignment in District Court

Send Tax Roll Memo to Finance (1nd) w/Aff & Assignment

Final Letter to Attorney (Sending Aff/Assignment)

Log onto Legal's tracking spreadsheet (Legal/WC/Audits)

Index in file list & place in storage

Send Closing Letter to Claimant's Attorney

Completion
Date

R-2223-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY TAMMY LYNN ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *TAMMY L. ERICKSEN V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2021-06871 E AND DISMISSAL WITH PREJUDICE OF THE CLAIM FILED BY TAMMY L. ERICKSEN UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION COURT STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF TAMMY L. ERICKSEN V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. 2022-15003 K; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION AND COURT OF EXISTING CLAIMS, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, TAMMY L. ERICKSEN a former Communications Supervisor for the Norman Police Department alleged a single incident injury to the right hip, right knee, right shoulder, and back on August 12, 2020 from a fall on uneven concrete in the Norman Police Department's parking lot and a cumulative injury of hearing loss to both ears with date of awareness of July 1, 2012 due to exposure to loud noises; and
- §2. WHEREAS, the City of Norman has negotiated settlement for these two (2) claims of TAMMY L. ERICKSEN against the City of Norman, under the Workers' Compensation Statutes for a total of \$70,000, which represents 13% (\$16,380) for the right hip, 13% (\$16,380) for the right knee, 12% (\$15,120) for the right shoulder, 15% (\$18,900) for the back and \$3,200 for continued medical maintenance on Case No. CM-2021-06871 E; and dismissal with prejudice on Case No. WCC-2022-15003 K (Both Ears) to be paid in a lump sum settlement to Ms. Ericksen and such settlement is believed to be fair and reasonable; and



- §3. WHEREAS, the City shall incur additional costs for the settlement for payment for Workers Compensation Commission Case No. 2021-06871 E (right hip, right knee, right shoulder, and back) to the Workers' Compensation Administration Fund in the amount of \$1,400 and the Special Occupational Health and Safety Fund in the amount of \$525; filing fees in the Workers' Compensation Court in the amount of \$140 in each case to include Workers' Compensation Court of Existing Claims case No. 2022-15003 K (Both Ears); and a filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and
- §5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and
- §6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

- §7. That the Legal Department is authorized to enter into settlement with one TAMMY L. ERICKSEN for not more than \$70,000 for any and all claims that she has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and
- §8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Commission, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and
- §9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

R-2223-33

PASSED AND ADOPTED this _____ day of September, 2022.

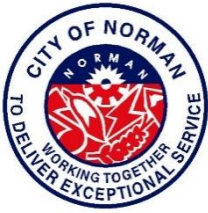
Mayor

ATTEST:

City Clerk

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 9/13/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

BACKGROUND:

In August 2015, the City of Norman, together with other interested Central Oklahoma municipalities, formed the Regional Transit Authority Task Force of the Association of Central Oklahoma Governments (ACOG) for the purpose of developing a Regional Transportation Authority (RTA). Over the following three years, the Task Force diligently studied the development of the RTA including the structure, design, and rules of operation; the geographic boundaries, districting, and rules of modification; the form of government and board representation; the organizational structure and staffing; and the structure of the relationship among the RTA and existing transit systems.

The Task Force unanimously approved the draft of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma on September 27, 2018. This would serve to create the Regional Transportation Authority under the provisions of Title 68, Oklahoma Statutes 2014, § 1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma.

The Council of the City of Norman passed and adopted a resolution (R-1819-42) on October 23, 2018, in support of adopting the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma and creating the Regional Transportation Authority. This resolution stated the purpose of the RTA as planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

Initially there were six municipalities designated as beneficiaries of the trust: Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City.

DISCUSSION:

On December 14, 2022, the City of Midwest City followed procedures in Article X, Annexation and Withdrawal, of the original trust indenture to withdraw from the RTA. The cities of Moore and Del City then followed the same course of action on June 6, 2021 and June 21, 2022, respectively.

At the June 15, 2022, regular meeting of the RTA Board of Directors a resolution was passed authorizing the Interim Executive Director of the RTA, Jason Ferbrache, to facilitate the consideration of amending the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma. Mr. Ferbrache provided a proposed revision of the document to the City Manager on August 24, 2022, for the review and approval of Council. Each remaining member city will need to approve of the revised agreement before it can be ratified and enacted by the RTA.

The revision amendment acknowledges the changes in membership, increases the number of appointed Directors to the Board by one for the remaining members, and modifies the weighted vote percentages. This is in accordance with the current version of this governing document which requires that *"In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions."* (RTA Trust Agreement and Indenture, Article X, Section 6 Reapportionment)

RECOMMENDATION:

Staff recommends approval of resolution R-2223-34 approving the amendment and restatement of the Regional Transportation Authority of Central Oklahoma Trust Agreement and Indenture.

R-2223-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

- § 1. WHEREAS, on October 23, 2018, The Council of The City of Norman approved a Resolution authorizing the execution of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma (“RTA”) with the cities of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City as initial beneficiaries; and
- § 2. WHEREAS, on February 20, 2019, the Trust Agreement and Indenture was filed with the Oklahoma Secretary of State, thus creating a regional transportation district to be governed by the RTA for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district, to include Norman; and
- § 3. WHEREAS, the RTA Board of Directors desire to amend the Trust Agreement and Indenture of the RTA to account for the withdrawal of Moore, Midwest City, and Del City as members and for each remaining member—Oklahoma City, Edmond, and Norman—to appoint one additional director.

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

- § 4. THAT the amended and restated Trust Agreement and Indenture of the RTA is hereby approved.

PASSED AND ADOPTED this 13th day of September, 2022.

Mayor

ATTEST:

City Clerk

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE

THIS AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the ___ day of _____, 2022, by the governing city councils of Oklahoma City, Edmond, and Norman, hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity of trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, and Norman and upon the following trusts, terms and conditions herein stated.

ARTICLE I
CREATION OF TRUST

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

ARTICLE II
NAME

The name of this Trust is "Regional Transportation Authority of Central Oklahoma." Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III
DEFINITIONS

- A. "Beneficiaries" means the member cities, towns, or counties that comprise the Authority.
- B. "Board" means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. "Bus rapid transit" means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. "Commission" means the Oklahoma Tax Commission.
- E. "Commuter rail" means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.
- F. "Complementary paratransit transportation services" means comparable transportation services required by the Federal Transit Administration to comply with the Americans with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed- route services.
- G. "Director" means a board member.
- H. "Fiscal year" means the time period between July 1 of a calendar year through June 30 of the following calendar year.
- I. "Light rail transit" means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- J. "Member jurisdiction" means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.
- K. "Operation" includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.
- L. "Public transportation" means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or

special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.

- M. "Public transportation facilities" means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment, work instrumentalities, and real and personal property and rights used or useful for public transportation.
- N. "Public transportation provider" means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.
- O. "Public transportation system" means a system of providing public transportation and public transportation facilities to individuals.
- P. "Regional district" means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.
- Q. "Streetcar" means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.
- R. "Trust" means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May 2014.
- S. "Unit of election" means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

ARTICLE IV
BENEFICIARIES OF TRUST

- 4.1 Beneficiaries. The jurisdictions of Oklahoma City, Edmond, and Norman, are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 Rights of Beneficiaries. The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right

whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

ARTICLE V
PURPOSES OF TRUST

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to comply with the terms and conditions of any such lease.
- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI
DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. Three Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. Two Directors shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. Two Directors shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.
- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of the Directors shall be appointed for a term of two years and the two of the Directors shall be appointed for a term of four years. For the Directors appointed Edmond, one of the Directors shall be appointed for a term of two years and one of the Directors shall be appointed for a term of four years. For the Directors appointed Norman, one of the Directors shall be

appointed for a term of two years and one of the Directors shall be appointed for a term of four years.

- c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
- d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
- e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
- f. A Director may continue to serve until a successor is appointed and qualified.

6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.

6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.

6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.

6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of article XV of the state constitution of Oklahoma.

6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.

6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical

rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:

- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
- b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
- c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.
- d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

- e. When applicable, votes shall be weighted as follows:

City	Members	Weighted Vote
Oklahoma City (1)	1	18.667%
Oklahoma City (2)	1	18.667%
Oklahoma City (3)	1	18.667%
Norman (1)	1	11.00%
Norman (2)	1	11.00%
Edmond (1)	1	11.00%
Edmond (2)	1	11.00%

- f. The following matters require approval by a 67% weighted vote:

- Pledge assets
- Approve budget
- Major service change
- Determine tax rate to be placed on ballot
- Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot

- g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.

- h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.

- i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of 2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors

and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

ARTICLE VII

POWERS AND DUTIES OF THE DIRECTORS

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:
- a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
 - b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
 - c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;
 - d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;
 - e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
 - f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the

financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

- ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and
 - iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.
- g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:
- i. Committing current year funds, future tax revenues, or cancellation charges; and
 - ii. Making the contract subject to the future availability of funds.
- h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates, and feasibility reports as are required in the opinion of the Directors;
- i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;
- j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;
- k. To accept a grant or loan from any person; and
- l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.
- 7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness

to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

- 7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.
- 7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.
- 7.7 To operate a public transportation system:
- a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;
 - b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately- owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
 - c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
 - d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
 - e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.
- 7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.
- 7.9 To use or alter a railroad with the permission of the railroad.
- 7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to

enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
- a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and contract disputes, and other aspects of the procurement process for domestic and international contracts;
 - c. Establish appropriate personnel policies, procedures, and benefit systems;
 - d. Employ such persons as are necessary to operate the business of the Authority;
 - e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
 - f. Adopt a seal;
 - g. Establish a complete system of accounts;

- h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and
- i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.

7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII
DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX
TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.
- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X
ANNEXATION AND WITHDRAWAL

10.1 Addition of City, Town, or County by Election or Annexation

- a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:
 - i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
 - ii. the unit of election does not divide an election precinct;
 - iii. prior to the effective date of the admission of the territory into the regional district of the Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
 - iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority; and
 - v. a majority of the votes cast in the election favor the proposition.
- b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.
- c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:
 - i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
 - ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C)(ii)(a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.

- iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.
- iv. The board shall determine the amount of each component of the computations required under this section, including the components of the units apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
- d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

- a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:
 - i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
 - ii. a map of the Authority showing clearly the territory added.
- b. The board of the Authority shall send the order, which must include the effective date of the tax, and map required under Section 10.2(a)(ii) to the Commission by certified or registered mail.
- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.
- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.
- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.
- c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:
 - i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
 - ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
 - iii. certify to the Commission the total financial obligation of the unit to the Authority.
- d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:
 - i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and

- ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.
- e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.
- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
 - i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;
 - iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;

- iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
- d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
- e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

ARTICLE XI
FINANCIAL PROVISIONS

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.

- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

ARTICLE XII
AMENDMENT OF TRUST INDENTURE

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

ARTICLE XIII
TERMINATION OF TRUST

13.1 This Trust shall terminate:

- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
- b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.

13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the

moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

ARTICLE XIV
ACCEPTANCE OF TRUST

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on their part to be performed.

APPROVED by the City of Edmond this _____ day of _____, 2022.

THE CITY OF EDMOND

Scot Rigby, Mayor

ATTEST:

City Clerk

REVIEWED for form and legality.

Municipal Counselor

APPROVED by the City of Norman this _____ day of _____, 2022.

THE CITY OF NORMAN

Larry Heikkila, Mayor

ATTEST:

City Clerk

REVIEWED for form and legality.

Municipal Counselor

APPROVED by the City of Oklahoma City this _____ day of _____, 2022.

THE CITY OF OKLAHOMA CITY

David Holt, Mayor

ATTEST:

City Clerk

REVIEWED for form and legality.

Municipal Counselor

REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA

AMENDED AND RESTATED TRUST AGREEMENT AND
INDENTURE

THIS AMENDED AND RESTATED TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the 20th day of February, ~~2022~~February 2019, by the governing city councils of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City~~, hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity ~~as of~~ trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City~~, and upon the following trusts, terms and conditions herein stated.

ARTICLE I
CREATION OF TRUST

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

ARTICLE II
NAME

The name of this Trust is “Regional Transportation Authority of Central Oklahoma.” Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III DEFINITIONS

- A. “Beneficiaries” means the member cities, towns, or counties that comprise the Authority.
- B. “Board” means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. “Bus rapid transit” means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. “Commission” means the Oklahoma Tax Commission.
- E. “Commuter rail” means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.
- ~~F.~~ F. “Complementary paratransit transportation services” means comparable transportation services required by the Federal Transit Administration to comply with the ~~American’s~~ Americans with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed- route services.
- ~~F.G.~~ F.G. “Director” means a board member.
- ~~G.H.~~ G.H. “Fiscal year” means the time period between July 1 of a calendar year through June 30 of the following calendar year.
- ~~H.I.~~ H.I. “Light rail transit” means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- ~~I.J.~~ I.J. “Member jurisdiction” means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.

J.K. "Operation" includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.

K.L. "Public transportation" means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.

L.M. "Public transportation facilities" means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment, work instrumentalities, and real and personal property and rights used or useful for public transportation.

M.N. "Public transportation provider" means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.

N.O. "Public transportation system" means a system of providing public transportation and public transportation facilities to individuals.

O.P. "Regional district" means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.

P.Q. "Streetcar" means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.

Q.R. "Trust" means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May 2014.

R.S. "Unit of election" means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

ARTICLE IV
BENEFICIARIES OF TRUST

- 4.1 Beneficiaries. The jurisdictions of Oklahoma City, Edmond, and Norman, ~~Moore, Midwest City, and Del City,~~ are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 Rights of Beneficiaries. The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

ARTICLE V
PURPOSES OF TRUST

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to comply with the terms and conditions of any such lease.
- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.
- 5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI
DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. ~~Three~~Two Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. ~~One~~Two Director shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. ~~One~~Two Director shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.
- d. ~~One Director shall be appointed by the Mayor of Moore, subject to the approval of the governing board of the City of Moore.~~
- e. ~~One Director shall be appointed by the Mayor of Del City, subject to the approval of the governing board of the City of Del City.~~
- f. ~~One Director shall be appointed by the Mayor of Midwest City, subject to the approval of the governing body of the City of Midwest City.~~

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.
- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of the Directors shall be appointed for a term of two years and the two ~~second~~ of the Directors shall be appointed for a term of four years. For the ~~remaining~~ Directors appointed Edmond, one of the Directors shall be appointed for a term of two years and one of the Directors shall be appointed for a term of four years. For the Directors

~~appointed Norman, one of the Directors shall be appointed for a term of two years and one of the Directors shall be appointed for a term of four years. by the municipalities under Section 6.1 (b) — (ef), the Directors appointed under section 6.1 (b) and, (d), and (f) shall be appointed for an initial term of two years and the Directors appointed under section 6.1 (c) and (e) shall be appointed for an initial term of four years.~~

- c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
 - d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
 - e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
 - f. A Director may continue to serve until a successor is appointed and qualified.
- 6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.
- 6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.
- 6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.
- 6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of article XV of the state constitution of Oklahoma.
- 6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.
- 6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not

make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:

- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
- b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
- c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.
- d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

e. When applicable, votes shall be weighted as follows:

City	Members	Weighted Vote
Oklahoma City (1)	1	18.66726%
Oklahoma City (2)	1	18.66726%
Oklahoma City (3)	1	18.667%
Norman (1)	1	1411.00%
Norman (2)	1	11.00%
Edmond (1)	1	11.0014%
Edmond (2)	1	11.00%
Moore	1	106.6%
Midwest City	1	6.6%
Del City	1	106.6%

f. The following matters require approval by a 67% weighted vote:

- Pledge assets
- Approve budget
- Major service change
- Determine tax rate to be placed on ballot
- Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot

g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.

h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.

i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of 2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

- j. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

ARTICLE VII
POWERS AND DUTIES OF THE DIRECTORS

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:
 - a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
 - b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
 - c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;
 - d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;

- e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
- f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;
 - ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and
 - iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.
- g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:
 - i. Committing current year funds, future tax revenues, or cancellation charges; and
 - ii. Making the contract subject to the future availability of funds.
- h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates, and feasibility reports as are required in the opinion of the Directors;

- i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;
 - j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;
 - k. To accept a grant or loan from any person; and
 - l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.
- 7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.
- 7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.
- 7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.

- 7.7 To operate a public transportation system:
- a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;
 - b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately- owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
 - c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
 - d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
 - e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.
- 7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.
- 7.9 To use or alter a railroad with the permission of the railroad.
- 7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any suitor action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
- a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and contract disputes, and other aspects of the procurement process for domestic and international contracts;
 - c. Establish appropriate personnel policies, procedures, and benefit systems;
 - d. Employ such persons as are necessary to operate the business of the Authority;
 - e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
 - f. Adopt a seal;
 - g. Establish a complete system of accounts;
 - h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and

- i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.
- 7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII
DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX
TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.
- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X
ANNEXATION AND WITHDRAWAL

- 10.1 Addition of City, Town, or County by Election or Annexation
 - a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:

- i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
- ii. the unit of election does not divide an election precinct;
- iii. prior to the effective date of the admission of the territory into the regional district of the Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
- iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority;
and
- v. a majority of the votes cast in the election favor the proposition.

- b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.

- c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:
 - i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
 - ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C)(ii)(a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
 - iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.
 - iv. The board shall determine the amount of each component of the computations required under this section, including the components of the units apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

- d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

- a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:
 - i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
 - ii. a map of the Authority showing clearly the territory added.
- b. The board of the Authority shall send the order, which must include the effective date of the tax, and map required under Section 10.2(a)(ii) to the Commission by certified or registered mail.
- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.
- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.

- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.

- c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:
 - i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
 - ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
 - iii. certify to the Commission the total financial obligation of the unit to the Authority.

- d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:
 - i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and
 - ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.

- e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.
- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
 - i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;
 - iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;

- iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
- d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
- e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

ARTICLE XI FINANCIAL PROVISIONS

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.

- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

ARTICLE XII AMENDMENT OF TRUST INDENTURE

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

ARTICLE XIII TERMINATION OF TRUST

13.1 This Trust shall terminate:

- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
- b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.

13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

- 13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

ARTICLE XIV
ACCEPTANCE OF TRUST

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on their part to be performed.

[The remainder of this page intentionally left blank.]

APPROVED by the governing city councils and mayors of the member jurisdictions.

~~CITY OF DEL CITY~~

CITY OF EDMOND

CITY OF NORMAN

OKLAHOMA CITY

R-1819-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING EXECUTION OF THE TRUST AGREEMENT AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA.

- §1. WHEREAS, the City of Norman, Oklahoma, together with other interested Central Oklahoma municipalities, formed the Regional Transit Authority Task Force (Task Force) of the Association of Central Oklahoma Governments (ACOG) for the purpose of developing a Regional Transportation Authority (RTA); and
- §2. WHEREAS, the Task Force has worked diligently since August 2015 to study the issues involved in developing an RTA including the structure, design, and rules of operation of the RTA; the geographic boundaries, districting, and rules of modification of the RTA; the form of government and board representation on the RTA; the organizational structure and staffing for the RTA; and the structure of the relationship among the RTA and existing transit systems; and
- §3. WHEREAS, on September 27, 2018, the Task Force unanimously approved the draft Trust Agreement and indenture of the Regional Transportation Authority of Central Oklahoma which will serve to create the RTA; and
- §4. WHEREAS, the Council has had the opportunity to consider the draft Trust Agreement and indenture of the Regional Transportation Authority of Central Oklahoma;
- NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:
- §5. That the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma which will serve to create the RTA under the provisions of Title 68, Oklahoma Statutes 2014, § 1370.7; Title 60, Oklahoma Statutes § 176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district is the result of a long, deliberate, and collaborative process among the Central Oklahoma municipalities and should be adopted.



R-1819-42

PASSED AND ADOPTED this 23rd day of October, 2018.

[Signature]
Mayor

ATTEST:

[Signature: Brenda Hall]
City Clerk

APPROVED as to form this 23rd day of October, 2018.

[Signature]
City Attorney



**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA
TRUST AGREEMENT AND INDENTURE**

THIS TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the 20th day of February 2019, by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity as trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, and upon the following trusts, terms and conditions herein stated.

**ARTICLE I
CREATION OF TRUST**

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and

operating transportation projects located within the boundaries of the regional transportation district.

ARTICLE II NAME

The name of this Trust is “**Regional Transportation Authority of Central Oklahoma.**” Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

ARTICLE III DEFINITIONS

- A. “**Beneficiaries**” means the member cities, towns, or counties that comprise the Authority.
- B. “**Board**” means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. “**Bus rapid transit**” means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. “**Commission**” means the Oklahoma Tax Commission.
- E. “**Commuter rail**” means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.
- F. “**Complementary paratransit transportation services**” means comparable transportation services required by the Federal Transit Administration to comply with the American’s with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed- route services. “Director” means a board member.
- G. “**Fiscal year**” means the time period between July 1 of a calendar year through June 30 of the following calendar year.

- H. **"Light rail transit"** means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- I. **"Member jurisdiction"** means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.
- J. **"Operation"** includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.
- K. **"Public transportation"** means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.
- L. **"Public transportation facilities"** means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment, work instrumentalities, and real and personal property and rights used or useful for public transportation.
- M. **"Public transportation provider"** means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.
- N. **"Public transportation system"** means a system of providing public transportation and public transportation facilities to individuals.

- O. **“Regional district”** means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.
- P. **“Streetcar”** means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.
- Q. **“Trust”** means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May 2014.
- R. **“Unit of election”** means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

ARTICLE IV BENEFICIARIES OF TRUST

- 4.1 **Beneficiaries.** The jurisdictions of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 **Rights of Beneficiaries.** The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

**ARTICLE V
PURPOSES OF TRUST**

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to comply with the terms and conditions of any such lease.
- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.

- 5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. Two Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. One Director shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. One Director shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.
- d. One Director shall be appointed by the Mayor of Moore, subject to the approval of the governing board of the City of Moore.
- e. One Director shall be appointed by the Mayor of Del City, subject to the approval of the governing board of the City of Del City.
- f. One Director shall be appointed by the Mayor of Midwest City, subject to the approval of the governing body of the City of Midwest City.

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.

- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of the Directors shall be appointed for a term of two years and the second of the Directors shall be appointed for a term of four years. For the remaining Directors appointed by the municipalities under Section 6.1 (b) - (f), the Directors appointed under section 6.1 (b), (d), and (f) shall be appointed for an initial term of two years and the Directors appointed under section 6.1 (c) and (e) shall be appointed for an initial term of four years.
 - c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
 - d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
 - e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
 - f. A Director may continue to serve until a successor is appointed and qualified.
- 6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.
- 6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.
- 6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.

- 6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of article XV of the state constitution of Oklahoma.
- 6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.
- 6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:
- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
 - b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
 - c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.
- d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

- e. When applicable, votes shall be weighted as follows:

Tier	City	Members	Weighted Vote
Tier I	Oklahoma City (1)	1	26%
Tier I	Oklahoma City (2)	1	26%
Tier II	Norman	1	14%
Tier II	Edmond	1	14%
Tier III	Moore	1	6.6%
Tier III	Midwest City	1	6.6%
Tier III	Del City	1	6.6%

- f. The following matters require approval by a 67% weighted vote:
- Pledge assets
 - Approve budget
 - Major service change
 - Determine tax rate to be placed on ballot
 - Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot
- g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.
- h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.
- i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of 2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

- j. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

**ARTICLE VII
POWERS AND DUTIES OF THE DIRECTORS**

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:
 - a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
 - b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
 - c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;

- d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;
- e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
- f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;
 - ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and
 - iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.
- g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:
 - i. Committing current year funds, future tax revenues, or cancellation charges; and

- ii. Making the contract subject to the future availability of funds.
 - h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Directors;
 - i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;
 - j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;
 - k. To accept a grant or loan from any person; and
 - l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.
- 7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.
- 7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.
- 7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.

- 7.7 To operate a public transportation system:
- a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;
 - b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately- owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
 - c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
 - d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
 - e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.
- 7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.
- 7.9 To use or alter a railroad with the permission of the railroad.
- 7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any suitor action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or

employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
- a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and contract disputes, and other aspects of the procurement process for domestic and international contracts;
 - c. Establish appropriate personnel policies, procedures, and benefit systems;
 - d. Employ such persons as are necessary to operate the business of the Authority;

- e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
 - f. Adopt a seal;
 - g. Establish a complete system of accounts;
 - h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and
 - i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.
- 7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things

of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.

- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X ANNEXATION AND WITHDRAWAL

- 10.1 Addition of City, Town, or County by Election or Annexation
- a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:
- i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
 - ii. the unit of election does not divide an election precinct;
 - iii. prior to the effective date of the admission of the territory into the regional district of the Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
 - iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority; and
 - v. a majority of the votes cast in the election favor the proposition.

- b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.

- c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:
 - i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
 - ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C)(ii)(a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
 - iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.
 - iv. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

- d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

- a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:
 - i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
 - ii. a map of the Authority showing clearly the territory added.
- b. The board of the Authority shall send the order, which must include the effective date of the tax, and map required under Section 10.2(a)(ii) to the Commission by certified or registered mail.
- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.

- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.
- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.
- c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:
 - i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
 - ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
 - iii. certify to the Commission the total financial obligation of the unit to the Authority.
- d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:

- i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and
 - ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.
- e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.
- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.

- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
- i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;
 - iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;
 - iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
- d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

- e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

ARTICLE XI FINANCIAL PROVISIONS

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.
- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

**ARTICLE XII
AMENDMENT OF TRUST INDENTURE**

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

**ARTICLE XIII
TERMINATION OF TRUST**

- 13.1 This Trust shall terminate:
- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
 - b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.
- 13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.
- 13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

**ARTICLE XIV
ACCEPTANCE OF TRUST**

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on their part to be performed.

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APPROVED by the governing city councils and mayors of the member jurisdictions.

CITY OF DEL CITY:

Brian Linley
Brian Linley, Mayor

Melissa Jones
City Clerk

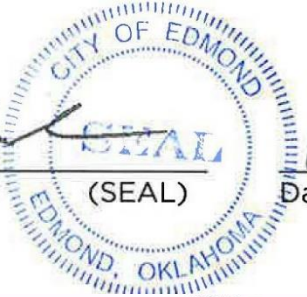


3-4-19
Date

CITY OF EDMOND:

Elizabeth S. Waner
Elizabeth Waner, Mayor

[Signature]
City Clerk



03-05-2019
Date

CITY OF MIDWEST CITY:

Matt Dukes
Matt Dukes, Mayor

[Signature]
City Clerk



3.4.19
Date

CITY OF MOORE:

Glenn Lewis
Glenn Lewis, Mayor

[Signature]
City Clerk



Dec. 17, 2018
Date

CITY OF NORMAN:

Lynne Miller
Lynne Miller, Mayor

[Signature]
City Clerk



10-23-18
Date

CITY OF OKLAHOMA CITY:

David Holt
David Holt, Mayor

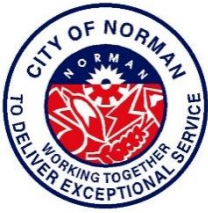
[Signature]
City Clerk



11-20-18
Date

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2223-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2023 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/05/2022

REQUESTER: Kathryn L. Walker

PRESENTER: Kathryn L. Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2223-35: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2023 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

Resolution R-2223-35 and Ordinance O-2223-12 relate to the implementation of the final year of a ten-year Business Improvement District (BID) Plan that was first requested by the property owners within the University North Park (UNP) development in 2012. The UNP BID Plan provides \$2 million over a ten-year period (\$200,000 per year) to maintain and enhance the use of Legacy Park and Legacy Trail, provide for entrances into the UNP District, and further stimulate economic development in the District. The Resolution gives formal notice to the current Property Owners within the BID District of the proposed assessments for this 10th year of the BID Plan.

The Project Plan for the University North Park (UNP) Tax Increment Finance (TIF) District (Ordinance 0506-66; adopted May, 2006) provided for the development of Legacy Park. Development Agreement Number 3 (“DA3”; Contract K-0708-76; approved October 16, 2007) provided an outline for Legacy Park Development, construction, and future maintenance. Under that agreement, the Developer was required to donate the Park property to the City, the City would then construct the Park using UNP TIF Revenues, and the Developer would then maintain the Park (excluding capital maintenance items). DA3 also provided for \$900,000 in TIF revenues to serve as Development Assistance for the purpose of helping to establish a viable maintenance matching fund for the Park.

The Legacy Park design was completed in the fall of 2009. The Park design, by Howard-Fairbairn Associates and accepted by the Norman Tax Increment Finance Authority (NTIFA)/Council, was recognized by the American Society of Landscape Architecture as the recipient of the Central States Design Honor Award.

Development Agreement Number 5, (“DA5”; Contract K-1112-125; approved May 7, 2012)

solidified funding for Legacy Park construction and solidified the Legacy Park and Legacy Trail maintenance structure, utilizing the \$900,000 in Development Assistance referenced in DA3 in a BID format to leverage those funds with \$1.1 million in matching funding, ultimately to be provided from BID District property owner assessments. University Town Center LLC (the "Developer") and University North Park, LLC (a wholly owned subsidiary of the OU Foundation and owner of most of the portion of the University North Park development north of Rock Creek Road) agreed to request that the City create a Business Improvement District (BID) to provide matching funding for maintenance for both Legacy Park and the portions of Legacy Trail within University North Park. The \$900,000 in Development Assistance referenced in DA3 was structured to provide BID funding of \$200,000 per year through allocation of a combination of TIF funds and BID assessments, over the ten year life of the BID.

The first year started with a \$200,000 TIF Fund allocation. The second year was composed of a total \$25,000 BID assessment and a \$175,000 TIF Fund allocation. The third and subsequent years increased the BID assessment by \$25,000 per year and reduced the TIF Fund allocation by \$25,000 each year until a total of \$2,000,000 is provided for BID maintenance and improvements over the ten-year period.

In June of 2014, the City received a petition from more than 80% of the property owners in University North Park requesting the BID be created. Council adopted Resolution R-1415-11 creating the University North Park Business Improvement District, in July 2014. Ordinance O-1415-4 was later approved, adopting the assessment roll as proposed. Once the BID was created, this same process of notice of assessments to later be followed by an assessment Ordinance was followed in July and August of 2015 to levy a \$50,000 assessment to the BID property owners. This year, in Resolution R-2223-35 the notice process is beginning which will ultimately culminate in an assessment Ordinance for Council to consider on September 27, 2022 to levy a \$200,000 assessment to the BID property owners.

These assessments and processes are all in accordance with the Original UNP BID Plan referenced in DA5 and the original BID Petition presented to City Council in 2014, as well as the Amended and Restated Master Operating and Development Agreement and the 2019 UNP TIF Project Plan Amendments. Because the assessments vary from year to year based upon the TIF revenue's declining annual contribution and the corresponding increase in the property owner's contribution to the BID, the City must hold a hearing on the proposed assessments each year. Adjustment in the assessments to individual properties within the BID on an annual basis is also necessary because as additional development in the district occurs, the pro-rata share of the property owner's cost will change with changes those annual changes in the number and value of properties within the BID area.

DISCUSSION:

Resolution R-2223-35 acknowledges receipt by the City Clerk of the 2023 University North Park Business Improvement District Assessment Roll and corresponding Assessment Plat. The Resolution also authorizes the Clerk to provide notice to the property owners in the District of a hearing on the assessments on September 27, 2022 at 6:30 p.m. This process also requires an Ordinance (proposed as Ordinance O-2223-12) officially levying the assessments and granting the City authority to place a lien on property if assessments are not paid. The \$200,000 assessed and collected last fiscal year was included in the budget for Legacy Park maintenance in fiscal year 2022-2023 (FYE 23). Similarly, the \$200,000 in assessments that will be levied and collected this fiscal year will be included in the budget for FYE 24. On September 27, 2022,

the ordinance allowing the levy and collection of the \$200,000 will be placed on the Agenda for 2nd Reading following the public hearing on the assessments.

With this 10th year of the BID Plan, a total of \$2,000,000 will have been set aside for BID activities. The proceeds from the BID have been utilized for Legacy Park maintenance by a third-party landscaping company, including restroom maintenance; holiday decorations; and Legacy Park fountain maintenance. Additionally, the UNP BID Board of Directors recommended, and Council approved the use of BID funds up to \$196,000, leveraged with UNP developer funds, for the design and construction of entrances into the UNP BID District at Robinson Street. The UNP BID Board has also worked on Legacy Park Use Policies as well as exploration of Public / Private partnerships to enhance park utilization. The BID Board meets quarterly to consider these and related matters, and may consider renewal of the UNP BID in the future.

RECOMMENDATION:

Staff recommends approval of Resolution R-2223-35.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

- § 1. WHEREAS, Title 11, Section 39-103.1 of the Oklahoma Statutes allows cities to create districts and levy assessments for the purpose of “providing or causing to be provided any maintenance, cleaning, security, shuttle service, upkeep, marketing, management, or other services which confer special benefits upon property within the district by preserving, enhancing or extending the value or usefulness.....” of parks, recreational facilities, streets, parking and other facilities by landscaping or planting trees, shrubs and other plants; and
- § 2. WHEREAS, a petition requesting the creation of the University North Park Business Improvement District and containing the signatures of over fifty percent (50%) of the property owners in the proposed district has been filed with the City Clerk; and
- § 3. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-1415-11 created the University North Park Business Improvement District as proposed in the petition requesting such district; and
- § 4. WHEREAS, annual assessments for the University North Park Business Improvement District provide for maintenance and operation of improvements constructed from other funding sources and not for construction of improvements by the district; and
- § 5. WHEREAS, on an annual basis, the Assessment Roll must be filed with the City Clerk and a public hearing must occur on the proposed Assessment Roll with notice to the property owners in the District; and
- § 6. WHEREAS, an assessment plat and assessment roll showing the amount of maximum benefit estimated to be assessed against each tract or parcel in the district has been filed with the City Clerk.

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

- § 7. The City Clerk is hereby instructed to give notice of a hearing on the proposed district pursuant to Title 11, Section 39-107 of the Oklahoma Statutes, said public hearing to be held on September 27, 2022 at 6:30 p.m. in the City Council Chambers at 201 W. Gray, Norman, Oklahoma.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

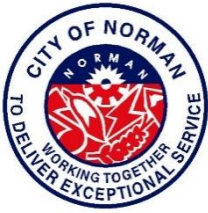
Mayor Larry Heikkila

ATTEST:

City Clerk

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-28: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, DETERMINING THAT THE CREATION OF AN IMPROVEMENT DISTRICT TITLED "DOWNTOWN BUSINESS IMPROVEMENT DISTRICT" IS NECESSARY; INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/13/2022

REQUESTER: Downtown Norman BID Association

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-28: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, DETERMINING THAT THE CREATION OF AN IMPROVEMENT DISTRICT TITLED "DOWNTOWN BUSINESS IMPROVEMENT DISTRICT" IS NECESSARY; INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

The City is in receipt of a Petition in favor of the creation of Downtown Norman Business Improvement District ("BID"), as well as an Assessment Plat, Assessment Roll, and District Plan. BID's are allowed under the Improvement District Act (11 O.S. §39-101 et. seq.) as a means of providing funding for a variety of purposes, including landscaping, improvement of pedestrian malls, parking facilities, signs, benches, kiosks, pedestrian shelters, signs, trash receptacles, etc. Oklahoma law states that improvement districts may be created after a petition for such improvements containing signatures from the owners of record of more than one-half of the area liable to be assessed under the proposal is filed with the City Clerk. The City and the Norman Municipal Authority, as property owners liable for assessment in the proposed district, previously considered whether to sign the petition. This action was approved on August 23, 2022. The Petition now contains signatures from the owners of record of 56% of the area liable to be assessed under the proposal.

DISCUSSION:

There are several steps involved in establishing a business improvement district. First, the City must adopted a resolution (R-2223-28) acknowledging receipt of the Assessment Plat, determining the creation of the district is necessary, and instructing the City Clerk to give notice of a hearing on the district. Such notice must be given to each property owner at the address on file in the property records at Cleveland County. The public hearing for the creation of the district is set for September 27, 2022 at 6:30pm in Resolution R-2223-28. Upon conclusion of the public hearing, the City Council will consider the adoption of a resolution formally creating the Downtown BID, and if successful, the Council will consider adoption of an Ordinance containing

the Assessment Roll (Ordinance O-2223-13) on Second and Final Reading. The ordinance empowers the City to assess the properties according to the formula set forth in the BID petition. Property owners will have thirty (30) days to object to the formulation of the district and/or the assessment to their particular property.

Resolution R-2223-28 authorizes formal mailed notice to all property owners in the proposed district. Notice will also be published in the newspaper as required by statute.

RECOMMENDATION:

Staff recommends adoption of Resolution R-2223-28.

R-2223-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE PROPOSED DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, DETERMINING THAT THE CREATION OF AN IMPROVEMENT DISTRICT TITLED "DOWNTOWN BUSINESS IMPROVEMENT DISTRICT" IS NECESSARY; INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

- § 1. WHEREAS, Title 11, Section 39-103.1 of the Oklahoma Statutes allows cities to create districts and levy assessments for the purpose of "providing or causing to be provided any maintenance, cleaning, security, shuttle service, upkeep, marketing, management, or other services which confer special benefits upon property within the district by preserving, enhancing or extending the value or usefulness....." of parks, recreational facilities, streets, parking and other facilities by landscaping or planting trees, shrubs and other plants; and
- § 2. WHEREAS, a petition requesting the creation of the Downtown Norman Business Improvement District and containing the signatures of owners of record of more than one-half (1/2) of the area liable to be assessed under the proposal has been filed with the City Clerk; and
- § 3. WHEREAS, the petition and its attachments (attached hereto as Exhibit A) contain sufficient information to describe the property in the proposed district, the eligibility of the maintenance and operation expenditures for which assessments would be levied, and the special benefit to all property owners in the proposed district; and
- § 4. WHEREAS, an assessment plat and assessment roll showing the amount of maximum benefit estimated to be assessed against each tract or parcel in the district, the plans for the maintenance of the improvements proposed for the district, and the costs for such maintenance of improvement has been prepared and filed with the City Clerk; and
- § 5. WHEREAS, the City Council has examined the assessment plat, the assessment roll, plan for maintenance of the improvements, and the costs for such maintenance for the district.

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

- § 6. That, upon consideration and review of the Petition requesting the creation of a district, to be known as Downtown Norman Business Improvement District, the Council hereby finds that the creation of said district is necessary for the health, welfare, and well-being of the residents of the City of Norman, Oklahoma, and that said improvements will confer a special benefit upon property within the district.
- § 7. That the property to be included in the district is described on the Petition attached hereto as Exhibit A and made a part hereof.
- § 8. It is hereby proposed that the Downtown Norman Business Improvement District for maintenance and operation purposes only pursuant to Title 11, Section 39-103.1 of the Oklahoma Statutes be created in accordance with the Petition and attachments thereto.
- § 9. The City Clerk is hereby instructed to give notice of a hearing on the proposed district pursuant to Title 11, Section 39-107 of the Oklahoma Statutes, said public hearing to be held on September 27, 2022 at 6:30 p.m. in the City Council Chambers at 201 W. Gray, Norman, Oklahoma.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

Mayor Larry Heikkila

ATTEST:

Brenda Hall, City Clerk

The City of Norman
P.O. Box 370
201 West Gray Street
Norman, OK 73070

PETITION IN FAVOR OF A BUSINESS IMPROVEMENT DISTRICT

**TO THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORMAN, OKLAHOMA**

THE COSTS OF THE IMPROVEMENTS AND SERVICES PROVIDED PURSUANT TO THE CREATION OF THE PROPOSED BUSINESS IMPROVEMENT DISTRICT SHALL BE ASSESSED AGAINST THE PROPERTY LOCATED WITHIN THE BOUNDARIES OF INCREMENT DISTRICT NO. 3, CITY OF NORMAN, WHICH PROPERTY SHALL RECEIVE THE BENEFIT OF SUCH IMPROVEMENTS AND SERVICES.

The undersigned respectfully petitions the City of Norman (“City”) to create a business improvement district (“BID”) pursuant to the Oklahoma Improvement District Act, Title 11, Oklahoma Statutes, Section 39-101, *et seq.* (“Act”) for the area referred to as Downtown Norman.

1. The undersigned sets forth this Petition, pursuant to the Act, specifically Section 39-103.1, which provides for the creation and establishment of a BID for the purposes of providing for the long-term improvements, maintenance, marketing, and management of the Downtown Norman BID District (the “District”).

2. The District shall be the area designated in the Downtown Norman Business Improvement District in the City of Norman, Oklahoma (the “Plan”), which is intended to benefit by services and improvements to property owners within the District boundaries being subject to payment of special assessments for the costs of the services and improvements. The District is in Downtown Norman, Oklahoma. The District is divided into three designated service area levels for which services and improvements will be provided. The District consists of properties located along Main Street from Park Avenue on the west to Porter Avenue on the east (the “Main Area”). The District also includes properties located along Gray Street from the parcels with an address of 429 on the north and 432 on the south sides of West Gray as the western boundary to the parcels with an address of 415 on the north and 418 on the south sides of West Gray as the eastern boundary (“Gray Area”). The District also includes properties located along James Garner Avenue, from Tonhawa Street on the north to Symmes Street on the west side of James Garner, and the alley between Eufaula Street and Symmes Street on the east side of James Garner as the southern

boundary (the "James Garner Area"). Finally, the District will include cross streets located within the District, to include the north and south streets of Porter, University, Webster, Santa Fe, Peters, and Crawford; and the east to west streets of Tonhawa, Comanche, Eufaula, and Main Street between Porter Avenue and Ponca Avenue (the "Cross Streets Area"). Certain properties located within the District may be exempted from assessment as discussed in the Plan. The Main Area, Gray Area, James Garner Area, and Cross Streets Area are collectively referred to as the District, the Areas, and / or the Boundaries. A map of the entire District is attached as Exhibit "1."

3. The Downtown Norman BID Association, Inc. (the "Association") shall be organized for the purpose of executing the responsibilities and duties set forth in the Plan. The Board of Directors (the "Board") may be composed of:

- (i) Owners, or representatives of owners, of real property located in the District;
- (ii) Representatives of not-for-profit organizations operating within the District;
- (iii) Representatives of tenants located within the District;
- (iv) Persons with specialized professional experience, such as attorneys, accountants, architects; and
- (v) Public representatives as recommended by the City and County.

4. The Association intends to provide a program of services and improvement for the betterment of the property owners in the District for the assessments paid to the Association (the "Program"). The services to be provided (the "Services") shall include the services budgeted for and required for the management, maintenance, and marketing of the District. The purpose of the Services will be for the enjoyment, protection, and general welfare of the public, the promotion, and enhancement of the District, and to meet the needs identified by members of the District. The Services shall be performed under the direction of the Association. The level of Services will vary by District Area based on the annual budget adopted by the Board of Directors of the Association. The Improvements proposed in the BID will be in the public space within the District. These Improvements may include amenities to identify, enhance and beautify the District, including but not limited to: (a) sidewalk plantings, tree, shrubs and flowers in tubs, at grade or above ground level; (b) sidewalk signage, logos, banners, medallions and/or plaques identifying the District; and (c) street, sidewalk, public art, and other public space amenities to improve tourism, appearance, and pedestrian circulation and safety.

5. The assessment to provide the Services and Improvements shall benefit all properties within the District (the "Benefited Properties"). The specific Services or Improvements to be provided may vary by the defined areas within the District. The Benefited Properties are identified by the District Map, and are listed in the attached Exhibit "2." The assessment formula shall include a taxable value component, an acreage component, and a linear frontage footage component (collectively, the "Assessment Formula").

5.1(a). **Taxable Value.** All Benefitted Properties within the District shall be assessed based on the taxable value of the property as determined by the Cleveland County Assessor. The taxable value assessment rate shall be eight percent of one percent of taxable value for each individual property's taxable value as determined each year. For example, if the taxable value of a property is \$100,000, then this value would be multiplied by .0008 to determine the amount of the assessment (e.g., \$120 for each \$100,00 in taxable value).

5.1(b). **Assessments, Acreage Basis.** All Benefitted Properties within the District shall be assessed based on the acreage of the property as determined by the Cleveland County Assessor. The acreage assessment shall be \$1,100 for every acre of land and on a pro rata basis for any partial acre.

5.1(c). **Linear Front Footage.** A linear front footage (“LFF”) assessment shall apply to Benefitted Properties in the Main Area, Gray Area, James Garner Area, and Porter Area. The linear front footage assessment shall consist of three areas.

LFF Area # 1 – The Main Area shall include those properties with frontage along Main Street. The rate to be assessed for frontage along Main Street shall be \$7.50 per linear foot.

LFF Area # 2 – The Gray Area and James Garner Area shall each respectively be in area # 2 once the anticipated two-way roadway conversion of the Gray Street, intersection and roadway improvements on James Garner, and related streetscape improvements are substantially completed by the City. Once these public improvements are determined by the City to be substantially complete, the Gray Area properties or the James Garner Area properties will be assessed at a rate of \$5.00 per linear foot along either Gray Street or James Garner Avenue. Until the improvements are completed, the Gray Area and James Garner Area properties will be assessed as area #3.

LFF Area # 3 – The Cross Street Area shall include those properties with frontage along Porter, Crawford, Peters, Santa Fe, Webster, University, Tonhawa, Comanche, and Eufaula. The rate to be assessed for frontage along any of these cross streets shall be \$2.50 per linear foot per street. The Gray Area and James Garner Area properties will be assessed at the LFF Area # 3 rate until the public roadway improvements are substantially completed.

5.1(d). **Residential Property Assessment.** Properties zoned single family residential or devoted in whole to single family residential uses shall be exempted from any assessment in the District. Any mixed use and / or multi-family residential properties shall be assessed based on the area within the BID that the property is located.

5.1(e). **Government Property.** All government owned property devoted entirely to public use shall be subject to assessment as set forth herein. LFF Assessments for each parcel owned by a government entity will be imposed as set forth in Section 5.1(c) herein. Taxable value for government parcels will be determined utilizing the average taxable value in the District per acre multiplied by the acreage of each government owned parcel. The taxable value assessment rate shall be the same as set forth in Section 5.1(a) herein. The acreage basis assessment shall be as provided for in Section 5.1(b) herein. Government owned properties devoted in whole or in part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for government owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of each government owned parcel; or the taxable value of the personal property located on the government owned parcel being used for commercial purposes.

5.1(f). **Not-for-profit Property; Utilities.** A not-for-profit shall be defined as an entity recognized as a 501(c)(3) by the Internal Revenue Service, a church, religious organization, or as otherwise determined by the Cleveland County Assessor. Not-for-profit owned property or a utility owned property devoted primarily to not-for-profit use or utility use shall be exempt from District assessment. They may, however, choose to make voluntary annual contributions to the BID's Budget. Not-for-profit owned properties devoted in whole or in large part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for not-for-profit owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of the not-for-profit owned parcel(s); or the taxable value of the personal property located on the not-for-profit owned parcel(s) being used for commercial purposes.

6. The Association will establish an annual budget for Services, to include the Maintenance Program, Marketing Program, and Management Program, and any Improvements for the District. The Association's annual expenditures will not exceed the budgeted amount plus any reserve (or carry-over) funds. Each year the Association will establish an annual budget and annual expenditures for Services and Improvements for the Benefited Properties within the District.

6.1. **First Year Budget.** It is estimated that the Association's first year budget of proposed expenditures for Services and Improvements for the Benefited Properties in the BID District will be as follows:

6.1(a). For Services:	
i. Maintenance Program:	\$100,000
ii. Marketing Program:	\$ 40,000
iii. Management Program:	\$ 62,600
6.1(b). For Improvements:	\$ 25,000
6.1(c). City Administration Fee:	\$ 5,690
TOTAL FIRST YEAR BUDGET	\$233,290

6.2. **Subsequent Budgets; Assessments for Budget Needs.** The Association shall establish a proposed budget of expenditures for each year. To raise the funds necessary on an annual basis for the Budget, the Association may proportionally increase or decrease the Taxable Value portion of the Assessment Formula, the Acreage portion of the Assessment Formula, and the Linear Front Footage portion of the Assessment Formula, with each portion bearing approximately thirty-three percent (33%) of the burden or benefit to fund the budgetary needs of the Association in any specific year; provided however, that no single component will exceed forty percent (40%) of the Assessment Formula, and no single component will account for less than thirty percent (30%) of the Assessment Formula.

7. The proposed commencement date of the BID is January 1, 2023, with a term of ten (10) years thereafter.

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): _____

Authorized Signature: _____

Title: _____

Parcel No(s): _____

THE UNDERSIGNED CERTIFIES at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 102 WEST EUFAULA LLC

Authorized Signature:  Zach Leys

Title: MANAGING PARTNER

Parcel No(s): R0037724 R0037723

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 111 North Peters, Ltd Partnership

Authorized Signature: DocuSigned by:
James L. Adair
2A5C8DAFDE22476...

Title: Owner

Parcel No(s): R0023813, R0023812

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 112 W. Main, LLC (formerly Barry Owns & Rents, LLC)


Authorized Signature: DocuSigned by:
Brad Asiford
C65F00F44D234A0...

Title: Manager

Parcel No(s): R0024381

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 120 E Tonhawa, LLC

Authorized Signature: 

Title: OWNER

Parcel No(s): R0023694

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 121 E Main Street, LLC

Authorized Signature: 

Title: Owner

Parcel No(s): R0023704

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 1958, LLC

Authorized Signature: *Kueen Carl*

Title: *President Mister Robert Inc*

Parcel No(s): R0023699, R0023700

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Dawn January 211 Downtown, LLC

Authorized Signature: 

Title: Property Owner

Parcel No(s): R0023793

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 226 W. GRAY, LLC

Authorized Signature: *Ben Nain*

Title: MANAGER

Parcel No(s): 20024436

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 300 West, LLC _____

Authorized Signature: DocuSigned by:
James L. Adair
2A50BDAFDE22476... _____

Title: Owner _____

Parcel No(s): R0024483 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 301 E Gray Partners, LLC

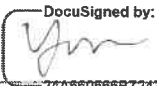
Authorized Signature: 

Title: Manager

Parcel No(s): R0191087 , R0191088

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 303 E Comanche, LLC

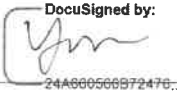
Authorized Signature:  _____

Title: Manager

Parcel No(s): R0023930, R0023929

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): 303 S Peters, LLC

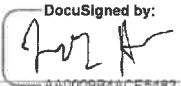
Authorized Signature: 

Title: Manager

Parcel No(s): R0104309

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): A M G Restaurants, Inc

Authorized Signature:  DocuSigned by:
AA0009B4ACE5483...

Title: Manager

Parcel No(s): R0024382, R0024383

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): ABT-7 REAL ESTATE, LLC

Authorized Signature: DocuSigned by: **DAVID BRAUCKMANN**
7442DDB008A8406...

Title: CFO

Parcel No(s): R0023888

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): ADAIR, JAMES L

Authorized Signature: DocuSigned by: James L. Adair
2A5C8DAFDE22476...

Title: Owner

Parcel No(s): R0024375, R0138698, R0024358, R0023790, R0024507, R0024505

R0023788, R0024506

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Arvest Bank

Authorized Signature: DocuSigned by: Rocky D. Williams
511449DF7529449...

Title: Executive Vice President

Parcel No(s): R0023769; R0023771

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CLLC, LLC

Authorized Signature: ^{DocuSigned by:} James L. Adair
ZASCBDAPDE22476...

Title: owner

Parcel No(s): R0023726, R0023725, R0023724, R0188520

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT

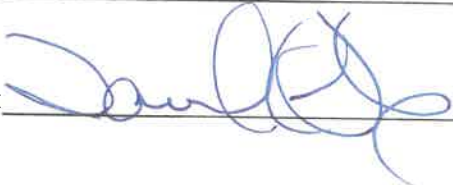
Authorized Signature: Kevin Carl

Title: President Mister Robert inc

Parcel No(s): R0023712, R0023698, R0023701,

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CITY OF NORMAN

Authorized Signature: 

Title: City Manager

Parcel No(s): R0024448, R0023936, R0023807, R0023806, R0023300,

R0023697, R0024034, R0024035, R0024032, R0023803, R0023805

R0024038, R0023804, R0023802, R0024036, R0023757, R0023857

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): NORMAN MUNICIPAL AUTHORITY

Authorized Signature:  _____

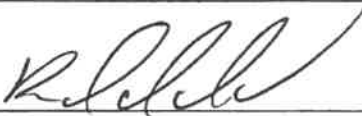
Title: General Manager

Parcel No(s): R0024347, R0024367, R0024346, R0024366, R0024364

R0024353, R0024348, R0024352, R0024353, R0024349

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CLEVELAND COUNTY

Authorized Signature: 

Title: Chairman

Parcel No(s): R0023734

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY

Authorized Signature: 

Title: Chairman

Parcel No(s): R0023733, R0023739, R0023738, R0023737, R0024370

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CLEVELAND CO HOME LN AUTHORITY

Authorized Signature: 

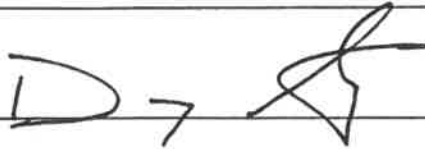
Title: Chairman

Parcel No(s): R0023740, R0023728, R0023729, R0094839, R0023732,

R0023727

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY


Authorized Signature: 

Title: Chair

Parcel No(s): R0023678, R0023678

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): CLINTON, GARY A _____

Authorized Signature:  _____

Title: OWNER _____

Parcel No(s): R0023695, R0023696 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Ed Ed Copeland

Authorized Signature: Ed Copeland

Title: OWNER

Parcel No(s): R0024521, R0024394, R0024371, R0024395

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Donald L. Day rev. Trust

Authorized Signature: *Donald L. Day, Trustee*

Title: Trustee

Parcel No(s): R0023933

Note: (209 S. Crawford)

July 2, 2022

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Doyle's Electric, Inc. Jeff & Juli Ridgway

Authorized Signature: Juli Ridgway

Title: Owner / Admin

Parcel No(s): R0024393

DOYLE'S ELECTRIC, INC
122 W. Comanche
Norman, OK 73060
405-321-8611
Office @ doyleselectric.com

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Dunman Properties, LLC --

Authorized Signature: Denise Grace Dunlop

Title: manager

Parcel No(s): R0023801, R0154495
R0023799

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

EAST GRAY RENTALS

OWNER(s): _____

Authorized Signature: DocuSigned by:
James L. Adair
2A56BDADFDE22476... _____

Title: Owner _____

Parcel No(s): R0023675 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): EDO, LLC _____

Authorized Signature:  _____

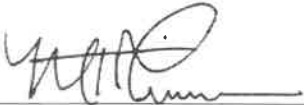
Title: Owner _____

Parcel No(s): R0024014, R0024022, R0024020, R0024019, R0024023, R0024018

R0024021, R0024016, R0024017, R0024015

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): FIRST FIDELITY BANK, NA

Authorized Signature: 

Title: EVP, Norman Market President

Parcel No(s): R0023708, R0023711, R0023710, R0023707, R0023709

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): G S J M, LLC

Authorized Signature: DocuSigned by: Dennis Schwabe
09B9CB91057E44D...

Title: manager

Parcel No(s): R0024489, R0024484

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): SANDRA GAMBONE

Authorized Signature: Sandra Gambone

Title: Owner

Parcel No(s): R0024429

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

GBDENTAL HOLDINGS, LLC

OWNER(s): _____

Authorized Signature: DocuSigned by:
Gabriel Bird
0987499F5DE64DA... _____

Title: owner _____

Parcel No(s): R0189620, R0189619 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): HEIPLE, GREGORY ALAN

Authorized Signature: *Gregory Alan Heiple*

Title: owner / President

Parcel No(s): R0023759

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): J FORD, LLC

Authorized Signature: DocuSigned by: Joseph Wislunick
2E731831E701424...

Title: Manager

Parcel No(s): R0175496

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Jonathan M Hummel JAMM FAMILY LLC

Authorized Signature: 

Title: Founder / Owner

Parcel No(s): R0023755

I approve



THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): KAL ENTERPRISES LLC

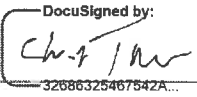
Authorized Signature: 

Title: MANAGING PARTNER

Parcel No(s): R0024497

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Lawyers Professional Building, LLC

Authorized Signature: 

Sole Member, American Investment Group LLC
Title: Chuck Thompson, Manager, American Investment Group LLC

Parcel No(s): R0023773

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

LOEFFLER & ASHFORD INVESTMENTS, LLC

OWNER(s): _____

Authorized Signature: DocuSigned by:
Brad Ashford
C85F00F44D234A0... _____

Title: Manager _____

Parcel No(s): R0024377, R0138673 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

MAGNOLIA INVESTMENT PROP, LLC

OWNER(s): _____

Authorized Signature: *Jana Kahl* *Sara Kaplan*

Title: member

Parcel No(s): R0024374

REVERSAL OF LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

City of Norman City Clerk:

Please accept the undersigned as a reversal of my protest of the formation of the Downtown Norman Business Improvement District (BID). As a property owner, I signed the original petition to support formation of the BID and later received correspondence requesting to reverse my support. I signed the reversal, but have since performed further research and decided to reinstate my original petition signing in support.

OWNER: Marshall, Rebecca Ruth-Trt-Trte

Authorized Signature:

Rebecca Ruth Marshall 8/18/2022

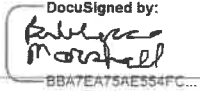
Title: Owner

Parcel No(s): R0024525, R0024519, R0024524

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

MARSHALL, REBECCA RUTH-TRT-TRTE

OWNER(s): _____

Authorized Signature:  _____
DocuSigned by:
Rebecca Marshall
BBA7EA75AESS4FC...

Title: owner _____

Parcel No(s): R0024525, R0024519, R0024524 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Korey McMahon Mark Krittenbrink

Authorized Signature: Korey McMahon Mark Krittenbrink

Title: Owners 119w Main MKon Main LLC

Parcel No(s): R0024356

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Phyllis Holmes MURRAY - Rev Trust & Trustee

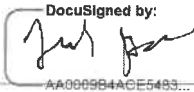
Authorized Signature: Phyllis Holmes Murray

Title: Owner - Trustee

Parcel No(s): # R0024477

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): N M R C-1, LLC AN OK LMTD CORP

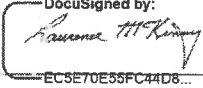
Authorized Signature: 

Title: Manager

Parcel No(s): R0024384

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Norman Economic Development Coalition, Inc.

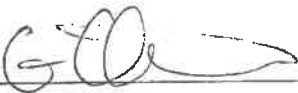
Authorized Signature:  _____
ECSE70E55FC44D8...

Title: President and CEO

Parcel No(s): R0024510

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): ONE HUNDRED TEN E TONHAWA LLC

Authorized Signature: 

Title: OWNER

Parcel No(s): R0023663

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): PARAMOUNT INVESTMENT MGMNT, LLC


Authorized Signature: DocuSigned by:
Brent Swift
0543EFC58CDB477...

Title: Manager

Parcel No(s): R0023662

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): PEAK PROPERTY, LLC

Authorized Signature: 

Title: Manager

Parcel No(s): R0023800, R0023705, R0023706, R0023721, R0023722, R0023664

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): PINNACLE VIEW LLC _____

Authorized Signature: ^{DocuSigned by:} *James L. Adair* _____
ZASCBDAPDE22476...

Title: owner _____

Parcel No(s): R0024470, R0024469, R0023703 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Q+A, LLC

Authorized Signature: [Handwritten Signature]

Title: Owner/Manager

Parcel No(s): R0023758

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Aston Hudson Republic Bank

Authorized Signature: 

Title: EVP, Corporate Admin

Parcel No(s): R0024520; R0024527; R0024528

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): RIEGER LLC

Authorized Signature: DocuSigned by:
Sean Rieger
ED42EA564CA14DF...

Title: CEO/Manager

Parcel No(s): R0024350

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Sean Elia SET Companies, LLC

Authorized Signature: *Sean Elia*

Title: Manager

Parcel No(s): 127 W. Main ST R0024359

Norman OK

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): SA Fire 315 E Gray St, LLC

Authorized Signature: 

Title: Manager

Parcel No(s): R090748

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): SA Fire 315 E Gray, LLC

Authorized Signature: 

Title: Manager

Parcel No(s): R0190747

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Security National Bank & Trust

Authorized Signature: DocuSigned by:
Rocky D. Williams
511448DE7529449

Title: Executive Vice President

Parcel No(s): R0023774; R0023767; R0023775; R0023823

R0023768; R0023772; R0023770

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): SHELTER INVESTMENTS, LLC

Authorized Signature: DocuSigned by:
James L. Adair
ZASCBDAFDE22476...

Title: owner

Parcel No(s): R0023924

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Lydia Bare - Skeleton Key Investments

Authorized Signature: 

Title: Owner

Parcel No(s): 213 W Main

NCT 3AAAOT 72

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): SWEET BASIL THAI CUISINE, LLC _____

Authorized Signature: Sandra Gambone _____

Title: Owner _____

Parcel No(s): R0024430 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): TONHAWA RENTALS, LLC

Authorized Signature: DocuSigned by:
James L. Adair
ZASCBDAFDEZ2476...

Title: owner

Parcel No(s): R0023666

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): TWO TWENTY EAST MAIN, LLC _____

Authorized Signature: DocuSigned by:
James L. Adair
ZASCBDAFDEZ2476... _____

Title: owner _____

Parcel No(s): R0023779 _____

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Wilson Company, LLC

Authorized Signature: Sentall

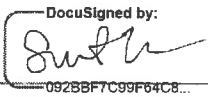
Title: Co-Owner

Parcel No(s): R0023937

R0023938

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): The Wilson Company, LLC (formerly Armstrong, S W Jr)

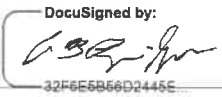
Authorized Signature: 

Title: Owner, The wilson Company

Parcel No(s): R0023937

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): WOLFFELK CORPORATION

Authorized Signature: 

Title: Secretary

Parcel No(s): R0023778

THE UNDERSIGNED CERTIFIES, at the time of signing of this Petition, that the undersigned has received and reviewed a copy of the Plan, that the undersigned is the owner of the property within the jurisdictional boundaries of the City and owner of property located within the boundaries of the proposed BID, and as such satisfies the requirements of the Act to petition the City to create a Business Improvement District as set forth herein. The undersigned further represents to have the authority to sign as the owner, or on behalf of the owner of the identified parcel(s).

OWNER(s): Z & A LTD PRTSHP

Authorized Signature: DocuSigned by:
James L. Adair
2A5GBDAFDE22476...

Title: owner

Parcel No(s): R0023782, R0023890



**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0037773	102 West Eufaula, LLC 102 W. Eufaula St. Norman, OK 73069-5639	ORIG TOWN AND LARSH 1ST LOT 1-6 INC BLK 69	\$ 904.07
R0037774	102 West Eufaula, LLC 102 W. Eufaula St. Norman, OK 73069-5639	LARSH 1ST AND ORIG TOWN LOTS 27-31 AND LOTS 1-5 AND E5` LT 6 OF BLK 69	\$ 1,815.26
R0023714	104, LLC 104 E. Main St., #100 Norman, OK 73069-1301	NORMAN OT LOT 2 BLK 6	\$ 845.80
R0023813	111 North Peters, LTD Partnership 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 14 BLK 15	\$ 344.47
R0023812	111 North Peters, LTD Partnership 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 13 BLK 15	\$ 284.68
R0024381	112 W Main, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LOT 27 BLK 67	\$ 386.99
R0023677	115 E. Gray, LLC 517 Merrywood Ln. Norman, OK 73069-5450	NORMAN OT LOTS 7 AND 8 BLK 4	\$ 736.83
R0023694	120 E. Tonhawa, LLC 123 E. Main St., Ste. 200 Norman, OK 73069	NORMAN OT W7.5` LOT 20 AND ALL LOTS 21 THRU 23 BLK 4	\$ 412.64
R0023704	121 E Main Street, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOT 11 BLK 5	\$ 572.54
R0023699	1958, LLC 109 E. Main St. Norman, OK 73069-1302	NORMAN OT LOTS 4 5 AND W4` LOT 6 BLK 5	\$ 905.22
R0023700	1958, LLC 109 E. Main St. Norman, OK 73069-1302	NORMAN OT E21` LOT 6 AND ALL LOT 7 AND PRT LOT 8 BEG S END OF E WALL OF OPERA HOUSE BLDG N140` E1` SLY TO BEG BLK 5	\$ 808.34

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024526	200 N. University LLC 606 Heatherhill Dr. Norman, OK 73072-4215	NORMAN OT LOTS 1 2 3 BLK 88	\$ 1,184.70
R0023793	211 Downtown, LLC 509 Leaning Elm Dr. Norman, OK 73071-7013	NORMAN OT LOT 6 BLK 14	\$ 645.79
R0023796	217 E Main, LLC 217 E. Main St. Norman, OK 7369	NORMAN OT LOT 9 BLK 14	\$ 644.56
R0023797	219 E Main, LLC 219 E. Main St. Norman, OK 73069-1304	NORMAN OT LOT 10 BLK 14	\$ 433.54
R0023780	222 E Main, LLC 4014 Hidden Hill Rd. Norman, OK 73072-3013	NORMAN OT LOT 11 BLK 13	\$ 591.00
R0024436	226 W Gray, LLC 3411 W. Rock Creek Rd., 130 Norman, OK 73072-2466	NORMAN OT LOTS 18 THRU 24 BLK 72	\$ 1,990.51
R0024483	300 West, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 3 4 5 BLK 84	\$ 1,054.57
R0191087	301 E Gray Partners, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LT 1B (LTS 1-3) BLK 21	\$ 513.36
R0191088	301 E Gray Partners, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LT 4A (LTS 4 & 5) BLK 21	\$ 338.40
R0023929	303 E Comanche, LLC PO Box 5156 Norman, OK 73070	NORMAN OT LOTS 26 AND 27 BLK 23	\$ 485.35
R0023930	303 E Comanche, LLC PO Box 5156 Norman, OK 73070	NORMAN OT LOT 28 AND S115` LTS 29 30 31 32 BLK 23	\$ 983.19

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0104309	303 S Peters, LLC PO Box 5156 Norman, OK 73070	NORMAN OT N80` OF LTS 1 2 3 AND ALL LTS 4 AND 5 BLK 11	\$ 890.27
R0023915	314 E Main, LLC 909 Tarkington Dr. Norman, OK 73026-0869	NORMAN OT LOT 7 BLK 23	\$ 325.42
R0024529	415 West Gray, LLC 415 W. Gray St. Norman, OK 73069-7117	NORMAN OT LOTS 8 9 10 BLK 88	\$ 580.35
R0023713	4DN, LLC 104 E. Main St. Norman, OK 73069-1301	NORMAN OT LOT 1 BLK 6	\$ 1,092.93
R0024383	A M G Restaurants, Inc. 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOT 30 BLK 67	\$ 489.47
R0024382	A M G Restaurants, Inc. 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOTS 28 AND 29 BLK 67	\$ 878.47
R0023888	ABT-7 Real Estate, LLC 3510 24th Ave. NW, Ste. 200 Norman, OK 73069	NORMAN OT LOT 3 EXCEPT W 6 1/2" BLK 22	\$ 450.21
R0023741	ACS Enterprises, LLC 4311 Ridgeline Dr. Norman, OK 73069	NORMAN OT LOTS 13 THRU 16 AND N60` LOTS 17 THRU 22 BLK 8	\$ 969.66
R0024376	Alexander B. Holmes 2519 Fairfield Dr. Norman, OK 73072-7022	NORMAN OT LOT 21 BLK 67	\$ 499.48
R0023883	Andrew T. Million 3605 Churchill Rd. Moore, OK 73165-7385	NORMAN OT LOTS 23 24 25 BLK 21	\$ 347.06
R0023769	Arvest Bank 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 17 THRU 22 BLK 12	\$ 1,239.19

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023771	Arvest Bank 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 25 AND 26 BLK 12	\$ 193.41
R0023921	Asghar & Twana S. Alhojeh 12700 S. Sunnyslane Rd. Moore, OK 73160-8808	NORMAN OT LOT 14 BLK 23	\$ 292.36
R0024501	Astro Cardinal BB Team LLC 318 W. Main St. Norman, OK 73069-1311	NORMAN OT LOT 22 BLK 85	\$ 410.16
R0023735	Big Brothers Enterprises, LLC PO Box 1390 Norman, OK 73070-1390	NORMAN OT LOT 1 BLK 8	\$ 281.10
R0023820	Big Brothers Investments LLC PO Box 1390 Norman, OK 73070	NORMAN OT LOTS 25 AND 26 BLK 15	\$ 309.41
R0023737	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 5 AND 6 BLK 8	\$ 371.34
R0023738	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 7 AND 8 BLK 8	\$ 380.05
R0023739	Board of County Commissioners 201 S. Jones Ave. Norman, OK 73069	NORMAN OT LOTS 9 AND 10 BLK 8	\$ 392.60
R0023733	Board of County Commissioners 201 S. Jones Ave., Ste. 260 Norman, OK 73069	NORMAN OT LOTS 1 THRU 5 BLK 7	\$ 905.19
R0024370	Board of County Commissioners of Cleveland County 201 S. Jones Ave., Ste. 260 Norman, OK 73069	NORMAN OT W/2 LOT 2 AND ALL LOTS 3 4 5 AND E12.9' LOT 6 BLK 67	\$ 699.20

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024368	Box Report LLC 104 W. Gray St. Norman, OK 73069	NORMAN OT E13.60` LOT 28 AND ALL LOTS 29 30 31 32 BLK 66	\$ 1,266.14
R0023886	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 1 BLK 22	\$ 835.16
R0023692	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 14 15 16 BLK 4	\$ 598.45
R0023715	Bradley K. Goodman 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 3 BLK 6	\$ 418.37
R0023725	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 14 BLK 6	\$ 528.27
R0188520	C L L C, LLC 111 N. Peters Ave., Ste. 100 Norman, OK 73069-7235	NORMAN OT LT 7A BLK 13 (LTS 7 & 8)	\$ 978.16
R0023724	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 13 BLK 6	\$ 508.79
R0023726	C L L C, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 15 AND 16 BLK 6	\$ 914.08
R0023934	Catherine H. Petersen 314 E. Comanche St., Ste. 101 Norman, OK 73069-6077	NORMAN OT LTS 4 THRU 9 BLK 24 UNIT 101 PHP PROPERTY A UNIT OWNERSHIP EST AND UND 46 PERC INT IN COMMON ELEMENTS	\$ 678.24
R0023665	Charles L. Young, III 5001 12th Ave. NW Norman, OK 73069-8119	NORMAN OT N25` LOTS 13 THRU 16 BLK 3	\$ 108.36

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024471	Charles W. Hooper 301 W. Gray St. Norman, OK 73069-7110	NORMAN OT LOT 5 AND E3.90` LOT 6 AND JOINTLY OWNED PARTY WALL (L 4 & 5) BLK 83	\$ 271.67
R0024468	Charles W. Hooper 301 W. Gray St. Norman, OK 73069-7110	NORMAN OT LOTS 1 AND 2 BLK 83	\$ 457.50
R0024522	Charlie Iman Properties, LLC 10601 S. Western Ave., Ste. A Oklahoma City, OK 73170-6201	NORMAN OT LOTS 18 19 20 21 22 BLK 87	\$ 1,506.47
R0024471	Charlie Iman Properties, LLC 10601 S. Western Ave., Ste. A Oklahoma City, OK 73170-6201	NORMAN OT LOT 5 AND E3.90` LOT 6 AND JOINTLY OWNED PARTY WALL (L 4 & 5) BLK 83	\$ 587.06
R0023697	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 1 AND 2 AND W 6`` LOT 3 BLK 5	\$ 1,073.87
R0023757	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 6 AND 7 BLK 11	\$ 348.47
R0023802	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT S75` LOTS 17 18 19 BLK 14	\$ 475.72
R0023803	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT N65` OF LOTS 17 18 19 BLK 14	\$ 603.73
R0023804	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 20 AND 21 BLK 14	\$ 479.65
R0023805	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOT 22 BLK 14	\$ 238.86

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023806	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 23 THRU 27 BLK 14	\$ 1,191.41
R0023807	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 28 THRU 32 BLK 14	\$ 1,545.37
R0023857	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 15 AND 16 BLK 19	\$ 132.42
R0023936	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 10 THRU 16 BLK 24	\$ 1,581.66
R0024032	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 5 AND 6 BLK 33	\$ 725.75
R0024034	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 9 10 AND W10` OF 11 BLK 33	\$ 866.09
R0024035	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT E15` OFLOT 11 AND ALL LOT 12 AND W/2 OF 13 BLK 33	\$ 759.02
R0024036	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT E/2 LOT 13 AND S75` OF LOT 14 BLK 33	\$ 442.58
R0024037	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT N65` OF 14 15 16 BLK 33	\$ 242.43
R0024038	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT S75` OF LOTS 15 AND 16 BLK 33	\$ 571.84
R0024448	City of Norman PO Box 370 Norman, OK 73070-0370	NORMAN OT LOTS 1 THRU 32 BLK 73	\$ 7,009.56

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023734	Cleveland County 201 S. Jones Ave., 260 Norman, OK 73069-6079	NORMAN OT LOTS 6 THRU 32 BLK 7	\$ 5,200.88
R0024386	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 5 AND 6 BLK 68	\$ 369.67
R0024397	Cleveland County Health Department 250 12th Ave. Norman, OK 73071-5237	NORMAN OT LOTS 30 31 32 BLK 68	\$ 944.26
R0024390	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 11 THRU 16 BLK 68	\$ 1,079.09
R0024396	Cleveland County Health Department 250 12th Ave. Norman, OK 73071-5237	NORMAN OT E2.42` LOT 27 AND LOTS 28 AND 29 BLK 68	\$ 396.51
R0024389	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 10 BLK 68	\$ 176.78
R0024385	Cleveland County Health Department 250 12th NE Ave. NE Norman, OK 73071-5237	NORMAN OT LOTS 1 2 3 4 BLK 68	\$ 1,143.37
R0024388	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 9 BLK 68	\$ 179.00

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R0024387	Cleveland County Health Department 250 12th Ave. NE Norman, OK 73071-5237	NORMAN OT LOT 7 AND 8 BLK 68	\$ 355.60
R0023740	Cleveland County Home Ln Authority 201 S. Jones Ave. Norman, OK 73069-6000	NORMAN OT LOTS 11 AND 12 BLK 8	\$ 359.99
R0023727	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT N30` LOTS 17 AND 18 BLK 6	\$ 170.18
R0023728	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT S 110` LOTS 17 AND 18 AND ALL LOTS 19 THRU 23 BLK 6	\$ 1,392.13
R0023729	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT LOTS 24 THRU 27 BLK 6	\$ 711.57
R0023732	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT W7` LOT 31 AND ALL LOT 32 BLK 6	\$ 585.95
R0094839	Cleveland County Home Loan 201 S. Jones Ave., Ste. 260 Norman, OK 73069-6079	NORMAN OT LOTS 28 29 30 AND E18` LOT 31 BLK 6	\$ 645.56
R0023678	Cleveland County Public Facilities Authority 201 S. Jones Ave. Norman, OK 73069-6000	NORMAN OT LOTS 1 AND 2 BLK 14 AND LOTS 9 THRU 12 BLK 4 LESS BEG SE/C OF LT 12 W .26` N60` E .26` S60` POB THE FINANCIAL CENTER UNIT 1A UNIT OWNERSHIP EST AND 9.6052 PERC INT C/E	\$ 2,026.35
R0024024	Comanche Center, LLC 421 E. Comanche St. Norman, OK 73071-5800	NORMAN OT LOTS 17 AND 18 BLK 32	\$ 185.60
R0100690	Comanche Center, LLC 421 E. Comanche St. Norman, OK 73071-5800	NORMAN OT LTS 19 THRU 23 LESS NORTHERLY 60` BLK 32	\$ 469.80

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R0023815	Crawford Investment Group, LLC 212 N. Crawford Ave. Norman, OK 73069-7220	NORMAN OT S60` OF LOTS 17 18 19 BLK 15	\$ 313.52
R0024530	Criag & Tammy Blankenship 441 Heritage Blvd. Edmond, OK 73025	NORMAN OT LOTS 11 12 13 BLK 88	\$ 621.54
R0024029	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT N 71` LOTS 29 AND 32 INC BLK 32	\$ 530.64
R0024030	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT S69` OF W10` LOT 30 AND S69` OF LOTS 31 AND 32 BLK 32	\$ 296.54
R0150719	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LTS 24 AND 25 BLK 32	\$ 578.78
R0154498	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LTS 26 & 27 BLK 32	\$ 451.42
R0154499	D & J Land, LLC PO Box 950368 Oklahoma City, OK 73195	NORMAN OT LT 28 BLK 32	\$ 99.15
R0024063	Dave's Health Mart Pharmacy Inc. 12520 S. Youngs Pl. Oklahoma City, OK 73170-3415	NORMAN OT LOTS 27 28 29 BLK 35	\$ 953.98
R0023794	Deborah Sheffield 2601 Harrington Ct. Norman, OK 73069-9603	NORMAN OT LOT 7 BLK 14	\$ 458.14
R0023702	Debra Deann Loeffelholz 117 E. Main St. Norman, OK 73069-1302	NORMAN OT LOT 9 BLK 5	\$ 379.60

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R0024473	Donald H. & Sally J. Polk - REV TRT 2005 SE 34th Street Moore, OK 73160	NORMAN OT W/2 LOT 8 LESS E1.6` AND E6 1/4`OF LOT 10 AND ALL LOT 9 BLK 83	\$ 398.34
R0024474	Donald H. & Sally J. Polk - REV TRT 2005 SE 34th Street Moore, OK 73160	NORMAN OT W18 3/4` LOT 10 AND ALL LOT 11 BLK 83	\$ 306.35
R0023814	Donald Harvey Manchester 231 E. Gray St. Norman, OK 73069-7205	NORMAN OT LOTS 15 AND 16 BLK 15	\$ 503.88
R0023933	Donald L. Day-Rev Trt 13629 Kirby Smith Rd. Orlando, FL 32832-6301	NORMAN OT S50` OF LOTS 1 2 3 BLK 24	\$ 213.11
R0023913	Dorella M. Remy - REV TRT & TRTEE 2649 Osborne Dr. Norman, OK 73069-5030	NORMAN OT LOTS 3 AND 4 BLK 23	\$ 712.33
R0024509	Douglas & Sherrill Hickson - REV TRT 408 W. Main St. #412 Norman, OK 73069-1364	NORMAN OT AND WAGGONER ADD LOTS 8 AND 9 BLK 86	\$ 591.68
R0024508	Douglas & Sherrill Hickson - REV TRT 408 W. Main St. #412 Norman, OK 73069-1364	NORMAN OT AND WAGGONER ADD LOTS 6 AND 7 BLK 86	\$ 898.09
R0023736	Douglas J. & Mary E. Smith 104 E. Eufaula St. Norman, OK 73069	NORMAN OT LOTS 2 3 4 BLK 8	\$ 510.09
R0024393	Doyles Electric Inc. 122 W. Comanche St. Norman, OK 73069-5609	NORMAN OT LOTS 22 AND 23 BLK 68	\$ 284.17
R0023799	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LOT 12 BLK 14	\$ 438.59

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R0023801	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LOTS 15 AND 16 BLK 14	\$ 1,248.10
R0154495	Dunman Properties, LLC 6123 Lupton Dr. Dallas, TX 75225-1920	NORMAN OT LTS 17 THRU 23 & PRT OF LT 24 BLK 13 AKA BEG SE/C LT 17 S 63D W200` N 62D W110.75` N 63D E20` N 26D W30` N 63D W30` N 63D E180` S 26D E140` POB	\$ 688.46
R0023781	Dutcher Investment Properties, LLC PO Box 1554 Norman, OK 73070	NORMAN OT LOTS 12 BLK 13	\$ 517.67
R0023675	East Gray Rentals 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 1 THRU 6 LESS 12` X 12` NE/C LOT 6 BLK 4	\$ 1,267.06
R0023817	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOTS 20 AND E/2 LOT 21 BLK 15	\$ 131.05
R0023818	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT W/2 LOT 21 AND ALL LOT 22 BLK 15	\$ 144.38
R0023819	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOTS 23 AND 24 BLK 15	\$ 185.73
R0024432	Ed Corr Family LLC 1617 Jenkins Ave. Norman, OK 73072-6508	NORMAN OT LOT 8 BLK 72	\$ 409.47
R0024014	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 1 AND 2 BLK 32	\$ 1,293.48
R0024016	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 4 BLK 32	\$ 297.42

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R0024017	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 5 BLK 32	\$ 275.28
R0024018	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 6 BLK 32	\$ 440.35
R0024019	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 7 8 9 BLK 32	\$ 546.02
R0024020	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 10 AND 11 BLK 32	\$ 809.66
R0024021	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 12 BLK 32	\$ 440.27
R0024022	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 13 AND 14 BLK 32	\$ 810.46
R0024023	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOTS 15 AND 16 BLK 32	\$ 367.31
R0024015	EDO, LLC 123 E. Main St. #200 Norman, OK 73069-1302	NORMAN OT LOT 3 BLK 32	\$ 325.37
R0024371	Edward C. & Linda K. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT W12.1' LOT 6 AND ALL LOT 7 AND E/2 LOT 8 BLK 67	\$ 271.49
R0024394	Edward C. & Linda K. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT LOTS 24 25 26 BLK 68	\$ 423.43

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R0024521	Edward C. Copelin 425 W. Main St. Norman, OK 73069-1314	NORMAN OT LOTS 10 THRU 17 BLK 87	\$ 2,649.25
R0024395	Edward C. Copelin - Rev Trt-Trtee 425 W. Main St. Norman, OK 73069-1314	NORMAN OT W 22.58` LOT 27 BLK 68	\$ 125.06
R0023931	Eldora P. Moore - Life Estate 1513 Huntington Way Norman, OK 73069-5316	NORMAN OT N 25` OF LOTS 29 THRU 32 BLK 23	\$ 191.20
R0023710	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT N54` LOTS 17 THRU 20 AND ALL LOTS 21 AND 22 BLK 5	\$ 849.29
R0023707	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOT 14 BLK 5	\$ 520.22
R0023709	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT S86` OF LOTS 17 18 19 20 BLK 5 (PARKING AREA)	\$ 462.01
R0023708	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOTS 15 AND 16 BLK 5	\$ 1,345.77
R0023711	First Fidelity Bank, NA PO Box 32282 Oklahoma City, OK 73123-0482	NORMAN OT LOTS 23 THRU 28 BLK 5	\$ 1,112.00
R0023914	Florene E. Welcher 3856 Bristol Dr. Norman, OK 73072-3623	NORMAN OT LOTS 5 AND 6 BLK 23	\$ 706.09
R0024484	G S J M, LLC 1104 Whispering Pines Dr. Norman, OK 73072	NORMAN OT LOTS 6 AND 7 BLK 84	\$ 570.77
R0024489	G S J M, LLC 1104 Whispering Pines Dr. Norman, OK 73072	NORMAN OT LOTS 27 THRU 32 BLK 84	\$ 1,332.92

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R0023695	Gary A. Clinton - Liv Trt - Trustee 1114 Berry Cir. Norman, OK 73072-6307	NORMAN OT LOTS 24 THRU 29 BLK 4	\$ 735.83
R0023696	Gary A. Clinton - Liv Trt - Trustee 1114 Berry Cir. Norman, OK 73072-6307	NORMAN OT LOTS 30 31 32 BLK 4	\$ 295.95
R0189619	GBDental Holdings, LLC 227 W. Main Street #200 Norman, OK 73069-1310	NORMAN OT LTS 10 11 12 BLK 72	\$ 569.46
R0189620	GBDental Holdings, LLC 227 W. Main Street #200 Norman, OK 73069-1310	NORMAN OT LTS 13 & 14 BLK 72	\$ 2,218.59
R0023906	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 27 AND E/2 LOT 28 BLK 22	\$ 248.15
R0023880	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N60` OF E10` LOT 12 AND N60` LOTS 13 THRU 16 BLK 21	\$ 361.96
R0023887	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 2 AND W 6 1/2`` LOT 3 BLK 22	\$ 425.60
R0023892	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 7 BLK 22	\$ 321.86
R0023893	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 8 BLK 22	\$ 325.30
R0023894	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 9 BLK 22	\$ 320.77
R0023895	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 10 BLK 22	\$ 345.07

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R0023896	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 11 BLK 22	\$ 315.06
R0023904	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 23 AND 24 BLK 22	\$ 469.26
R0023905	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 25 AND 26 BLK 22	\$ 318.74
R0023907	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT W/2 LOT 28 AND ALL LOT 29 AND E15` LOT 30 BLK 22	\$ 331.03
R0023910	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N25` OF S50` LOTS 31 AND 32 AND S50` OF W10` LOT 30 AND E5` OF S25` LOT 31 BLK 22	\$ 150.32
R0023911	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT S25` OF W20` LOT 31 AND S25` LOT 32 BLK 22	\$ 125.96
R0024361	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N80` LOT 17 AND N80` OF W/2 LOT 18 BLK 66	\$ 280.69
R0024433	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 9 BLK 72	\$ 365.51
R0093456	Goodman & Sons, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT N80` E/2 LOT 18 AND N80` LOT 19 AND ALL LTS 20 21 AND W/2 LT 22 BLK 66	\$ 621.06
R0023889	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 4 BLK 22	\$ 321.53
R0023897	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 12 BLK 22	\$ 353.60

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R0023898	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 13 BLK 22	\$ 317.85
R0023902	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 21 BLK 22	\$ 225.97
R0023903	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 22 BLK 22	\$ 206.94
R0023909	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT S65` OF N90` LOTS 31 AND 32 AND S65` OF N90` OF W10` LOT 30 BLK 22	\$ 326.70
R0023912	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 1 AND 2 BLK 23	\$ 1,063.84
R0023916	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 8 BLK 23	\$ 358.56
R0024435	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOT 17 BLK 72	\$ 218.37
R0093455	Goodman Holdings, LLC 300 1/2 E. Main St. Norman, OK 73069-1305	NORMAN OT LOTS 17 THRU 20 BLK 22	\$ 890.53
R0023878	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOTS 9 10 11 AND W15` LOT 12 BLK 21	\$ 547.68
R0023879	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT S80` OF E10` LOT 12 AND S80` LOTS 13 THRU 16 BLK 21	\$ 481.90
R0023923	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOT 17 AND 18 BLK 23	\$ 676.43

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R0024013	Goodman Investments, LLC 820 W. Franklin Rd. Norman, OK 73069-8107	NORMAN OT LOTS 29 THRU 32 BLK 31	\$ 855.00
R0023759	Gregory Alan Heiple 516 N. Park Ave. Norman, OK 73069-7128	NORMAN OT LOTS 10 AND 11 BLK 11	\$ 309.92
R0024031	GSK, LLC 913 Deonne Cir. Norman, OK 73071-4222	NORMAN OT LOTS 1 THRU 4 BLK 33	\$ 1,141.74
R0023939	Hiland Dairy 1310 E. 104th St., Ste. 300 Kansas City, MO 64131-4503	NORMAN OT LOTS 23 THRU 28 BLK 24	\$ 621.82
R0175496	J Ford, LLC 3110 N. Interstate Dr., Ste. 200 Norman, OK 73072-7205	NORMAN OT LTS 15 & 16 BLK 72	\$ 388.36
R0024499	J. Hall Properties, LLC 14501 S. Western Ave. Oklahoma City, OK 73170-7105	NORMAN OT LT 19 AND W/2 LT 20 BLK 85	\$ 431.15
R0024500	J. Hall Properties, LLC 14501 S. Western Ave. Oklahoma City, OK 73170-7105	NORMAN OT E/2 LOT 20 AND ALL LOT 21 BLK 85	\$ 618.09
R0024426	James & Linda McElvany PO Box 6 Alex, OK 763002-0006	NORMAN OT LOTS 1 AND 2 AND E8" LOT 3 BLK 72	\$ 1,035.75
R0128474	James & Linda McElvany PO Box 6 Alex, OK 763002-0006	NORMAN OT LT 3A BLK 72 AKA LT 3 AND PART LT 4 BEG NE/C LT 3 WESTERLY 35` SOUTHERLY 59` EASTERLY 10` SOUTHERLY 81` EASTERLY 25` NORTHERLY 140` POB	\$ 237.38
R0024358	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 12 BLK 66	\$ 427.71

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R0024375	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 19 AND 20 BLK 67	\$ 906.68
R0138698	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LT 4A BLK 14 AKA LTS 4 AND 5 BLK 14	\$ 899.76
R0023788	James L. Adair 111 N. Peters Ave., Ste. 100 Norman, OK 73069-7235	NORMAN OT LOTS 32 AND 33 LESS E25` BLK 13 AKA MC RUNYAN`S SUBDIVISON OF LOT 28 THRU 32	\$ 617.50
R0023790	James L. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 3 BLK 14	\$ 416.93
R0128475	James L. McElvany -REV TRT-UND 1/2 INT OF 1/3 INT PO Box 6	NORMAN OT LT 4A BLK 72 AKA PART LT 4 BEG NW/C LT 4 EASTERLY 15` SOUTHERLY 59` EASTERLY 10` SOUTHERLY 81` WESTERLY 25` NORTHERLY 140` POB	\$ 342.45
R0024505	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT N90` LOTS 1 2 3 BLK 86	\$ 425.29
R0024507	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT AND WAGGONER ADD N90` LOTS 4 AND ALL LOT 5 BLK 86	\$ 669.72
R0024506	James R. Adair 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT AND WAGGONER ADD S50` LOTS 1 2 3 4 BLK 86	\$ 194.39
R0023755	Jamm Family LLC 404 Kensington Rd. Norman, OK 73072-4526	NORMAN OT S60` LOTS 1 2 3 BLK 11	\$ 259.13
R0023860	JB Commercial, LLC 1875 Rolling Hills St. Norman, OK 73072-6707	NORMAN OT S90` OF LOTS 1 THRU 4 BLK 20	\$ 313.54

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R0023908	Jeffrey Bryce Perry PO Box 1033 Norman, OK 73070-1033	NORMAN OT N25` LOTS 31 AND 32 AND N25` OF W10` LOT 30 BLK 22	\$ 360.74
R0023865	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT E15` OF LOT 14 AND ALL LOTS 15 AND 16 BLK 20	\$ 883.28
R0023866	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT ALL LOTS 17 AND 18 AND E20` OF N75` OF LOT 19 AND S65` OF LOT 19 AND S65` OF LOT 20 BLK 20	\$ 1,081.39
R0023867	Jerry's LLC 320 N. Porter Ave. Norman, OK 73071-5839	NORMAN OT W5` OF N75` LOT 19 AND N75` LOT 20 BLK 20	\$ 68.40
R0023919	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 12 BLK 23	\$ 352.41
R0023920	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 13 BLK 23	\$ 333.22
R0100691	John M. Traw PO Box 546 Norman, OK 73070-0546	NORMAN OT NORTHERLY 60` LTS 19 THRU 23 BLK 32	\$ 263.30
R0023891	Johnson-JRS, LLC 9711 Brush Creek Rd. Norman, OK 73026-8231	NORMAN OT LOT 6 BLK 22	\$ 320.53
R0023856	Kaye M. LINZE - REV TRT 3101 Cruden Dr. Norman, OK 73072	NORMAN OT LOTS 13 AND 14 BLK 19	\$ 134.00
R0024497	KDL Enterprises, LLC 4216 Rankin Rd. Oklahoma City, OK 73120-8022	NORMAN OT LOTS 14 15 16 BLK 85	\$ 1,456.38

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R0138674	Kenneth Lee McCall, Jr 320 E. Main St. Norman, OK 73071	NORMAN OT LT 10A BLK 23 AKA W17.5` OF LT 10 BLK 23	\$ 353.72
R0024360	Kevin D. Watley PO Box 922 Norman, OK 73070-0922	NORMAN OT S60` LOTS 17 18 19 BLK 66	\$ 247.64
R0023718	Kramerica, LLC 4413 Trophy Dr. Norman, OK 73072-2860	NORMAN OT LOT 7 BLK 6	\$ 417.14
R0023716	Kurt Booth Pfenning 108 E. Main St. Norman, OK 73069-1301	NORMAN OT LOT 4 BLK 6	\$ 514.75
R0024502	L C Miller Properties, LLC 316 W. Main St. Norman, OK 73069-1311	NORMAN OT LOT 23 BLK 85	\$ 401.62
R0023773	Lawyers Professional Building, LLC 231 S. Peters Ave. Norman, OK 73069-6039	NORMAN OT LOTS 29 30 31 32 BLK 12	\$ 684.14
R0023809	Lewis & Phillips Pettigrew Holding Company, LLC 8101 S. Walker Ave., Ste. F Oklahoma City, OK 73139-9406	NORMAN OT LOT 9 BLK 15	\$ 458.90
R0024531	Lisa G. Russell - LIV TRT 115 Nantucket Blvd. Norman, OK 73071-7155	NORMAN OT LOTS 14 15 16 BLK 88	\$ 591.90
R0024437	LMD Leasing C, LLC 1000 Century Blvd. Oklahoma City, OK 73110-7961	NORMAN OT LOTS 25 THRU 29 AND S/2 LOTS 30 31 32 BLK 72 UNIT 101 OLD TOWN SQUARE CONDO AUNIT OWNERSHIP EST AND UND 10.7831 PERC IN C/E	\$ 933.09
R0138673	Loeffler & Ashford Investments, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LT 9 BLK 23	\$ 320.84

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R0024377	Loeffler & Ashford Investments, LLC PO Box 720572 Norman, OK 73070-4424	NORMAN OT LOT 22 BLK 67	\$ 471.73
R0023691	Lynn D. Foreman - REV TRT & TRTEE 125 E. Gray St. Norman, OK 73069-7203	NORMAN OT LOT 13 AND PRT LOT 12 BEG SE/C LT 12 W.26` N 60` E.26` S60` POB BLK 4	\$ 283.91
R0024374	Magnolia Investment Prop, LLC 132 W. Main St., Ste. 6 Norman, OK 73069-1337	NORMAN OT LOTS 17 AND 18 BLK 67	\$ 1,555.64
R0023783	Main & Crawford, LLC 4650 Highland Lake Dr. Norman, OK 73026-2417	NORMAN OT LOT 15 BLK 13	\$ 455.77
R0023784	Main & Crawford, LLC 4650 Highland Lake Dr. Norman, OK 73026-2417	NORMAN OT LOT 16 BLK 13	\$ 974.46
R0024357	Martha C, LLC PO Box 699 Norman, OK 73070-0699	NORMAN OT LOT 11 BLK 66	\$ 549.58
R0023719	MCC Administration Corporation PO Box 721482 Norman, OK 73070-8146	NORMAN OT LOT 8 BLK 6	\$ 425.51
R0023720	MCC Administration Corporation PO Box 721482 Norman, OK 73070-8146	NORMAN OT LOT 9 BLK 6	\$ 478.68
R0023998	Meredith & Jeff Rowland - LIV TRT 5200 E. Cedar Lane Rd. Norman, OK 73026-5537	NORMAN OT LOTS 1 AND 2 BLK 31	\$ 595.00
R0105398	Michael D & Patrice A Jumper 1520 Westbrooke Ter. Norman, OK 73072-6049	NORMAN OT LOT 17A AKA N80` LOTS 17 18 19 BLK 15	\$ 294.49

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Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024485	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT LOTS 8 9 AND E20` LOT 10 BLK 84	\$ 1,108.42
R0024486	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT W5` LOT 10 AND ALL LOTS 11 THRU 16 BLK 84	\$ 3,292.65
R0024487	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT N80` LOTS 17 18 19 AND S60` LOTS 17 18 19 BLK 84	\$ 300.13
R0024488	Midtown Offices, LLC 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT LOTS 20 THRU 26 BLK 84	\$ 1,122.16
R0024356	MK on Main, LLC 416 W. Eufaula St., #119 Norman, oK 73069-5625	NORMAN OT LOTS 9 AND 10 BLK 66	\$ 1,094.16
R0024475	Montgomery W. Janet L. Moore 1912 Windermere Dr. Norman, OK 73072-3005	NORMAN OT LOTS 12 AND 13 BLK 83	\$ 427.47
R0024378	Moore Studios, LLC 6015 Crooked Oak Dr. Norman, OK 73026-0848	NORMAN OT LOTS 23 AND 24 BLK 67	\$ 786.43
R0024482	Moving Mountains, LLC 131 Dean A. McGee Ave., Loft 409 Oklahoma City, OK 73102	NORMAN OT LOTS 1 AND 2 BLK 84	\$ 1,236.53
R0024384	N M R C-1, LLC an OK Lmtd Corp 100 W. Main St. Norman, OK 73069-1307	NORMAN OT LOTS 31 AND 32 BLK 67	\$ 1,633.14
R0154496	Newspaper Holding Inc 201 Monroe St., Suite 450 Montgomery, AL 36104	NORMAN OT PRT OF LT 24 & ALL LTS 25 26 27 BLK 13 ORIG TWN & LTS 28 THRU 31 (MC RUNYANS SUBDIVISION LTS 28 THRU 32) ALL BEING DES AS BEG SW/C LT 28 MC RUNYANS N 26D W100` N 63D E100` N 26D W40` N 63D E120` S 26D E30` S 63D W20` S 26D E110.75` S 63D W200` POB	\$ 1,817.88

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024510	Norman Economic Development Coalition, Inc. 424 W. Main Street Norman, OK 73069-1313	NORMAN OT LT 9 LESS EASTERLY 25' OF LT 9 BLK 86 AND WAGGONERS 1ST LOTS 10 THRU 16 BLK 86	\$ 3,368.36
R0024348	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 7 AND E12.5` OF 8 BLK 65	\$ 361.68
R0024349	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT W/2 LT 8 AND ALL LT 9 BLK 65	\$ 319.44
R0024347	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT W12.5` LOT 3 AND ALL LOTS 4 5 6 BLK 65	\$ 835.51
R0024346	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOT 2 AND E12.5` OF LOT 3 BLK 65	\$ 474.69
R0024352	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 30 AND 31 BLK 65	\$ 356.20
R0024353	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOTS 1AND 32 AND H BLK 65	\$ 416.94
R0024346	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT LOT 2 AND E12.5` OF LOT 3 BLK 65	\$ 267.01
R0024364	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E12.50` OF LOT 22 AND ALL LOT 23 AND W7 1/4` LOT 24 BLK 66	\$ 429.60
R0024366	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E17`.9`` LOT 24 AND ALL LOT 25 AND W2` LOT 26 BLK 66	\$ 438.57

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024367	Norman Municipal Authority 201 W. Gray St. Norman, OK 73069-7108	NORMAN OT E23` LOT 26 AND ALL LOT 27 AND W11.40` LOT 28 BLK 66	\$ 560.54
R0023881	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 17 18 19 20 BLK 21	\$ 740.74
R0023882	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 21 AND 22 BLK 21	\$ 200.26
R0024046	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 31 AND 32 BLK 33	\$ 670.74
R0024047	North Porter Center, LLC 2301 W. Main St. Norman, OK 73069-6463	NORMAN OT LOTS 1 2 3 4 BLK 34	\$ 1,083.52
R0023663	One Hundred Ten E Tonhawa LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 4 THRU 8 BLK 3	\$ 522.18
R0024354	P W K H, LLC 751 36th Ave SE Norman, OK 73026-4114	NORMAN OT LOTS 1 THRU 6 BLK 66	\$ 2,628.11
R0023662	Paramount Investment Mgmnt, LLC PO Box 305 Norman, OK 73070-0305	NORMAN OT LOTS 1 2 AND 3 BLK 3	\$ 745.15
R0023705	Peak Property, LLC 123 E. Main St., #200 Norman, OK 73069-1302	NORMAN OT LOT 12 BLK 5	\$ 479.12
R0023721	Peak Property, LLC 123 E. Main St., #200 Norman, OK 73069-1302	NORMAN OT LOT 10 BLK 6	\$ 449.42
R0023706	Peak Property, LLC 123 E. Nain St., #200 Norman, OK 73069-1302	NORMAN OT LOT 13 BLK 5	\$ 468.88

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023664	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 9 10 AND W15` OF LOT 11 BLK 3	\$ 280.35
R0023722	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOT 11 BLK 6	\$ 439.92
R0023800	Peak Property, LLC 123 E. Main St., Ste. 200 Norman, OK 73069-1302	NORMAN OT LOTS 13 AND 14 BLK 14	\$ 874.74
R0023811	Phyllis A. Woodard-Knott 2545 Weymouth Way Norman, OK 73071-7271	NORMAN OT LOT 12 BLK 15	\$ 205.59
R0023810	Phyllis A. Woodard-Knott 2545 Weymouth Way Norman, OK 73071-7271	NORMAN OT LOTS 10 AND 11 BLK 15	\$ 454.57
R0024477	Phyllis Holmes Murray - REV TRT & TRTEE 322 W. Tonhawa St. Norman, OK 73069-7124	NORMAN OT N40` LOTS 14 15 16 BLK 83	\$ 114.98
R0024469	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LOT 3 JOINTLY OWNED PARTY WALL LT 3 AND 4 BLK 83	\$ 295.28
R0024470	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LT 4 JOINTLY OWNED PARTY WALL LTS 3 4 AND 5 BLK 83	\$ 303.05
R0023703	Pinnacle View LLC 111 N. Peters Ave. 101 Norman, OK 73069	NORMAN OT LOT 10 BLK 5	\$ 469.65
R0023723	Pitchlynn Family Irrev Trt 4507 Chukkar Ct. Norman, OK 73072	NORMAN OT LOT 12 BLK 6	\$ 398.78

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023985	Plaza Inn, Inc PO Box 8190 Moore, OK 73153-8190	NORMAN OT LOTS 1 THRU 4 BLK 30	\$ 1,414.29
R0138675	Professional Towers, Inc PO Box 546 Norman, OK 73070-0546	NORMAN OT LT 11A BLK 23 AKA BEG SE/C LT 9 N 62D E17.5` POB N 27D W140` N 62D E32.5` S 27D E140` S 62D W32.5` POB	\$ 302.48
R0023758	Q & A, LLC 216 E. Eufaula St. Norman, OK 73069-6019	NORMAN OT LOTS 8 AND 9 BLK 11	\$ 314.12
R0024525	Rebecca Ruth Marshall - TRT-TRTE 3628 Guilford Ln. Norman, OK 73072	NORMAN OT S/2 LOTS 42 THRU 46 BLK 87	\$ 434.91
R0024519	Rebecca Ruth Marshall - TRT-TRTE 3628 Guilford Ln. Norman, OK 73072	NORMAN OT LOTS 1 2 3 BLK 87	\$ 857.21
R0024524	Rebecca Ruth Marshall -TRT-TRTE 401 W. Main Norman, OK 73069	NORMAN OT N/2 LOTS 42 THRU 46 BLK 87	\$ 440.57
R0024520	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 4 THRU 9 AND 35 THRU -41 BLK 87	\$ 5,042.68
R0024527	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 4 AND 5 BLK 88	\$ 322.62
R0024528	Republic Bank & Trust 401 W. Main St. Norman, OK 73069-1325	NORMAN OT LOTS 6 AND 7 BLK 88	\$ 311.01
R0023808	Revenue, LLC 114 W. Main St. Norman, OK 73069-5463	NORMAN OT LOTS 1 THRU -8 INCL BLK 15 (PROFESSIONAL DEV CTR)	\$ 1,212.00
R0024379	Revenue, LLC 114 W. Main St. Norman, OK 73069	NORMAN OT LOT 25 BLK 67	\$ 371.09

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024380	Revenue, LLC 114 W. Main St. Norman, OK 73069	NORMAN OT LOT 26 BLK 67	\$ 597.47
R0024476	Richard Samuel Dowell III-Rev Liv Trt 1932 W. Lindsey St., Ste. A Norman, OK 73069-4157	NORMAN OT S100` LOTS 14 15 16 BLK 83	\$ 414.75
R0024350	Rieger LLC 136 Thompson Dr. Norman, OK 73069-5245	NORMAN OT LOTS 10 THRU 29 BLK 65 LESS PRT LT 17 DES BEG NW/C LT 17 N62D E20` S16D W27.99` N29` W20` POB	\$ 2,704.94
R0023712	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT LOTS 29 THRU 32 BLK 5	\$ 1,083.58
R0023701	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT LOT 8 EXC SMALL STRIP ON W SIDE AND BEG ON S END E WALL OPERA HOUSE BLDG N 140` E1` SLY TO BEG BLK 5	\$ 395.77
R0023698	Robert & Susan Calonkey-Rev Trt- Trtees -1/2 INT 109 E. Main St. Norman, OK 73069	NORMAN OT E24 1/2` LOT 3 BLK 5	\$ 463.58
R0023760	Ronald G. Minnix - LIV TRT & TRTEE 222 E. Eufaula St. Norman, OK 73069-6051	NORMAN OT LOTS 12 THRU 16 BLK 11	\$ 1,175.72
R0023940	Rose A. Woodson - REV TRT 2637 Smoking Oak Rd. Norman, OK 73072-6735	NORMAN OT LOTS 29 AND 30 BLK 24	\$ 389.27
R0023899	Rutherford Oil Co. Inc. 2549 McGee Dr. Norman, OK 73072-6704	NORMAN OT LOTS 14 15 16 BLK 22	\$ 1,273.79

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023925	S C B Companies, LLC PO Box 2956 Norman, OK 73070-2956	NORMAN OT LOT 21 BLK 23	\$ 121.18
R0024359	S E T Companies, LLC 3975 Quarton Rd. Bloomfield Hills, MI 48302-4060	NORMAN OT LOTS 13 14 15 16 BLK 66	\$ 2,197.04
R0192735	SA Five 315 E Gray St, LLC 425 S. Lahoma Ave. Norman, OK 73069-5523	NORMAN OT LTS 6 & 7A BLK 21	\$ 729.16
R0024429	Sandra M. Gambone 3810 Kangaroo Ct. Corpus Christi, TX 78414-2105	NORMAN OT LT 5 BLK 72	\$ 470.63
R0023767	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 THRU 14 BLK 12	\$ 1,511.35
R0023768	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 15 AND 16 BLK 12	\$ 206.31
R0023770	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 23 AND 24 BLK 12	\$ 194.75
R0023772	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 27 AND 28 BLK 12	\$ 195.92
R0023774	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 THRU 5 BLK 13	\$ 2,943.64
R0023775	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOT 6 BLK 13	\$ 434.47
R0023823	Security National Bank & Tr 1183 E. Joyce Blvd., Ste. 2 Fayetteville, AR 72703-5261	NORMAN OT LOTS 1 2 3 4 BLK 16	\$ 400.79

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0024373	Seth F. & Allen L. Millington 121 S. Santa Fe Ave. Norman, OK 73069-5636	NORMAN OT LOTS 14 15 16 BLK 67	\$ 534.69
R0024369	Seth F. Millington 121 S. Santa Fe Ave., Ste. A Norman, OK 73069-5636	NORMAN OT LOT 1 AND E/2 LOT 2 BLK 67	\$ 556.91
R0023924	Shelter Investments, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 19 AND 20 BLK 23	\$ 347.87
R0024447	Silver Cricket Investments, LLC PO Box 1589 Norman, OK 73070-1589	NORMAN OT N/2 LOTS 30 31 32 BLK 72	\$ 654.06
R0024431	Skeleton Key Investments, LLC 2029 Sierra St. Norman, OK 73071-1540	NORMAN OT LOT 7 BLOCK 72	\$ 453.33
R0024355	Sooner Emerald Dreams LLC 9392 Town and Country Dr. Garden Grove, CA 92841-2029	NORMAN OT LOTS 7 AND 8 BLK 66	\$ 1,057.09
R0023941	Sopheva I, LLC 301 E. Eufaula St. Norman, OK 73069-6020	NORMAN OT LOTS 31 AND 32 BLK 24	\$ 379.14
R0023932	Stace, LLC 100 W. Main St. Norman, OK 73069-6012	NORMAN OT N90` LOTS 1 2 3 BLK 24	\$ 409.54
R0024430	Sweet Basil Thai Cuisine, LC 3810 Kangaroo Ct. Corpus Christi, TX 78414	NORMAN OT LOT 6 BLK 72	\$ 368.53
R0023821	Terry's Automotice, Inc 210 E. Tonhawa St. Norman, OK 73069-7241	NORMAN OT LTS 27 28 AND S75` OF LT 29 AND S75` OF E/2 LT 30 BLK 15	\$ 326.61
R0023798	Tershev Commercial, LLC 825 S. Ponca Ave. Norman, PL 73071-5035	NORMAN OT LOT 11 BLK 14	\$ 502.91

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023937	The Wilson Company, LLC 1043 N. University Blvd. Norman, OK 73069-7619	NORMAN OT LOTS 21 AND 22 BLK 24	\$ 1,119.93
R0023938	The Wilson Company, LLC 1043 N. University Blvd. Norman, OK 73069-7619	NORMAN OT LOTS 21 AND 22 BLK 24	\$ 284.40
R0024498	Tom S. & Marye Kate-Charitable & Educational Trust 1310 Viz Luna Dr. Gulf Breeze, FL 32561	NORMAN OT LOTS 17 AND 18 BLK 85	\$ 1,256.35
R0023926	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT LOT 22 BLK 23	\$ 135.63
R0023927	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT LOT 23 AND E/2 LOT 24 BLK 23	\$ 285.35
R0023928	Tommy Craig Ingram 319 E. Comanche St. Norman, OK 73069	NORMAN OT W/2 LOT 24 AND ALL LOT 25 BLK 23	\$ 201.34
R0023666	Tonhawa Rentals, LLC 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT E10` LOT 11 AND ALL LOT 12 AND S115` LOTS 13 THRU 16 BLK 3	\$ 655.27
R0024028	Tripp Davis PO Box 319 Norman, OK 73070-0319	NORMAN OT S69` OF LOT 29 AND E15` OF S69` OF LOT 30 BLK 32	\$ 255.71
R0023779	Two Twenty East Main, LLC 220 E. Main St. Norman, OK 73071	NORMAN OT LOT 10 BLK 13	\$ 573.65
R0023693	Two Twenty Inc 220 N. Peters Ave. Norman, OK 73069-7247	NORMAN OT LOTS 17 18 19 AND E17.5` LOT 20 BLK 4	\$ 521.75

**2023 Downtown
Business Improvement District Assessment Roll**

Item 29.

Parcel Number	Property Owner	Legal Description	2023 Assessment
R0023822	Velie Enterprises, LLC 1012 Brookside Dr. Norman, OK 73072-6309	NORMAN OT N65` OF LOTS 29 30 AND S75` OF W/2 LOT 30 AND ALL LOTS 31 AND 32 BLK 15	\$ 751.12
R0023795	Victorias-Norman, LLC 1907 Rosebrook Ct. Norman, OK 73072	NORMAN OT LOT 8 BLK 14	\$ 731.65
R0024503	Waters Electric Inc 310 W. Main St. Norman, OK 73069-1311	NORMAN OT LTS 24 AND 25 BLK 85	\$ 795.24
R0023922	Wholesale Gasoline, Inc PO Box 546 Norman, OK 73070-0546	NORMAN OT LOT 15 AND 16 BLK 23	\$ 946.66
R0023778	Wolffek Corporation 218 E. Main St. Norman, OK 73069-1303	NORMAN OT LOT 9 BLK 13	\$ 626.93
R0023782	Z & A Ltd Prtshp 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOTS 13 AND 14 BLK 13	\$ 1,332.35
R0023890	Z & A Ltd Prtshp 111 N. Peters Ave., Ste. 101 Norman, OK 73069-7235	NORMAN OT LOT 5 BLK 22	\$ 498.02

Proposed Business Improvement District








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.





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Item 29.

-  Downtown BID Boundary
-  Downtown BID Parcels
-  Linear Frontage Area #1
-  Linear Frontage Area #2
-  Linear Frontage Area #3



	Signed BID Parcel Area (159 Parcels) = 38.18ac.
	Total BID Parcel Area (328 Parcels) = 66.77ac. 57.2%
Percent Signed Petition for BID = 38.0%	
Percent City/County Signed Parcels = 19.2%	

**DISTRICT PLAN FOR
DOWNTOWN NORMAN
BUSINESS IMPROVEMENT DISTRICT
IN THE CITY OF NORMAN, OKLAHOMA**

**DISTRICT PLAN FOR
DOWNTOWN NORMAN
BUSINESS IMPROVEMENT DISTRICT
IN THE CITY OF NORMAN, OKLAHOMA**

The Downtown Norman BID Association (the “Association”) presents this Plan for the Downtown Norman Business Improvement District (the “Plan”) in the City of Norman, Oklahoma (the “City”) for the purpose to create a business improvement district (“BID”) pursuant to the Oklahoma Improvement District Act, Title 11, Oklahoma Statutes, Section 39-101, *et seq.* (“Act”).

WHEREFORE, the undersigned set forth this Plan, pursuant to the Act, in furtherance of the creation and establishment of the BID for the purposes of providing for the long-term maintenance, marketing, and management of the Downtown Norman BID as described herein;

WHEREFORE, the Benefited Properties, as defined in section 5.1, are those properties located within the BID that will receive services and improvements pursuant to the Plan as provided for in the Budget;

WHEREFORE, the description, boundaries, and area comprising the BID are those properties benefiting from the assessment, as well as the public streets, sidewalks, and other public spaces detailed in the Plan (the “District”);

WHEREFORE, the BID will be administered by the Association, which shall establish a governing body consistent with the requirements in the Plan and its Bylaws;

WHEREFORE, the annual assessments will be assessed against the Benefited Properties by the City pursuant to the specific formulas described herein and paid by the City to the Association as provided for in the Plan;

NOW THEREFORE, in furtherance of the purpose of the Plan, the Association will govern, manage, and operate the BID as further set forth herein:

1.0. District Description.

1.1. **Boundaries and Area.** The District shall be the area designated in this Plan to benefit by services and improvements with property owners within the District boundaries being subject to payment of special assessments for the costs of the services and improvements as set forth in this Plan. The District is generally located in Downtown Norman, Oklahoma. The District is divided into three designated service area levels for which services and improvements will be provided based. The District consists of properties located along Main Street from Park Avenue on the west to Porter Avenue on the east (the “Main Area”). The District also includes properties located along Gray Street from the parcels with an address of 429 on the north and 432 on the south sides of West Gray as the western boundary to the parcels with an address of 415 on the north and 418 on the south sides of West Gray as the eastern boundary (“Gray Area”). The District also includes properties located along James Garner Avenue, from Tonhawa Street on the north to Symmes Street on the west side of James Garner, and the alley between Eufaula Street and Symmes Street on the east side of James Garner as the southern boundary (the “James Garner Area”). Finally, the District will include

cross streets located within the District to include the north and south streets of Porter, University, Webster, Santa Fe, Peters, and Crawford; and the east to west streets of Tonhawa, Comanche, Eufaula, and Main Street between Porter Avenue and Ponca Avenue (the “Cross Streets Area”). Certain properties located within the District may be exempted from assessment as discussed in the Plan. The Main Area, Gray Area, James Garner Area, and Cross Streets Area are collectively referred to as the District, the Areas, and / or the Boundaries. A map of the entire District is attached as Exhibit “1.”

2.0. **District Profile.** The District is in the Downtown section of Norman, Oklahoma. The District is generally comprised of four major commercial roadways: Main Street, Gray Street, Porter Avenue, and James Garner Avenue. Downtown Norman is one of Norman’s largest commercial districts with tens of thousands of square feet of office and retail space. The District is also home to many local small businesses and numerous arts and cultural venues. The District is home to more than ten thousand jobs, and is visited by more than 500,000 tourists each year. Historically, Downtown was Norman’s premier commercial, retail, civic and entertainment center, comprised of office buildings, the Sooner Theatre, and a retail/entertainment corridor, including more than 40 local bars and restaurants. The District contains approximately three hundred properties, which are a variegated mix of old, rehabilitated, and new construction; historic and modern architecture; taxpayers, tenements, loft/warehouses and office/residential towers; and vacant development sites. Uses are also wide-ranging: ground-floor retail, above-street-level commercial and office, government offices and public sector tenants, residential uses generally above the ground floor, with a scattering of religious, educational, and cultural uses throughout. New development is yielding a true mix of uses, with new residential and retail space currently in construction, and academic, cultural, and commercial uses in the planning phase. The District is located within the City’s Ward 4 council district and within Cleveland County District 1.

2.1. **Present Zoning / Uses of District Property.** The District contains primarily commercial zoning with mid-to-high-density commercial districts allowing a range of office, retail, residential and community facility uses; the western portion of the District, generally west of the railroad tracks, is zoned Center City Form Based Code, a special zone used to promote higher density in a vibrant, inviting and walkable environment, with mixes of commercial, restaurant, retail and residential uses. Portions of the District are also affected by the Porter Corridor Overlay District, adopted in 2010 to provide a buffer between commercial and residential uses to protect land use types while encouraging redevelopment.

2.2. **Not-for-Profit, Institutions, and Public Uses.** Within the District boundaries, arts and cultural uses can be found, such as MAINSITE Contemporary Art and Sooner Theatre. The District includes the municipal complex of the City of Norman and Cleveland County governmental offices. The District also includes various religious and not-for-profit organizations.

2.3. **Transportation / Parking.** The District is well served by a comprehensive public transportation network. Bus lines are available to connect Downtown with the rest of the City, and the Depot has Amtrak service that runs from Oklahoma City to the Dallas-Fort Worth metroplex. The District is also served by on-street angled parking along Main Street, Gray Street, James Garner Avenue, and Porter Avenue. The District includes two existing public parking lots on Gray Street and numerous private-owned parking lots.

3.0. **BID Services.** The Association intends to provide a program of services and improvement for the betterment of the property owners in the District for the assessments paid to the Association (the “Program”). The services to be provided pursuant to this Plan (the “Services”) shall include the services budgeted for and required for the management, maintenance, and marketing of the District. The purpose of the Services will be for the enjoyment, protection, and general welfare of the public; the promotion and enhancement of the District; and to meet the needs identified by members of the District. The Services shall not take the place of, but shall supplement the Base Services provided by the City and assumed by the Association. The Services shall be performed under the direction of the Association. The level of Services will vary by District Area based on the annual budget adopted by the Board of Directors of the Association.

3.1. **Maintenance Program.** The Maintenance Program is intended to primarily include street, sidewalk, and vegetation Maintenance. The Maintenance Program may include, but shall not be limited to, the sweeping and cleaning of sidewalks, curbs and gutters; emptying of pedestrian trash receptacles, cleaning of street furniture, maintenance of street trees, plantings, and tree pits; and snow removal, as may be budgeted for. Special attention will be paid to problems of over-flowing trash receptacles, general sanitation problems, and general appearance of the District, which may negatively impact the desire to have a vibrant shopping and destination area in downtown Norman. These Maintenance Program services may include such equipment and supplies that are required to deliver the Services. The Program may include other maintenance services necessary to achieve a clean and inviting environment.

3.2. **Marketing Program.** The Marketing Program will include marketing, promotion, and advertising, including digital marketing and advertising, for the District, including joint advertising, special events, festivals, and publications (such as business directories, maps, etc.). The purpose of the Marketing Program is to increase business and visitor activity for all retailers, restaurants, arts, and other businesses within the District and the overall promotion of the District. Holiday and seasonal decorations may include the installation of ornaments and/or lighting in the District during holidays and for other special events. The Marketing Program services will be provided by either the Association’s staff or independent contractors as further described in the Management Program.

3.3. **Management Program.** The Management Program will consist of three primary purposes. The first purpose is Economic Development initiatives and activities, which may include the operating of business attraction and retention programs, a storefront improvement program, creating heritage tourism links, and hiring a professional to manage the Association. The second purpose is the administration of the District on behalf of the Association. The administration of the District shall be by salaried staff or independent contractors, which may include an Executive Director, Community Liaison, clerical and bookkeeper support, other special staff and/or consultants that the Association may, from time to time, deem necessary. The Executive Director will oversee the Association’s compliance with the Plan for the benefit of the District property owners. The Executive Director will serve as spokesperson for the Downtown property owners and tenants as authorized by the Association’s Board of Directors and with permission of the individual owner and / or tenant. Administrative expenses may include office rental, utility services, equipment, supplies and insurance, mailings to owners and tenants, and newsletters. Legal and accounting services will be contracted on an as-needed basis. When possible, in-kind services will be used. Finally, the Management Program may include a Security Program, which may consist of unarmed patrol of the District, creation of a

Neighborhood Watch and/or safety education programs. A licensed and bonded security company could also work in conjunction with the Norman Police Department and Cleveland County Sheriff's Office to provide services during weekends, special events, holidays, and as otherwise provided for by the Association's budget.

3.4. **Additional Services.** Subject to any approvals and controls that may be required by the Board of Directors of the Association, the District may provide such additional services as are permitted by law.

3.5. **Implementation.** It is anticipated that the Association will commence Services during the first year of the Plan. The level of Services for the Maintenance, Management, and Marketing Programs may vary by District Area and as budgeted on an annual basis by the Association's Board of Directors.

3.6. **General Provisions.** All Services funded by the assessments on property owners within the District shall be in addition to (and not in substitution for) any required and customary municipal services provided by the City. All Services need not be performed in every year of the Plan. The staff and/or contractors of the Association may render such administrative services as are needed to support performance of the Services. In the event that, the sources of funding as hereinafter described do not, in the aggregate, provide the revenues equal to or exceeding the Association's Total Annual Budget Amount for such year of the Plan, the Association may forego providing one or more of the Services in order to have revenues sufficient to pay any debt service required in the Budget and / or to ensure a reasonable carry-over to continue the orderly administration of the BID.

4.0. **BID Improvements.** The Improvements proposed in the BID would be in the public space within the District. These Improvements may include amenities to identify, enhance and beautify the District, including but not limited to: (a) sidewalk plantings, tree, shrubs and flowers in tubs, at grade or above ground level; (b) sidewalk signage, logos, banners, medallions and/or plaques identifying the District; and (c) street, sidewalk, public art, and other public space amenities to improve tourism, appearance, and pedestrian circulation and safety. Improvements may also include, but are not limited to:

- a. Trash receptacles
- b. Lighting
- c. Signage / identification markers
- d. Key building identification
- e. Banners and/or medallions
- f. Technology features such as charging stations, Wi-fi, etc.
- g. Benches and/or street furniture
- h. Information boards and kiosks

4.1. **Implementation.** Improvements may be implemented on an as-needed basis and as provided for by the Association's Budget. Improvements may be made at specific locations within the District to ensure that Services being provided to property owners can be provided across the District areas.

4.2. **General Provisions.** Improvements funded by Assessments shall be in addition to, and not in substitution for, the required and customary municipal improvements provided by the City on a citywide basis. The staff and/or subcontractors of the Association may render such administrative services as are needed to support installation of the Improvements.

5.0. **Proposed Sources of Funding.** The proposed sources of funding for all Services and Improvements to further the purpose of the BID, shall be the sources of funding described in section 5 of the Plan. Subject to requirements of the law, the Association may apply all monies derived from the sources of funding permitted herein to fund any expenditure permitted under this Plan.

5.1. **Assessments.** By virtue of this Plan, the City will levy, collect, and then disburse to the Association, the property owner assessments with respect to the properties located within the District. The assessment to provide the Services and Improvements shall benefit all properties within the District (the “Benefited Properties”). The specific Services or Improvements to be provided may vary by the defined areas within the District. The Benefited Properties are identified by the District Map, and are listed in the attached Exhibit “2.”

The assessments, as described herein below, shall be defined as “Assessments.”

5.1(a) **Assessments, General.** To support the Budget necessary to provide the Services and Improvements in the District as herein described, all real property in the District shall be assessed in approximate proportion to the benefit the property which receives the Services and Improvements. Each property shall be assessed an amount, that when totaled together with amounts for other properties in the District, shall yield an amount sufficient to meet the District’s annual budget as determined by the Association. The amounts, exclusive of debt service, assessed and levied each year against the Benefited Properties as Assessments, may not exceed 30% of the total annual budgeted amount as determined by the Association to provide the Services and Improvements intended to benefit the District. The assessment formula shall generally include a taxable value component, an acreage component, and a linear frontage footage component (collectively, the “Assessment Formula”).

5.1(b). **Assessments, Taxable Value.** All Benefitted Properties within the District shall be assessed based on the taxable value of the property as determined by the Cleveland County Assessor. The taxable value assessment rate shall be eight percent of one percent of taxable value for each individual property’s taxable value as determined for each year of the Plan. For example, if the taxable value of a property is \$100,000, then this value would be multiplied by .0008 to determine the amount of the assessment (e.g., \$120 for each \$100,000 in taxable value).

5.1(c). **Assessments, Acreage Basis.** All Benefitted Properties within the District shall be assessed based on the acreage of the property as determined by the Cleveland County Assessor. The acreage assessment shall be \$1,100 for every acre of land and on a pro rata basis for any partial acre.

5.1(d). **Assessments, Linear Front Footage.** A linear front footage (“LFF”) assessment shall apply to Benefitted Properties in the Main Area, Gray Area, James Garner Area, and Porter Area. The linear front footage assessment shall consist of three areas.

LFF Area # 1 – The Main Area shall include those properties with frontage along Main Street. The rate to be assessed for frontage along Main Street shall be \$7.50 per linear foot.

LFF Area # 2 – The Gray Area and James Garner Area shall each respectively be in area # 2 once the anticipated two-way roadway conversions of the Gray Street, intersection and roadway improvements on James Garner, and related streetscape improvements are substantially completed by the City. Once these public improvements are determined by the City to be substantially complete, the Gray Area properties or the James Garner Area properties will be assessed at a rate of \$5.00 per linear foot along either Gray Street or James Garner Avenue. Until the improvements are substantially completed, the Gray Area and James Garner Area properties will be assessed as area #3.

LFF Area # 3 – The Cross Street Area shall include those properties with frontage along Porter, Crawford, Peters, Santa Fe, Webster, University, Tonhawa, Comanche, and Eufaula. The rate to be assessed for frontage along any of these cross streets shall be \$2.50 per linear foot per street. The Gray Area and James Garner Area properties will be assessed at the LFF Area # 3 rate until the public roadway improvements are substantially completed.

5.1(e). **Residential Property Assessment.** Properties zoned single family residential or devoted in whole to single family residential uses shall be exempted from any assessment in the District. Any mixed use and / or multi-family residential properties shall be assessed based on the area within the BID that the property is located.

5.1(f). **Government Property.** All government owned property devoted entirely to public use shall be subject to assessment as set forth herein. LFF Assessments for each parcel owned by a government entity will be imposed as set forth in Section 5.1(d) herein. Taxable value for government parcels will be determined utilizing the average taxable value in the District per acre multiplied by the acreage of each government owned parcel. The taxable value assessment rate shall be the same as set forth in Section 5.1(b) herein. Government owned properties devoted in whole or in part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for government owned parcels being used for commercial purposes shall be the greater of the average taxable value in the District per acre multiplied by the acreage of each government owned parcel; or the taxable value of the personal property located on the government owned parcel being used for commercial purposes.

5.1(g). **Not-for-profit Property; Utilities.** A not-for-profit shall be defined as an entity recognized as a 501(c)(3) by the Internal Revenue Service, a church, religious organization, or as otherwise determined by the Cleveland County Assessor. Not-for-profit owned property or a utility owned property devoted primarily to not-for-profit use or utility use shall be exempt from District assessment. They may, however, choose to make voluntary annual contributions to the BID’s Budget. Not-for-profit owned properties devoted in whole or in large part to commercial or for-profit uses shall be assessed based on the District area in which the property is located. Taxable value for not-for-profit owned parcels being used for commercial purposes shall be the greater of the average taxable

value in the District per acre multiplied by the acreage of the not-for-profit owned parcel(s); or the taxable value of the personal property located on the not-for-profit owned parcel(s) being used for commercial purposes.

5.2. **Source of Funding: Agreement with City.** The Association anticipates entering into an agreement with the City that would provide funding for the Association to provide the base level of maintenance currently provided by the City within the District. Funding for these services will be provided for in such agreement with the City, and not from Assessments.

5.3. **Source of Funding: Grants and Donations.** The Association may accept grants and donations from private institutions, the City, other public and private entities and individuals, and other not-for-profit organizations. To the extent grants and donations are for designated purposes, those funds may not be utilized towards satisfying the operating budget for the District.

5.4. **Source of Funding: Borrowing.** The Association may borrow money from a private lending institution, the City, other public and private entities or individuals, and other not-for-profit organizations for the purpose of funding operations or Improvements, so long as such borrowing is allowed by law and the Bylaws of the Association. Further, the Association may borrow funds subject to the following: (a) the use of monies received by the Association from the City or from any other public entity, whether in the form of a grant or as proceeds from a loan, shall be subject to: (i) all statutory requirements applicable to the expenditure and use of such monies, and (ii) any requirements imposed by the City or by any other public entity, as the case may be; and (b) any loans which the Association may enter into as borrower shall be subject to terms and conditions of this Plan.

5.5. **Source of Funding: Charges for User Rights.** The Association may, in accordance with the terms and conditions of this Plan, impose a charge as consideration for the approval of events within the District and for the sub-granting or sub-licensing of user rights as herein defined.

5.6. **Source of Funding: Other.** The Association may derive revenues from any other sources of funding not heretofore mentioned and which are permitted by law. Any other sources of funding not specifically resulting from assessments do not have to be included in the revenues for the Budget.

5.7. **Assignment of Funding.** The Association may assign these revenues for the purpose of securing loans which the Association may enter as allowed by the Plan, provided such assignments are subject to the terms and conditions of this Plan.

6.0. **Annual Budget and Annual Expenditures.** The Association will establish an annual budget for Services, to include the Maintenance Program, Marketing Program, and Management Program, and for any Improvements, for the BID District. The Association's annual expenditures will not exceed the budgeted amount plus any reserve (or carry-over) funds. Each year the Association will establish an annual budget and annual expenditures for Services and Improvements for the Benefited Properties within the District.

6.1. **First Year Budget.** It is estimated that the Association’s first year budget of proposed expenditures for Services and Improvements for the Benefited Properties in the BID District will be as follows:

- 6.1(a). **For Services:**
 - i. Maintenance Program: \$100,000
 - ii. Marketing Program: \$ 40,000
 - iii. Management Program: \$ 62,600
- 6.1(b). **For Improvements:** \$ 25,000
- 6.1(c). **City Administration Fee:** \$ 5,690

TOTAL FIRST YEAR BUDGET \$233,290

6.2. **Subsequent Budgets.** The Association shall establish for each year of the Plan a proposed budget of expenditures. Such proposed budget shall: (i) reasonably itemize the purposes for which monies are proposed to be expended by the Association; (ii) specify the amount, if any, proposed to be expended by the Association for debt service; and (iii) set forth the total amount to be expended (the “Total Annual Budget Amount”). A proposed budget for any year of the Plan shall be referred to as a “Budget.” The Budget should be approved by the Association in ample time to allow for the calculations necessary for the Assessment Formula and for the Association and City to levy the assessments against the Benefited Properties.

6.3. **Assessments for Budget Needs.** To raise the funds necessary on an annual basis for the Budget, the Association may proportionally increase or decrease the Taxable Value portion of the Assessment Formula, the Acreage portion of the Assessment Formula, and the Linear Front Footage portion of the Assessment Formula, with each portion bearing approximately thirty-three percent (33%) of the burden or benefit to fund the budgetary needs of the Association in any specific year; provided however, that no single component will exceed forty percent (40%) of the Assessment Formula and no single component will account for less than thirty percent (30%) of the Assessment Formula.

6.4. **General Provisions.** The Association shall make no expenditure of monies other than in accordance with and pursuant to: (a) a Budget approved by the Directors of the Association; and (b) the provisions in this Plan. The Association may carry over funds from one year of the Plan to the next and said carry over funds may be expended in subsequent years. To the extent the Association does not collect the revenues budgeted, the Association may reduce the Services and Improvements to be provided to the Benefited Properties, as necessary, to ensure adequate funding is available for the Association.

7.0. **District Management Association.** The Association established for the BID shall be incorporated under the State of Oklahoma Not-for-Profit Corporation Law. The Association shall be organized for the purpose of executing the responsibilities and duties set forth in this Plan, and as required by applicable law. Furthermore, the Association shall carry out the activities prescribed in the Plan and shall promote and support the District. Additionally, the Association shall be organized exclusively for purposes as specified in Section 501(c) of the Internal Revenue Code. The Board of Directors (the “Board”) and classes of voting membership and any non-voting membership will be described in the Association’s Bylaws. The Board and voting classes may be composed of:

- (i) Owners, or representatives of owners, of real property located in the District;
- (ii) Representatives of not-for-profit organizations operating within the District;
- (iii) Representatives of tenants located within the District;
- (iv) Persons with specialized professional experience, such as attorneys, accountants, architects; and
- (v) Public representatives as recommended by the City and County.

The rules and regulations proposed for governing operation of District and the provision of Services and Improvements by the Association are set forth in the Plan and as further described in the Bylaws of the Association.

8.0. **City Grant; Association Authority.**

8.1. **City Grant.** The City hereby grants permitting and licensing rights to the Association for the permitting of commercial or non-commercial activities or other private uses of the streets, street closure permissions, sidewalks, or other public parts of the District in which the City has any real property interest (the “User Rights”) within the District. Such User Rights are not intended to replace any City requirements or permit processes set forth in the Norman Municipal Code, as may be amended from time to time. The City hereby specifically agrees that no permit, license or grant of User Rights for any commercial or non-commercial activities or other private uses of streets, closure of public streets, sidewalks, or other public areas within the District shall be approved by the City without the prior authorization being granted by the Association.

8.2. **Association Authority.** The Association shall have the authority to approve or deny any license or permit for any commercial or non-commercial activities or other private uses of the streets, the closure of public streets, sidewalks, or other public parts of the District in which the City has any real property interest.

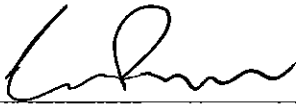
8.3. **General, Powers.** The Association is hereby empowered to establish non-discriminatory policies and procedures for interested parties to apply to the Association for a license / permit for User Rights of public spaces located within the District. The Association may assess a reasonable charge upon applicants for such grant of permit or licensing rights. The Association may also impose reasonable requirements upon any applicant for the granting of any permit or license for activities within the District.

9.0. **Association, Duties.** The Association shall have the duty to provide the Services and Improvements in the Plan for the term of the Plan. The Association shall also have the duty to deliver the Services and Improvements in the Plan to the Benefited Properties within the bounds of the Budget of the BID District. The Association may also enter into any sub-contracts necessary to provide the Services and / or the Improvements.

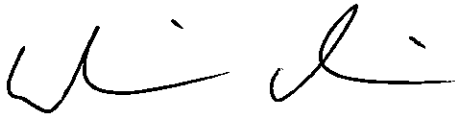
10.0. **City, Assessment Duties.** Pursuant to the terms, conditions and requirements of the Plan, the City shall levy, collect and disburse to the Association, the Assessments against the Benefited Properties. The disbursements shall be made in accordance with general procedures for the payment of other City expenditures. The City may assess an administrative fee against the BID of no more than 2.5% of the collected assessment revenue. Should the City elect to assess a fee, the City will notify the Association in writing no less than sixty days before the commencement of each fiscal year.

11.0. **Term.** The commencement date of the BID is January 1, 2023, and shall continue thereafter for ten (10) years.

This District Plan for Downtown Norman Business Improvement District in the City of Norman, Oklahoma is hereby approved this 3rd day of June, 2022, by a majority vote of the Board of Directors of the Association.



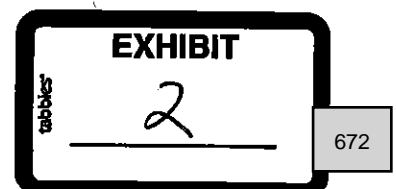
President / Chair of the Association



Secretary of the Association

Properties within proposed Business Improvement District

<u>User Account #</u>	<u>Owner Name</u>
R0037774	102 WEST EUFAULA, LLC
R0037773	102 WEST EUFAULA, LLC
R0023714	104, LLC
R0023813	111 NORTH PETERS, LTD PARTNERSHIP
R0023812	111 NORTH PETERS, LTD PARTNERSHIP
R0023677	115 E GRAY LLC
R0023694	120 E TONHAWA, LLC
R0023704	121 E MAIN STREET, LLC
R0023699	1958, LLC
R0023700	1958, LLC
R0024526	200 N UNIVERSITY LLC
R0023793	211 DOWNTOWN, LLC
R0023796	217 E MAIN, LLC
R0023797	219 E MAIN, LLC
R0023780	222 E MAIN, LLC
R0024436	226 W GRAY, LLC
R0024483	300 WEST, LLC
R0191087	301 E GRAY PARTNERS, LLC
R0191088	301 E GRAY PARTNERS, LLC
R0023930	303 E COMANCHE, LLC
R0023929	303 E COMANCHE, LLC
R0104309	303 S PETERS, LLC
R0023915	314 E MAIN, LLC
R0024529	415 WEST GRAY, LLC
R0024530	415 WEST GRAY, LLC
R0023713	4DN, LLC
R0024382	A M G RESTAURANTS, INC
R0024383	A M G RESTAURANTS, INC
R0023808	AARON STILES (former NPS)
R0023888	ABT-7 REAL ESTATE, LLC
R0023741	ACS ENTERPRISES, LLC
R0024375	ADAIR, JAMES L
R0138698	ADAIR, JAMES L
R0024358	ADAIR, JAMES L
R0023790	ADAIR, JAMES L
R0024507	ADAIR, JAMES R
R0024505	ADAIR, JAMES R
R0024506	ADAIR, JAMES R
R0024498	ALDRIDGE, TOM S & MARYE KATE-CHARITABLE & EDUCATIONAL TRUST



R0023921	ALGHOJEH, ASGHAR & TWANA S
R0024056	ARCHDIOCESE OF OKLA CITY (EXCLUDED - Not for Profit)
R0023937	ARMSTRONG, S W JR (New Ownership: Wilson Company, LLC)
R0023938	ARMSTRONG, S W JR
R0023769	ARVEST BANK
R0023771	ARVEST BANK
R0024501	ASTRO CARDINAL BB TEAM LLC
R0024368	B I C LEGAL, PLLC
R0024381	BARRY OWNS & RENTS, LLC (New Ownership: 112 W. Main, LLC)
R0023735	BIG BROTHERS ENTERPRISES, LLC
R0023820	BIG BROTHERS INVESTMENTS LLC
R0023733	BOARD OF COUNTY COMMISSIONERS
R0023739	BOARD OF COUNTY COMMISSIONERS
R0023738	BOARD OF COUNTY COMMISSIONERS
R0023737	BOARD OF COUNTY COMMISSIONERS
R0024370	BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY
R0023726	C L L C, LLC
R0023725	C L L C, LLC
R0023724	C L L C, LLC
R0188520	C L L C, LLC
R0023712	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023698	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0023701	CALONKEY, ROBERT & SUSAN-REV TRT-TRTEES -1/2 INT
R0024448	CITY OF NORMAN
R0023936	CITY OF NORMAN
R0023807	CITY OF NORMAN
R0023806	CITY OF NORMAN
R0023300	CITY OF NORMAN
R0023697	CITY OF NORMAN
R0024034	CITY OF NORMAN
R0024035	CITY OF NORMAN
R0024032	CITY OF NORMAN
R0023803	CITY OF NORMAN
R0024038	CITY OF NORMAN
R0023804	CITY OF NORMAN
R0023802	CITY OF NORMAN
R0024036	CITY OF NORMAN
R0023757	CITY OF NORMAN
R0024037	CITY OF NORMAN
R0023805	CITY OF NORMAN
R0023857	CITY OF NORMAN
R0023740	CLEVELAND CO HOME LN AUTHORITY
R0023734	CLEVELAND COUNTY

R0023788	CLEVELAND COUNTY
R0024385	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024390	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024397	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024396	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024386	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024387	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024388	CLEVELAND COUNTY HEALTH DEPARTMENT
R0024389	CLEVELAND COUNTY HEALTH DEPARTMENT
R0023728	CLEVELAND COUNTY HOME LOAN
R0023729	CLEVELAND COUNTY HOME LOAN
R0094839	CLEVELAND COUNTY HOME LOAN
R0023732	CLEVELAND COUNTY HOME LOAN
R0023727	CLEVELAND COUNTY HOME LOAN
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023678	CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY
R0023695	CLINTON, GARY A
R0023696	CLINTON, GARY A
R0100690	COMANCHE CENTER, LLC
R0024024	COMANCHE CENTER, LLC
R0024521	COPELIN, EDWARD C
R0024394	COPELIN, EDWARD C & LINDA K
R0024371	COPELIN, EDWARD C & LINDA K
R0024395	COPELIN, EDWARD C-REV TRT-TRTEE
R0023819	CORR, ED FAMILY LLC
R0023818	CORR, ED FAMILY LLC
R0023817	CORR, ED FAMILY LLC
R0024432	CORR, ED-FAMILY LLC
R0023827	-----COUNCIL FOR DEVELOPMENTAL (Excluded - Not for Profit)
R0023815	CRAWFORD INVESTMENT GROUP, LLC
R0150719	D & J LAND, LLC
R0024029	D & J LAND, LLC
R0154498	D & J LAND, LLC
R0024030	D & J LAND, LLC
R0154499	D & J LAND, LLC
R0024063	DAVE'S HEALTH MART PHARMACY INC
R0024028	DAVIS, TRIPP
R0023933	DAY, DONALD L-REV TRT
R0024476	DOWELL, RICHARD SAMUEL III-REV LIV TRT
R0024393	DOYLES ELECTRIC INC
R0023801	DUNMAN PROPERTIES, LLC
R0154495	DUNMAN PROPERTIES, LLC
R0023799	DUNMAN PROPERTIES, LLC

R0023781	DUTCHER INVESTMENT PROPERTIES, LLC
R0023675	EAST GRAY RENTALS
R0023708	FIRST FIDELITY BANK, NA
R0023711	FIRST FIDELITY BANK, NA
R0023710	FIRST FIDELITY BANK, NA
R0023707	FIRST FIDELITY BANK, NA
R0023709	FIRST FIDELITY BANK, NA
R0023691	FOREMAN, LYNN D-REV TRT & TRTEE
R0024489	G S J M, LLC
R0024484	G S J M, LLC
R0024429	GAMBONE, SANDRA M
R0189620	GBDENTAL HOLDINGS, LLC
R0189619	GBDENTAL HOLDINGS, LLC
R0024472	GIFFORD, WANDA JO-LIV TRT
R0024014	GOODMAIN, INC (All Goodmain, Inc. Properties - New ownership: EDO, LLC)
R0024022	GOODMAIN, INC
R0024020	GOODMAIN, INC
R0024019	GOODMAIN, INC
R0024023	GOODMAIN, INC
R0024018	GOODMAIN, INC
R0024021	GOODMAIN, INC
R0024016	GOODMAIN, INC
R0024017	GOODMAIN, INC
R0093456	GOODMAN & SONS, LLC
R0023904	GOODMAN & SONS, LLC
R0023887	GOODMAN & SONS, LLC
R0024433	GOODMAN & SONS, LLC
R0023880	GOODMAN & SONS, LLC
R0023895	GOODMAN & SONS, LLC
R0023907	GOODMAN & SONS, LLC
R0023893	GOODMAN & SONS, LLC
R0023892	GOODMAN & SONS, LLC
R0023894	GOODMAN & SONS, LLC
R0023905	GOODMAN & SONS, LLC
R0023896	GOODMAN & SONS, LLC
R0024361	GOODMAN & SONS, LLC
R0023906	GOODMAN & SONS, LLC
R0023910	GOODMAN & SONS, LLC
R0023911	GOODMAN & SONS, LLC
R0023912	GOODMAN HOLDINGS, LLC
R0093455	GOODMAN HOLDINGS, LLC
R0023916	GOODMAN HOLDINGS, LLC
R0023897	GOODMAN HOLDINGS, LLC

R0023909	GOODMAN HOLDINGS, LLC
R0023889	GOODMAN HOLDINGS, LLC
R0023898	GOODMAN HOLDINGS, LLC
R0023902	GOODMAN HOLDINGS, LLC
R0024435	GOODMAN HOLDINGS, LLC
R0023903	GOODMAN HOLDINGS, LLC
R0024013	GOODMAN INVESTMENTS, LLC
R0023923	GOODMAN INVESTMENTS, LLC
R0023878	GOODMAN INVESTMENTS, LLC
R0023879	GOODMAN INVESTMENTS, LLC
R0023886	GOODMAN, BRADLEY K
R0023692	GOODMAN, BRADLEY K
R0023715	GOODMAN, BRADLEY K
R0024031	GSK, LLC
R0024500	HALL, J PROPERTIES, LLC
R0024499	HALL, J PROPERTIES, LLC
R0023759	HEIPLE, GREGORY ALAN
R0024508	HICKSON, DOUGLAS & SHERRILL-REV TRT
R0024509	HICKSON, DOUGLAS & SHERRILL-REV TRT
R0023942	HILAND DAIRY (not in BID Boundary)
R0023939	HILAND DAIRY (not in BID Boundary)
R0024376	HOLMES, ALEXANDER B
R0024468	HOOPER, CHARLES W
R0024471	HOOPER, CHARLES W
R0024522	IMAN, CHARLIE PROPERTIES, LLC
R0024523	IMAN, CHARLIE PROPERTIES, LLC
R0023927	INGRAM, TOMMY CRAIG
R0023928	INGRAM, TOMMY CRAIG
R0023926	INGRAM, TOMMY CRAIG
R0175496	J FORD, LLC
R0023755	JAMM FAMILY LLC
R0023860	JB COMMERCIAL, LLC
R0023866	JERRY'S LLC
R0023865	JERRY'S LLC
R0023867	JERRY'S LLC
R0023884	JOHNSON, CHRISTOPHER D (excluded: Single Family)
R0023891	JOHNSON-JRS, LLC
R0105398	JUMPER, MICHAEL D & PATRICE A
R0024497	KDL ENTERPRISES, LLC
R0023718	KRAMERICA, LLC
R0024502	L C MILLER PROPERTIES, LLC
R0023773	LAWYERS PROFESSIONAL BUILDING, LLC
R0023856	LINZE, KAYE M-REV TRT

R0024437	LMD LEASING C, LLC
R0023702	LOEFFELHOLZ, DEBRA DEANN
R0024377	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0138673	LOEFFLER & ASHFORD INVESTMENTS, LLC
R0024374	MAGNOLIA INVESTMENT PROP, LLC
R0023784	MAIN & CRAWFORD, LLC
R0023783	MAIN & CRAWFORD, LLC
R0023814	MANCHESTER, DONALD HARVEY
R0024519	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024525	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024524	MARSHALL, REBECCA RUTH-TRT-TRTE
R0024357	MARTHA C, LLC
R0138674	MCCALL, KENNETH LEE JR
R0024426	MCELVANY, JAMES & LINDA
R0128474	MCELVANY, JAMES & LINDA
R0128475	MCELVANY, JAMES L-REV TRT-UND 1/2 INT OF 1/3 INT
R0024486	MIDTOWN OFFICES, LLC
R0024488	MIDTOWN OFFICES, LLC
R0024485	MIDTOWN OFFICES, LLC
R0024487	MIDTOWN OFFICES, LLC
R0024369	MILLINGTON, SETH F
R0024373	MILLINGTON, SETH F & ELLEN L
R0023883	MILLION, ANDREW T
R0023760	MINNIX, RONALD G-LIV TRT & TRTEE
R0024356	MK ON MAIN, LLC
R0024378	MOORE STUDIOS, LLC
R0023931	MOORE, ELDORA P-LIFE ESTATE
R0024475	MOORE, MONTGOMERY W & JANET L
R0024482	MOVING MOUNTAINS, LLC
R0024477	MURRAY, PHYLLIS HOLMES-REV TRT & TRTEE
R0024384	N M R C-1, LLC AN OK LMTD CORP
R0024470	NELSON RAY INTERIORS, LLC (New Ownership: Pinnacle View, LLC)
R0024469	NELSON RAY INTERIORS, LLC (New ownership: Pinnacle View, LLC)
R0154496	NEWSPAPER HOLDING INC
R0023720	NIML, LLC
R0023719	NIML, LLC
R0024510	NORMAN ECONOMIC DEVELOPMENT COALITION, INC
R0024347	NORMAN MUNICIPAL AUTHORITY
R0024367	NORMAN MUNICIPAL AUTHORITY
R0024346	NORMAN MUNICIPAL AUTHORITY
R0024366	NORMAN MUNICIPAL AUTHORITY
R0024364	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY

R0024348	NORMAN MUNICIPAL AUTHORITY
R0024352	NORMAN MUNICIPAL AUTHORITY
R0024353	NORMAN MUNICIPAL AUTHORITY
R0024349	NORMAN MUNICIPAL AUTHORITY
R0024047	NORTH PORTER CENTER, LLC
R0023881	NORTH PORTER CENTER, LLC
R0024044	NORTH PORTER CENTER, LLC
R0024046	NORTH PORTER CENTER, LLC
R0024042	NORTH PORTER CENTER, LLC (not in BID Boundary)
R0024043	NORTH PORTER CENTER, LLC (not in BID Boundary)
R0024045	NORTH PORTER CENTER, LLC (not in BID Boundary)
R0024048	NORTH PORTER CENTER, LLC (not in BID Boundary)
R0023882	NORTH PORTER CENTER, LLC (not in BID Boundary)
R0023663	ONE HUNDRED TEN E TONHAWA LLC
R0024354	P W K H, LLC
R0023662	PARAMOUNT INVESTMENT MGMNT, LLC
R0023800	PEAK PROPERTY, LLC
R0023705	PEAK PROPERTY, LLC
R0023706	PEAK PROPERTY, LLC
R0023721	PEAK PROPERTY, LLC
R0023722	PEAK PROPERTY, LLC
R0023664	PEAK PROPERTY, LLC
R0023908	PERRY, JEFFREY BRYCE
R0023934	PETERSEN, CATHERINE H
R0023809	PETTIGREW, LEWIS & PHILLIPS HOLDING COMPANY, LLC
R0023716	PFENNING, KURT BOOTH
R0023703	PINNACLE VIEW LLC
R0023723	PITCHLYNN FAMILY IRREV TRT
R0023985	PLAZA INN, INC
R0024473	POLK, DONALD H & SALLY J-REV TRT
R0024474	POLK, DONALD H & SALLY J-REV TRT
R0138675	PROFESSIONAL TOWERS, INC
R0023758	Q & A, LLC
R0023913	REMY, DORELLA M-REV TRT & TRTEE
R0024520	REPUBLIC BANK & TRUST
R0024527	REPUBLIC BANK & TRUST
R0024528	REPUBLIC BANK & TRUST
R0024380	REVENUE, LLC
R0024379	REVENUE, LLC
R0024350	RIEGER LLC
R0023998	ROWLAND, MEREDITH & JEFF-LIV TRT
R0024531	RUSSELL, LISA G-LIVE TRT
R0023899	RUTHERFORD OIL CO INC

See note at end of property list

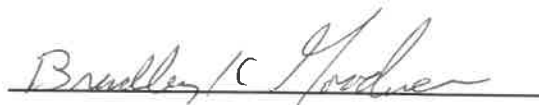
R0023925	S C B COMPANIES, LLC
R0024359	S E T COMPANIES, LLC
R0190748	SA FIVE 315 E GRAY ST, LLC
R0190747	SA FIVE 315 E GRAY, LLC
R0023774	SECURITY NATIONAL BANK & TR
R0023767	SECURITY NATIONAL BANK & TR
R0023775	SECURITY NATIONAL BANK & TR
R0023823	SECURITY NATIONAL BANK & TR
R0023768	SECURITY NATIONAL BANK & TR
R0023772	SECURITY NATIONAL BANK & TR
R0023770	SECURITY NATIONAL BANK & TR
R0023794	SHEFFIELD, DEBORAH
R0023924	SHELTER INVESTMENTS, LLC
R0024447	SILVER CRICKET INVESTMENTS, LLC
R0024431	SKELETON KEY INVESTMENTS, LLC
R0023736	SMITH, DOUGLAS J & MARY E
R0024355	SOONER EMERALD DREAMS LLC
R0023717 -----	SOONER THEATRE OF NORMAN, INC (Excluded: Not for Profit)
R0023941	SOPHEVA I, LLC
R0024420 -----	SOUTHWESTERN BELL TELE CO (Excluded: Utility)
R0024423 -----	SOUTHWESTERN BELL TELE CO (Excluded: Utility)
R0024421 -----	SOUTHWESTERN BELL TELE CO (Excluded: Utility)
R0024422 -----	SOUTHWESTERN BELL TELE CO (Excluded: Utility)
R0023932	STACE, LLC
R0024430	SWEET BASIL THAI CUISINE, LC
R0023821	TERRYS AUTOMOTIVE, INC
R0023798	TERSHEV COMMERCIAL, LLC
R0023666	TONHAWA RENTALS, LLC
R0024015 -----	TRAW ENTERPRISES, INC (New Ownership: EDO, LLC)
R0023919	TRAW, JOHN M
R0023920	TRAW, JOHN M
R0100691	TRAW, JOHN M
R0023779	TWO TWENTY EAST MAIN, LLC
R0023693	TWO TWENTY INC
R0023822	VELIE ENTERPRISES, LLC
R0023795	VICTORIAS-NORMAN, LLC
R0024503	WATERS ELECTRIC INC
R0024360	WATLEY, KEVIN D
R0023914	WELCHER, FLORENE E
R0023922	WHOLESALE GASOLINE, INC
R0023778	WOLFFELK CORPORATION
R0023810	WOODARD-KNOTT, PHYLLIS A
R0023811	WOODARD-KNOTT, PHYLLIS A

R0023940	WOODSON, ROSE A-REV TRT
R0023665	YOUNG, CHARLES I. III
R0023782	Z & A LTD PRTSHP
R0023890	Z & A LTD PRTSHP

*For Parcel R0023808 - Not shown on the original list of properties due to Norman Public Schools Ownership, at the time excluded. Now owned by Revenue, LLC and included as overall percentage of property.

CITY OF NORMAN
OFFICE OF CITY CLERK

This 17th day of August, 2022, I delivered to the office of the City Clerk for the City of Norman the attached Protests to the proposed business improvement district signed by property owners within the proposed district. Please review these Protests in conjunction with your review of the petition filed in favor of the proposed district.



Bradley K. Goodman
300 ½ East Main St.
Norman, OK 73069
(405) 329-7401

Acknowledge receipt of attached documents:



Title: Deputy City Clerk

Date: August 17, 2022

Norman Bid Square Footage.xls

BID TAX	Percent of BID	Acreeage	User Account	
\$621.06	0.52%	0.26763	R0093456	Goodman & Sons, LLC
\$469.26	0.32%	0.16274	R0023904	Goodman & Sons, LLC
\$425.60	0.20%	0.10294	R0023887	Goodman & Sons, LLC
\$365.51	0.16%	0.08090	R0024433	Goodman & Sons, LLC
\$361.96	0.29%	0.14954	R0023880	Goodman & Sons, LLC
\$345.07	0.17%	0.08560	R0023895	Goodman & Sons, LLC
\$331.03	0.32%	0.16361	R0023907	Goodman & Sons, LLC
\$325.30	0.15%	0.07826	R0023893	Goodman & Sons, LLC
\$321.86	0.16%	0.08221	R0023892	Goodman & Sons, LLC
\$320.77	0.15%	0.07818	R0023894	Goodman & Sons, LLC
\$318.74	0.31%	0.15773	R0023905	Goodman & Sons, LLC
\$315.06	0.15%	0.07588	R0023896	Goodman & Sons, LLC
\$280.69	0.14%	0.06976	R0024361	Goodman & Sons, LLC
\$248.15	0.24%	0.12180	R0023906	Goodman & Sons, LLC
\$150.32	0.09%	0.04528	R0023910	Goodman & Sons, LLC
\$125.96	0.05%	0.02788	R0023911	Goodman & Sons, LLC
\$1,063.84	0.31%	0.15956	R0023912	Goodman Holdings, LLC
\$890.53	0.62%	0.31611	R0093455	Goodman Holdings, LLC
\$358.56	0.17%	0.08430	R0023916	Goodman Holdings, LLC
\$353.60	0.16%	0.08266	R0023897	Goodman Holdings, LLC
\$326.70	0.18%	0.08988	R0023909	Goodman Holdings, LLC
\$321.53	0.15%	0.07704	R0023889	Goodman Holdings, LLC
\$317.85	0.16%	0.07982	R0023898	Goodman Holdings, LLC
\$225.97	0.17%	0.08746	R0023902	Goodman Holdings, LLC
\$218.37	0.15%	0.07803	R0024435	Goodman Holdings, LLC
\$206.94	0.15%	0.07631	R0023903	Goodman Holdings, LLC
\$855.00	0.62%	0.31866	R0024013	Goodman Investments, LLC
\$676.43	0.31%	0.15721	R0023923	Goodman Investments, LLC
\$547.68	0.54%	0.27629	R0023878	Goodman Investments, LLC
\$481.90	0.38%	0.19578	R0023879	Goodman Investments, LLC
\$835.16	0.16%	0.08388	R0023886	Goodman, Bradley K
\$598.45	0.47%	0.24143	R0023692	Goodman, Bradley K
\$418.37	0.16%	0.08127	R0023715	Goodman, Bradley K
\$14,023.21	8.30%	4.23561		TOTAL GOODMAN OPPOSITION TO BID
\$1,083.52	0.63%	0.32041	R0024047	North Porter Center, LLC
\$740.74	0.63%	0.31958	R0023881	North Porter Center, LLC
\$694.35	0.32%	0.16092	R0024044	North Porter Center, LLC
\$670.74	0.31%	0.16009	R0024046	North Porter Center, LLC
\$556.28	0.47%	0.24	R0024042	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024043	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024245	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024048	North Porter Center, LLC
\$370.86	0.31%	0.16	R0023882	North Porter Center, LLC
\$5,229.06	3.61%	1.84100		TOTAL WOODS
\$3,292.65	0.99%	0.50301	R0024486	Midtown Offices, LLC
\$1,122.16	1.09%	0.55733	R0024488	Midtown Offices, LLC
\$1,108.42	0.45%	0.22927	R0024485	Midtown Offices, LLC
\$300.13	0.48%	0.24488	R0024487	Midtown Offices, LLC
\$414.75	0.34%	0.17170	R0024476	Dowell, Richard Samuel III - Rev LIV TRT
\$6,238.12	3.34%	1.70620		TOTAL MIDTOWN OFFICES OPPOSITION TO BID

Norman Bid Square Footage.xls

Percent of BID **Acreege** **User Account**

0.13%	0.08581	R0023735	Big Brothers Investments LLC
0.24%	0.15827	R0023820	Big Brothers Investments LLC
0.32%	0.16285	R0024498	Aldridge, Tom S & Marye Kate-Charitable & Educational Trust
0.16%	0.08137	R0024379	<i>Revenue, LLC Deren Flesher Edond</i>
0.16%	0.080197	R0024380	<i>Revenue, LLC Deren Flesher Edond</i>
1.27%	0.647251	R0023808	Aaron Stiles (former NPS)
0.57%	0.291058	R0024522	Iman, Charlie Properties, LLC
0.18%	0.093315	R0024523	Iman, Charlie Properties, LLC
0.48%	0.247163	R0024497	KDL Enterprises, LLC Fulkerson & Fulkerson LAW OKC
0.64%	0.32458	R0024359	S E T Companies, LLC
0.63%	0.321536	R0023985	Plaza Inn, Inc Rudy Vrana OKC
0.33%	0.168354	R0024468	Hooper, Charles W
0.18%	0.093315	R0024471	Hooper, Charles W
0.32%	0.162469	R0024508	<i>Hickson, Douglas & Sherrill - REV TRT</i>
0.31%	0.160034	R0024509	<i>Hickson, Douglas & Sherrill - REV TRT</i>
0.47%	0.239855	R0024519	Marshall, Rebecca Ruth - TRT-TRTE
0.39%	0.2015	R0024524	Marshall, Rebecca Ruth - TRT-TRTE
0.39%	0.2012	R0024525	Marshall, Rebecca Ruth - TRT-TRTE
0.32%	0.162588	R0024024	Comanche Center LLC terry garrett 329-7644
0.49%	0.251069	R0100690	Comanche Center LLC
0.32%	0.161212	R0023819	Corr, Ed-Family LLC
0.16%	0.080253	R0024432	Corr, Ed-Family LLC
0.25%	0.127824	R0023818	Corr, Ed-Family LLC
0.23%	0.115703	R0023817	Corr, Ed-Family LLC
0.78%	0.396969	R0023760	Minnix, Ronald G-Liv TRT & TRTEE
0.32%	0.16195	R0023810	Woodard-Knott, Phyllis A
0.15%	0.078384	R0023811	Woodard-Knott, Phyllis A
0.71%	0.36000	R0024526	200 N University LLC
0.32%	0.16311	R0024475	Moore, Montgomery W & Janet L
0.70%	0.35948	R0024368	B I C Legal, PLLC
0.32%	0.16260	R0023814	Manchester, Donald Harvey
0.32%	0.16424	R0024503	Waters Electric Inc
0.16%	0.08419	R0024501	Astro Cardinal BB Team Inc
0.15%	0.07643	R0024502	L C Miller Properties, LLC
1.16%	0.592097	R0023741	ACS Enterprises, LLC (Steven Stice) sent form
0.46%	0.235119	R0024063	Dave's Health Mart Pharmacy Inc James Marr OKC
0.16%	0.082635	R0023718	KRAmerica, LLC Tracy Schuymacher
0.20%	0.103566	R0023815	Crawford Investment Group, LLC Gene Lavaspida Norman
0.62%	0.314981	R0024031	GSK, LLC 101 N Porter Pradham
0.31%	0.157776	R0024529	415 West Gray, LLC Wadsack
0.47%	0.24036	R0023883	Million, Andrew T
0.15%	0.07811	R0023915	314 E Main, LLC
0.32%	0.16220	R0023913	Remy, Dorella M - Rev TRT & TRTEE
0.16%	0.08035	R0023716	Pfenning, Kurt Booth
0.45%	0.231465	R0023821	Terrys Automotive, Inc
0.15%	0.074696	R0023926	Ingram, Tommy Craig
0.24%	0.121159	R0023927	Ingram, Tommy Craig
0.23%	0.116934	R0023928	Ingram, Tommy Craig
0.16%	0.08319	R0023691	Foreman, Lynn D - Rev TRT & TRTEE
0.32%	0.163211	R0024482	Moving Mountains, LLC Judy Hatfield

18.54% **9.46398**

TOTAL SMALLER PROPERTY OWNERS

33.79% **17.24679**

TOTAL OPPOSITION TO DATE

38 Property owners

BID TAX	Percent of BID	Acreage	User Account
\$621.06	0.52%	0.26763	R0093456 Goodman & Sons, LLC
\$469.26	0.32%	0.16274	R0023904 Goodman & Sons, LLC
\$425.60	0.20%	0.10294	R0023887 Goodman & Sons, LLC
\$365.51	0.16%	0.08090	R0024433 Goodman & Sons, LLC
\$361.96	0.29%	0.14954	R0023880 Goodman & Sons, LLC
\$345.07	0.17%	0.08560	R0023895 Goodman & Sons, LLC
\$331.03	0.32%	0.16361	R0023907 Goodman & Sons, LLC
\$325.30	0.15%	0.07826	R0023893 Goodman & Sons, LLC
\$321.86	0.16%	0.08221	R0023892 Goodman & Sons, LLC
\$320.77	0.15%	0.07818	R0023894 Goodman & Sons, LLC
\$318.74	0.31%	0.15773	R0023905 Goodman & Sons, LLC
\$315.06	0.15%	0.07588	R0023896 Goodman & Sons, LLC
\$280.69	0.14%	0.06976	R0024361 Goodman & Sons, LLC
\$248.15	0.24%	0.12180	R0023906 Goodman & Sons, LLC
\$150.32	0.09%	0.04528	R0023910 Goodman & Sons, LLC
\$125.96	0.05%	0.02788	R0023911 Goodman & Sons, LLC
\$1,063.84	0.31%	0.15956	R0023912 Goodman Holdings, LLC
\$890.53	0.62%	0.31611	R0093455 Goodman Holdings, LLC
\$358.56	0.17%	0.08430	R0023916 Goodman Holdings, LLC
\$353.60	0.16%	0.08266	R0023897 Goodman Holdings, LLC
\$326.70	0.18%	0.08988	R0023909 Goodman Holdings, LLC
\$321.53	0.15%	0.07704	R0023889 Goodman Holdings, LLC
\$317.85	0.16%	0.07982	R0023898 Goodman Holdings, LLC
\$225.97	0.17%	0.08746	R0023902 Goodman Holdings, LLC
\$218.37	0.15%	0.07803	R0024435 Goodman Holdings, LLC
\$206.94	0.15%	0.07631	R0023903 Goodman Holdings, LLC
\$855.00	0.62%	0.31866	R0024013 Goodman Investments, LLC
\$676.43	0.31%	0.15721	R0023923 Goodman Investments, LLC
\$547.68	0.54%	0.27629	R0023878 Goodman Investments, LLC
\$481.90	0.38%	0.19578	R0023879 Goodman Investments, LLC
\$835.16	0.16%	0.08388	R0023886 Goodman, Bradley K
\$598.45	0.47%	0.24143	R0023692 Goodman, Bradley K
\$418.37	0.16%	0.08127	R0023715 Goodman, Bradley K
\$14,023.21	8.30%	4.23561	TOTAL GOODMAN OPPOSITION TO BID
\$1,083.52	0.63%	0.32041	R0024047 North Porter Center, LLC
\$740.74	0.63%	0.31958	R0023881 North Porter Center, LLC
\$694.35	0.32%	0.16092	R0024044 North Porter Center, LLC
\$670.74	0.31%	0.16009	R0024046 North Porter Center, LLC
\$556.28	0.47%	0.24	R0024042 North Porter Center, LLC
\$370.86	0.31%	0.16	R0024043 North Porter Center, LLC
\$370.86	0.31%	0.16	R0024245 North Porter Center, LLC
\$370.86	0.31%	0.16	R0024048 North Porter Center, LLC
\$370.86	0.31%	0.16	R0023882 North Porter Center, LLC
\$5,229.06	3.61%	1.84100	TOTAL WOODS
\$3,292.65	0.99%	0.50301	R0024486 Midtown Offices, LLC
\$1,122.16	1.09%	0.55733	R0024488 Midtown Offices, LLC
\$1,108.42	0.45%	0.22927	R0024485 Midtown Offices, LLC
\$300.13	0.48%	0.24488	R0024487 Midtown Offices, LLC
\$414.75	0.34%	0.17170	R0024476 Dowell, Richard Samuel III - Rev LIV TRT
\$6,238.12	3.34%	1.70620	TOTAL MIDTOWN OFFICES OPPOSITION TO BID

Norman Bid Square Footage.xls

BID TAX	Percent of BID	Acreage	User Account
\$281.10	0.13%	0.08581	R0023735 Big Brothers Investments LLC
\$309.41	0.24%	0.15827	R0023820 Big Brothers Investments LLC
\$1,256.35	0.32%	0.16285	R0024498 Aldridge, Tom S & Marye Kate-Charitable & Educational Trust
\$371.00	0.16%	0.08137	R0024379 Revenue, LLC Deren Flesher Edond
\$597.00	0.16%	0.080197	R0024380 Revenue, LLC Deren Flesher Edond
\$1,919.00	1.27%	0.647251	R0023808 Aaron Stiles (former NPS)
\$1,506.00	0.57%	0.291058	R0024522 Iman, Charlie Properties, LLC
\$587.00	0.18%	0.093315	R0024523 Iman, Charlie Properties, LLC
\$1,456.00	0.48%	0.247163	R0024497 KDL Enterprises, LLC Fulkerson & Fulkerson LAW OKC
\$2,197.00	0.64%	0.32458	R0024359 S E T Companies, LLC
\$1,414.00	0.63%	0.321536	R0023985 Plaza Inn, Inc Rudy Vrana OKC
\$457.00	0.33%	0.168354	R0024468 Hooper, Charles W
\$272.00	0.18%	0.093315	R0024471 Hooper, Charles W
\$898.00	0.32%	0.162469	R0024508 Hickson, Douglas & Sherrill - REV TRT
\$592.00	0.31%	0.160034	R0024509 Hickson, Douglas & Sherrill - REV TRT
\$857.00	0.47%	0.239855	R0024519 Marshall, Rebecca Ruth - TRT-TRTE
\$441.00	0.39%	0.2015	R0024524 Marshall, Rebecca Ruth - TRT-TRTE
\$435.00	0.39%	0.2012	R0024525 Marshall, Rebecca Ruth - TRT-TRTE
\$186.00	0.32%	0.162588	R0024024 Comanche Center LLC terry garrett 329-7644
\$470.00	0.49%	0.251069	R0100690 Comanche Center LLC
\$186.00	0.32%	0.161212	R0023819 Corr, Ed-Family LLC
\$409.00	0.16%	0.080253	R0024432 Corr, Ed-Family LLC
\$134.00	0.25%	0.127824	R0023818 Corr, Ed-Family LLC
\$131.00	0.23%	0.115703	R0023817 Corr, Ed-Family LLC
\$1,176.00	0.78%	0.396969	R0023760 Minnix, Ronald G-Liv TRT & TRTEE
\$455.00	0.32%	0.16195	R0023810 Woodard-Knott, Phyllis A
\$206.00	0.15%	0.078384	R0023811 Woodard-Knott, Phyllis A
\$1,185.00	0.71%	0.36000	R0024526 200 N University LLC
\$427.00	0.32%	0.16311	R0024475 Moore, Montgomery W & Janet L
\$1,300.00	0.70%	0.35948	R0024368 B I C Legal, PLLC
\$503.88	0.32%	0.16260	R0023814 Manchester, Donald Harvey
\$795.24	0.32%	0.16424	R0024503 Waters Electric Inc
\$410.16	0.16%	0.08419	R0024501 Astro Cardinal BB Team Inc
\$401.62	0.15%	0.07643	R0024502 L C Miller Properties, LLC
\$970.00	1.16%	0.592097	R0023741 ACS Enterprises, LLC (Steven Stice) sent form
\$954.00	0.46%	0.235119	R0024063 Dave's Health Mart Pharmacy Inc James Marr OKC
\$417.00	0.16%	0.082635	R0023718 KRAmerica, LLC Tracy Schuymacher
\$314.00	0.20%	0.103566	R0023815 Crawford Investment Group, LLC Gene Lavaspida Norman
\$1,142.00	0.62%	0.314981	R0024031 GSK, LLC 101 N Porter Pradham
\$580.00	0.31%	0.157776	R0024529 415 West Gray, LLC Wadsack
\$347.00	0.47%	0.24036	R0023883 Million, Andrew T
\$418.37	0.15%	0.07811	R0023915 314 E Main, LLC
\$712.33	0.32%	0.16220	R0023913 Remy, Dorella M - Rev TRT & TRTEE
\$514.75	0.16%	0.08035	R0023716 Pfenning, Kurt Booth
\$327.00	0.45%	0.231465	R0023821 Terrys Automotive, Inc
\$285.00	0.15%	0.074696	R0023926 Ingram, Tommy Craig
\$201.00	0.24%	0.121159	R0023927 Ingram, Tommy Craig
\$136.00	0.23%	0.116934	R0023928 Ingram, Tommy Craig
\$284.00	0.16%	0.08319	R0023691 Foreman, Lynn D - Rev TRT & TRTEE
\$1,237.00	0.32%	0.163211	R0024482 Moving Mountains, LLC Judy Hatfield
\$550.00	0.16%	0.081229	R0024357 Martha C, LLC Don Armstrong Norman
\$398.00	0.27%	0.136565	R0024473 Polk, Donald H & Sally J - Rev TRT
\$306.00	0.28%	0.140448	R0024474 Polk, Donald H & Sally J - Rev TRT
\$191.00	0.11%	0.054162	R0023931 Moore, Eldora P - Life Estate
\$786.00	0.32%	0.163637	R0024378 Moore Studios, LLC
35,292.20	19.67%	10.04002	TOTAL SMALLER PROPERTY OWNERS

Additional

R0023702 Loeffelholz
R0023856 Linze

\$60,782.59	34.92%	17.82283	TOTAL OPPOSITION TO DATE	42 Property owners
				44

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0093456	126 W Gray	R0023905	316 E Gray
R0023904	318 E Gray	R0023896	321 E Main
R0023887	303 E Main	R0024361	132 W Gray
R0024433	217 W Main	R0023906	312 E Gray
R0023880	204 N Porter	R0023910	113 N Crawford
R0023895	319 E Main	R0023911	111 N Crawford
R0023907	308 E Gray		
R0023893	315 E Main		
R0023892	313 E Main		
R0023894	317 E Main		

Goodman & Sons LLC

Date: 8-12-22

By Brad Goodman, member

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

- | | | | |
|----------|----------------|----------|------------|
| R0023912 | 300 E Main | R0023884 | 307 E Main |
| R0093455 | 122 N Porter | R0023898 | 325 E Main |
| R0023916 | 316 E Main | R0023902 | 330 E Gray |
| R0023897 | 323 E Main | R0024435 | 230 W Gray |
| R0023909 | 117 N Crawford | R0023903 | 328 E Gray |

Goodman Holdings LLC

Date: Aug 8, 2022

By Bud Goodman, Manager

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0024013 225 S Porter
R0023923 114 S Porter
R0023878 321 E Gray
R0023879 202 N Porter

Goodman Investments LLC

Date: Aug 8, 2022

By Brad Goodman, Manager

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0023886 301 E. Main
R0023692 129 E Gray
R0023715 106 E Main

Bradley K Goodman

Date: 8-14-22

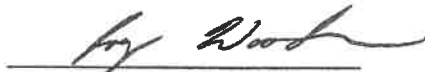
LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

- R0024047,
- R0023881
- R0024044
- R0024046
- R0024042
- R0024043
- R0024045
- R0024048
- R0023882

NORTH PORTER Center, LLC,

by



Date: Aug 2, 2022

Roy Woods
L.L.C. MANAGER

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

- R0024486
- R0024488
- R0024485
- R0024487
- R0024476



Date: 1354422

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown
Norman, I am owner of the following parcels within the proposed district:

R0023820
216 E Tonhawa St

Big Brothers Investments LLC

By Jony Shu

Date: 8-9-2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0023735
102 East Eufaula St.

Big Brothers Enterprises LLC

By *Anthony Duh*

Date: 8-9-2022

324 W. Main

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024498

Aldridge Teasdale, PLLC

NR

Date: 7-14-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

- R0024379 116 W. Main
- R0024380 114 W. Main
- R0023808 207 E. Gray

Print name: Aaron Stiles

Date: 8/15/22

Signature: 

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN
BUSINESS IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

- ✘ R0024522 509 W. Main
- R0025534 450 Gray
- R0025532 433 Gray
- R0025531 437 Gray
- ✘ R0024523 432 Gray
- R0023107 555 W. Main

Charlie Zman Properties LLC

Print Name: Ali Ghaniabadi


Date: 8-12-2022

Signature: Ali Ghaniabadi

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024497

Sign 

Date: 7/21/22

Print Name

KYLE LAUNCHBAUGH

Mango

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman. I am owner of the following parcels:

R0024359 127 W. Main

Sean Elia

8/12/22

Print name: _____

Date: _____

Signature: _____



LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023985 301 S. Porter

Rudy Vrana

Sign: Brandi Vrana

Date: 8-11-22

Printed Name: Brandi Vrana

Rudy Vrana

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024468 303 W. Gray
R0024471 309 W. Gray

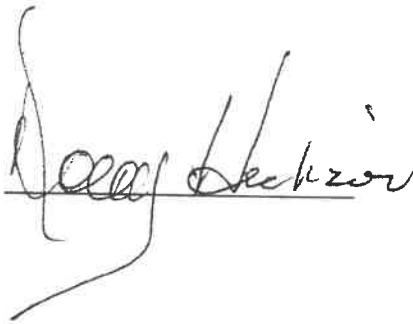
Print Name: RANDY HOOPER Date: 8-11-22

Signature: Randy Hooper

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024508 408 W. Main
R0024509 420 W. Main

Sign: 

Date: 8/19/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024519
R0024524
R0024525

Rebecca R Marshall

Date: 8/8/22

Rebecca Ruth Marshall, owner 401 W Main Blvd. Norman, Ok. 73072

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0100690 421 E. Commanche
R0024024 429 E. Commanche

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by several loops and a horizontal line extending to the right.

Date: 8/8/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023819	218 E. Tonhawa
R0023818	222 E. Tonhawa
R0023817	226 E. Tonhawa
R0024432	215 W. Main

Susanne D. Cou
Ed Cou Family LLC

Date: August 5, 2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023760 222 E. Eufaula

Jame Knight

Date: 8/4/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023811 223 E. Gray
R0023810 219-221 E. Gray

Rhyllis Ward

Date: 8-3-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024526

Clay Speer

Date: 7-22-22

Clay Speer, owner 200 N. University Blvd. Norman, Ok. 73072

Farmons
323 N. Green

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R 0024475



Kimberly Moore

Farmons Insurance

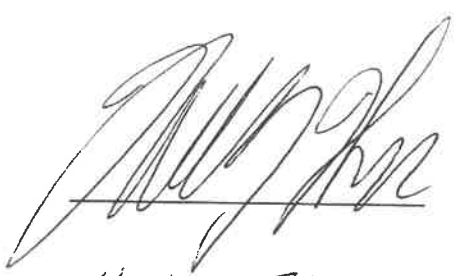
Date: 7/18/2024

104 W Gray

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024368



Date: 18 Jul 22

Holly Iker
BIC Legal, PLLC

Manchester
231 E. Gray

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023814

A handwritten signature in cursive script that reads "D. Manchester". The signature is written over a horizontal line.

Date: A handwritten date "7/18/2022" written in cursive script over a horizontal line.

Waters
Elec
310 W. MAIN

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024503



Date: 7-14-2022

SHERMAN GRIFFIN

318 W. MAIN
BRIA ~ DOBSON, CPA

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024501

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around the line.

Date: 7/14/2022

316 W. Main
Miller Eye care

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R00 24 502

Lum Mb

Date: 7-14-2022

318 W. MAIN
BRIAN DOBSON, CPA

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024501

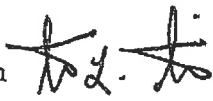


Date: 7/14/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023741

Sign 

Date: 7-25-22

Print Name Steven L. Stice_____

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024063 329 North Porter Ave



Date: 8/1/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023718

Sign
Downtown
Tracy Schumacher

Date:
7/20/22

Print Name
RC *Tracy Schumacher*
114 E. Main
Norman OK
73069

Print


LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

Parcel No. ~~P0169142~~

23815

I was just made aware of this BID in the last couple of weeks and have not had
adequate time to research the BID petition and how it will effect my property and
business. At first read through, it seems as though I will be incurring more expense for
no added services.

 Digitally signed by
Gene Lavastida, AIA
Contact Info:
gene@ldg-llc.com
Date: 2022.07.17
12:51:55-05'00' Date: _____

Gene Lavastida, AIA
President

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

PC024031 101 N. Porter

Gaurav Kumar Pradhan Date: 08/11/2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024529

415 West GRAY LLC

By Charles W. Waback Date: 8/15/22
Print Name

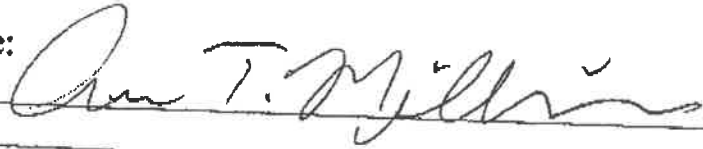
CHARLES WABACK, MEMBER
405 329 0035

LETTER OF PROTEST OF FORMATION OF
DOWNTOWN NORMAN BUSINESS IMPROVEMENT
DISTRICT

I am opposed to the formation of the Business
Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023883 318 E. Tonhawa

Print name: Andrew Million Date: 15 Aug
22

Signature: 

CE 11 405-708-8880

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0023915

Norman Welch
314 E. Main St

Date: 1-15-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023913



Bruce K. Remy
306-308 E. Main

Date: July 15, 2022

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023716




Kurt Penning
108 E. Main
Norman, OK.
73069

Date: 7-15-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

315 E Comanche St. Acct# R0023928
319 E Comanche St. Acct# R0023927
321 E Comanche St Acct# R0023926



Tommy Craig Ingram

Date: 7-29-22

7

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT

I am opposed to the formation of the
Business Improvement District for
Downtown Norman. I am owner of the
following parcels:

R00

Wendy Foreman 

Date:

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

Don's Mobile Lock Shop, Inc
formerly 321 + 323 E DAWES
NOW 326 E ACRES R0023856

Kaye M Linze

Date: 08-09-22

KAYE M. LINZE REV. TRUST

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for Downtown Norman, I am owner of the following parcels within the proposed district:

R0023702 117 E Main St

Debra Deann Jaffel Date: 8-19-2022

Percent of BID Acreage User Account

0.13%	0.08581	R0023735	Big Brothers Investments LLC
0.24%	0.15827	R0023820	Big Brothers Investments LLC
0.32%	0.16285	R0024498	Aldridge, Tom S & Marye Kate-Charitable & Educational Trust
0.16%	0.08137	R0024379	Revenue, LLC Deren Flesher Edond
0.16%	0.080197	R0024380	Revenue, LLC Deren Flesher Edond
1.27%	0.647251	R0023808	Aaron Stiles (former NPS)
0.57%	0.291058	R0024522	Iman, Charlie Properties, LLC
0.18%	0.093315	R0024523	Iman, Charlie Properties, LLC
0.48%	0.247163	R0024497	KDL Enterprises, LLC Fulkerson & Fulkerson LAW OKC
0.64%	0.32458	R0024359	S E T Companies, LLC
0.63%	0.321536	R0023985	Plaza Inn, Inc Rudy Vrana OKC
0.33%	0.168354	R0024468	Hooper, Charles W
0.18%	0.093315	R0024471	Hooper, Charles W
0.32%	0.162469	R0024508	Hickson, Douglas & Sherrill - REV TRT
0.31%	0.160034	R0024509	Hickson, Douglas & Sherrill - REV TRT
0.47%	0.239855	R0024519	Marshall, Rebecca Ruth - TRT-TRTE
0.39%	0.2015	R0024524	Marshall, Rebecca Ruth - TRT-TRTE
0.39%	0.2012	R0024525	Marshall, Rebecca Ruth - TRT-TRTE
0.32%	0.162588	R0024024	Comanche Center LLC terry garrett 329-7644
0.49%	0.251069	R0100690	Comanche Center LLC
0.32%	0.161212	R0023819	Corr, Ed-Family LLC
0.16%	0.080253	R0024432	Corr, Ed-Family LLC
0.25%	0.127824	R0023818	Corr, Ed-Family LLC
0.23%	0.115703	R0023817	Corr, Ed-Family LLC
0.78%	0.396969	R0023760	Minnix, Ronald G-Liv TRT & TRTEE
0.32%	0.16195	R0023810	Woodard-Knott, Phyllis A
0.15%	0.078384	R0023811	Woodard-Knott, Phyllis A
0.71%	0.36000	R0024526	200 N University LLC
0.32%	0.16311	R0024475	Moore, Montgomery W & Janet L
0.70%	0.35948	R0024368	B I C Legal, PLLC
0.32%	0.16260	R0023814	Manchester, Donald Harvey
0.32%	0.16424	R0024503	Waters Electric Inc
0.16%	0.08419	R0024501	Astro Cardinal BB Team Inc
0.15%	0.07643	R0024502	L C Miller Properties, LLC
1.16%	0.592097	R0023741	ACS Enterprises, LLC (Steven Stice) sent form
0.46%	0.235119	R0024063	Dave's Health Mart Pharmacy Inc James Marr OKC
0.16%	0.082635	R0023718	KRAmerica, LLC Tracy Schuymacher
0.20%	0.103566	R0023815	Crawford Investment Group, LLC Gene Lavaspida Norman
0.62%	0.314981	R0024031	GSK, LLC 101 N Porter Pradham
0.31%	0.157776	R0024529	415 West Gray, LLC Wadsack
0.47%	0.24036	R0023883	Million, Andrew T
0.15%	0.07811	R0023915	314 E Main, LLC
0.32%	0.16220	R0023913	Remy, Dorella M - Rev TRT & TRTEE
0.16%	0.08035	R0023716	Pfenning, Kurt Booth
0.45%	0.231465	R0023821	Terrys Automotive, Inc
0.15%	0.074696	R0023926	Ingram, Tommy Craig
0.24%	0.121159	R0023927	Ingram, Tommy Craig
0.23%	0.116934	R0023928	Ingram, Tommy Craig
0.16%	0.08319	R0023691	Foreman, Lynn D - Rev TRT & TRTEE
0.32%	0.163211	R0024482	Moving Mountains, LLC Judy Hatfield
<i>0.32%</i>	<i>0.16324</i>	<i>R002#357</i>	<i>DON ARMSTRONG, MARTHA LLC</i>

18.54% **9.46398**
18.80% *4.669*
0.162719

33.79% **17.24679**
34.1% *17.41000*

TOTAL SMALLER PROPERTY OWNERS

TOTAL OPPOSITION TO DATE *3938* Property owners

BID TAX	Percent of BID	Acreege	User Account	
\$621.06	0.52%	0.26763	R0093456	Goodman & Sons, LLC
\$469.26	0.32%	0.16274	R0023904	Goodman & Sons, LLC
\$425.60	0.20%	0.10294	R0023887	Goodman & Sons, LLC
\$365.51	0.16%	0.08090	R0024433	Goodman & Sons, LLC
\$361.96	0.29%	0.14954	R0023880	Goodman & Sons, LLC
\$345.07	0.17%	0.08560	R0023895	Goodman & Sons, LLC
\$331.03	0.32%	0.16361	R0023907	Goodman & Sons, LLC
\$325.30	0.15%	0.07826	R0023893	Goodman & Sons, LLC
\$321.86	0.16%	0.08221	R0023892	Goodman & Sons, LLC
\$320.77	0.15%	0.07818	R0023894	Goodman & Sons, LLC
\$318.74	0.31%	0.15773	R0023905	Goodman & Sons, LLC
\$315.06	0.15%	0.07588	R0023896	Goodman & Sons, LLC
\$280.69	0.14%	0.06976	R0024361	Goodman & Sons, LLC
\$248.15	0.24%	0.12180	R0023906	Goodman & Sons, LLC
\$150.32	0.09%	0.04528	R0023910	Goodman & Sons, LLC
\$125.96	0.05%	0.02788	R0023911	Goodman & Sons, LLC
\$1,063.84	0.31%	0.15956	R0023912	Goodman Holdings, LLC
\$890.53	0.62%	0.31611	R0093455	Goodman Holdings, LLC
\$358.56	0.17%	0.08430	R0023916	Goodman Holdings, LLC
\$353.60	0.16%	0.08266	R0023897	Goodman Holdings, LLC
\$326.70	0.18%	0.08988	R0023909	Goodman Holdings, LLC
\$321.53	0.15%	0.07704	R0023889	Goodman Holdings, LLC
\$317.85	0.16%	0.07982	R0023898	Goodman Holdings, LLC
\$225.97	0.17%	0.08746	R0023902	Goodman Holdings, LLC
\$218.37	0.15%	0.07803	R0024435	Goodman Holdings, LLC
\$206.94	0.15%	0.07631	R0023903	Goodman Holdings, LLC
\$855.00	0.62%	0.31866	R0024013	Goodman Investments, LLC
\$676.43	0.31%	0.15721	R0023923	Goodman Investments, LLC
\$547.68	0.54%	0.27629	R0023878	Goodman Investments, LLC
\$481.90	0.38%	0.19578	R0023879	Goodman Investments, LLC
\$835.16	0.16%	0.08388	R0023886	Goodman, Bradley K
\$598.45	0.47%	0.24143	R0023692	Goodman, Bradley K
\$418.37	0.16%	0.08127	R0023715	Goodman, Bradley K
\$14,023.21	8.30%	4.23561		TOTAL GOODMAN OPPOSITION TO BID
\$1,083.52	0.63%	0.32041	R0024047	North Porter Center, LLC
\$740.74	0.63%	0.31958	R0023881	North Porter Center, LLC
\$694.35	0.32%	0.16092	R0024044	North Porter Center, LLC
\$670.74	0.31%	0.16009	R0024046	North Porter Center, LLC
\$556.28	0.47%	0.24	R0024042	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024043	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024245	North Porter Center, LLC
\$370.86	0.31%	0.16	R0024048	North Porter Center, LLC
\$370.86	0.31%	0.16	R0023882	North Porter Center, LLC
\$5,229.06	3.61%	1.84100		TOTAL WOODS
\$3,292.65	0.99%	0.50301	R0024486	Midtown Offices, LLC
\$1,122.16	1.09%	0.55733	R0024488	Midtown Offices, LLC
\$1,108.42	0.45%	0.22927	R0024485	Midtown Offices, LLC
\$300.13	0.48%	0.24488	R0024487	Midtown Offices, LLC
\$414.75	0.34%	0.17170	R0024476	Dowell, Richard Samuel III - Rev LIV TRT
\$6,238.12	3.34%	1.70620		TOTAL MIDTOWN OFFICES OPPOSITION TO BID

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS IMPROVEMENT DISTRICT

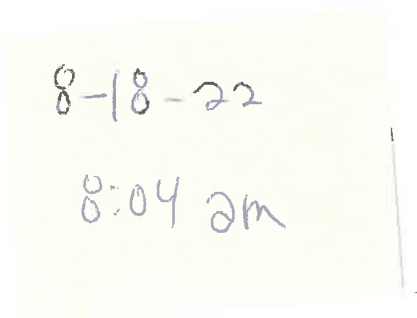
I am opposed to the formation of the Business Improvement District for Downtown Norman. I am owner of the following parcels:

R0024357



Don ARMSTRONG
Print Name *MSD*
OF MARTHA & LLC

Date: 8-14-22



8-18-22
8:04 am

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023931

Danny Moore
Print Name

Date: 8/15/22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024378

118 W. MAIN ST.
AND
120 W MAIN ST.

PAUL MOORE

Date: 8-16-22

Print Name

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0024474
R0024473

Donald H. Polk
Print Name

Date: 8-15-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023713

HDN, LLC

R Dale Nichols

Print Name

Date: 8/26/22

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-30-22

LETTER OF PROTEST OF FORMATION OF DOWNTOWN NORMAN BUSINESS
IMPROVEMENT DISTRICT

I am opposed to the formation of the Business Improvement District for
Downtown Norman. I am owner of the following parcels:

R0023714

104, LLC

R Dale Nichols

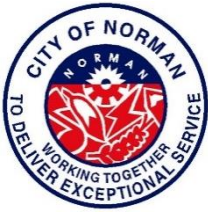
Print Name

Date: 8-26-22

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-30-22

File Attachments for Item:

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: September 13, 2022

REQUESTER: Reapportionment Ad Hoc Committee

PRESENTER: Joyce Green, GIS Services Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-8 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF

BACKGROUND:

Article XX, Section 3 of the City Charter requires the Reapportionment Ad Hoc Committee pass and refer to the City Council a resolution equalizing the city's population among the City Council wards subsequent to the issuance of the Federal Decennial Census. The Federal Decennial Census was conducted in 2020 and the data was issued in 2021.

DISCUSSION:

At the time of the 2020 Census, the difference in population between the largest and smallest ward was 4,386 persons, which is 27.41% of the mean ward population of 16,003. This range of population among the Council Wards after a Decennial Census necessitated the realignment of ward boundaries to equalize the number of citizens that each Councilmember represents. The Reapportionment Ad Hoc Committee held a regular meeting on May 25, 2022 to adjust the population among the wards and reached consensus to forward for public comment on June 15, 2022.

The proposed plan reduces the overall range from the mean ward population to 1,580 persons, which is 10% of the mean ward population of 16,003. If adopted all wards will be modified by the proposal. This proposal could potentially affect ward-specific appointments to the Greenbelt Commission, the Reapportionment Ad Hoc Committee, and the Public Safety Sales Tax Citizen Oversight Committee. Therefore, the ordinance implementing the plan provides that existing ward-specific appointees will finish their term before the new boundaries will be applied.

No citizens spoke at the June 15, 2022, Public Hearing. On July 6, 2022, the Reapportionment Commission held a regular meeting, at which time the Commissioners voted to forward Resolution RAHCR-2223-1 to City Council for consideration. On July 26, 2022, a Public Hearing was held to present the proposal to City Council. Ordinance No. O-2223-8 is presented to the City Council for their action.

RECOMMENDATION:

The Reapportionment Ad Hoc Commission unanimously recommends that the City Council adopt the above referenced Ordinance upon First Reading by title and attached Ward Map (Exhibit A), on August 23, 2022, followed by Second and Final Reading on September 13, 2022.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. The City of Norman is hereby reapportioned into eight (8) wards, one (1) through eight (8) respectively.

§ 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua

Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road;

thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson

Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

§ 10. That a map has been drawn reflecting the boundaries set forth in Sections 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.

§ 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

§ 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.

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

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

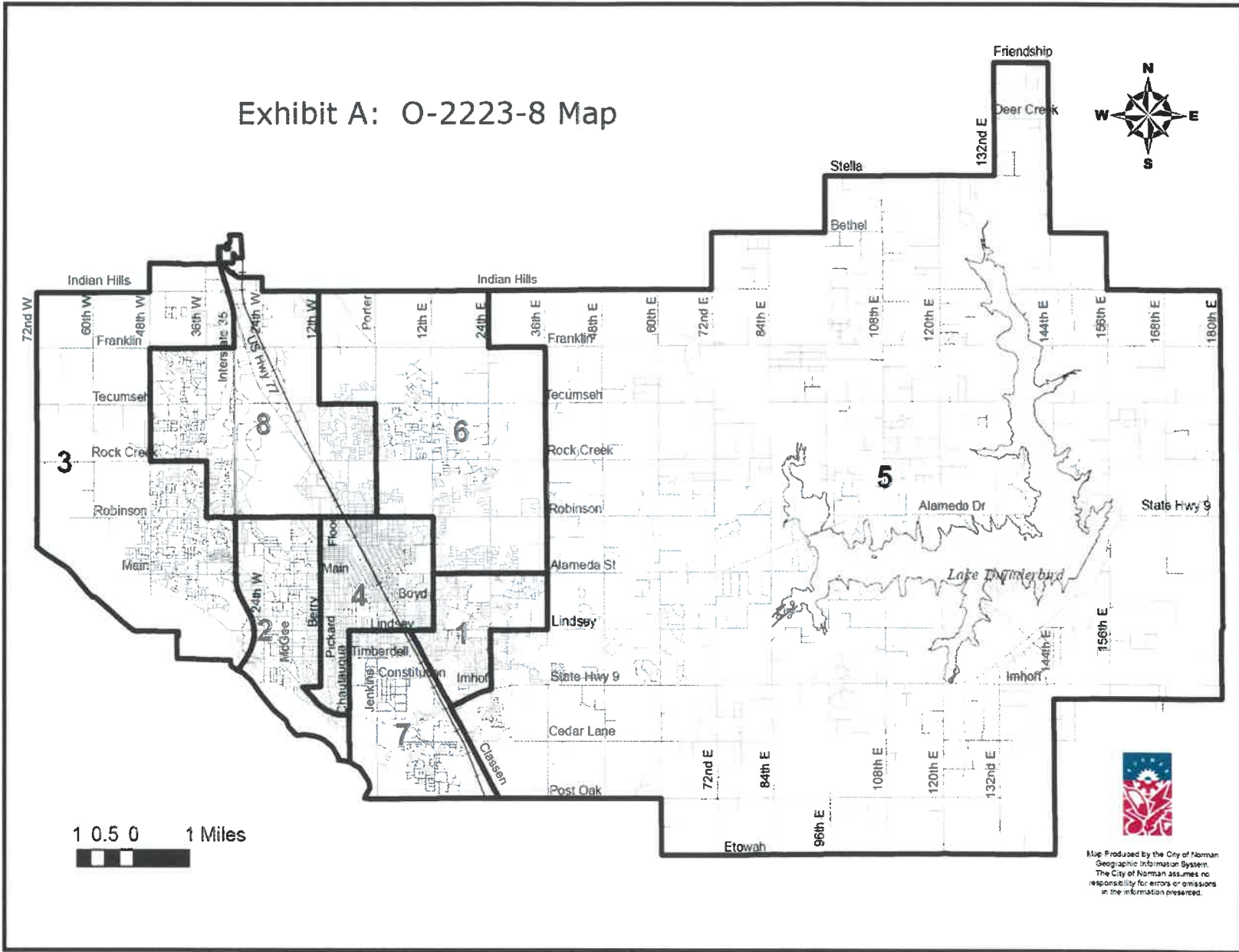
(Mayor)


(Mayor)

ATTEST:

(City Clerk)

Exhibit A: O-2223-8 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.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION NOS. 2-112, 2-113, 2-114, 2-115, 2-116, 2-117, 2-118 AND 2-119 OF CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN SO AS TO REVISE THE DESCRIPTION OF WARD BOUNDARY LINES FOR WARDS ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN AND EIGHT OF THE CITY OF NORMAN; SO AS TO PROVIDE FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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- § 2. That Section 2-112 is hereby amended as follows:

Ward One (1) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 48th Avenue N.E.; thence South on 48th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence West on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street.~~

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.

§ 3. That Section 2-113 is hereby amended as follows:

Ward Two (2) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at a the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to 24th Avenue N.W.; thence Southerly on 24th Avenue N.W. to Dakota Street; thence East on Dakota Street to Rosewood Drive; thence South on Rosewood Drive to Iowa Street; thence East on Iowa Street to Sherry Avenue; thence North on Sherry Avenue to Denison Drive; thence East on Denison Drive to Berry Road; thence South on Berry Road to Imhoff Road; thence East on Imhoff Road to Chautauqua Avenue; thence south on Chautauqua Avenue to the Southern City limits; thence Northwest along the Southern boundary of the City to that point which intersects Interstate Highway 35.~~

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

§ 4. That Section 2-114 is hereby amended as follows:

Ward Three (3) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City West of a line beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to the Northern City limits (Indian Hills Road).~~

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road;

thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

§ 5. That Section 2-115 is hereby amended as follows:

Ward Four (4) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Acres Street; thence East on Acres Street to Flood Avenue; thence North on Flood Avenue to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence south on 12th Avenue N.E. to Lindsey Street; thence West on Lindsey Street to the BNSF railroad track; thence northwesterly along the BNSF railroad track to Brooks Street; thence West on Brooks Street to Elm Avenue; thence North on Elm Avenue to Boyd Street; thence West on Boyd Street to Chautauqua Avenue; thence South on Chautauqua Avenue to Imhoff Road; thence West on Imhoff Road to Berry Road.~~

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

§ 6. That Section 2-116 is hereby amended as follows:

Ward Five (5) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~That portion of the City East of a line beginning at a point where the South boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence East on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 48th Avenue S.E.; thence North on 48th Avenue S.E. to Alameda Street; thence West on Alameda Street to 36th Avenue N.E.; thence North on 36th Avenue N.E. to the~~

~~intersection with the Northern boundary of the City (Indian Hills Road).~~

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road; thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

§ 7. That Section 2-117 is hereby amended as follows:

Ward Six (6) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Rock Creek Road and 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road; thence East on Indian Hills Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Rock Creek Road; thence West on Rock Creek Road to 12th Avenue N.W.~~

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

§ 8. That Section 2-118 is hereby amended as follows:

Ward Seven (7) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Boyd Street; thence East on Boyd Street to Elm Avenue; thence South on Elm Avenue to Brooks Street; thence East on Brooks Street to the BNSF railroad tracks; thence Southeast along the BNSF railroad tracks to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence South along 12th Avenue S.E. to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the point of beginning.~~

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

§ 9. That Section 2-119 is hereby amended as follows:

Ward Eight (8) shall embrace and be limited to all of the area, which is now embraced within the corporate City limits and bounded as follows:

~~Beginning at the intersection of Robinson Street and 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue, N.W. to the Northern City limits, said point being one half mile North of Indian Hills Road; thence East along the Northern City limits to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Rock Creek Road; thence East on Rock Creek Road to 12th Avenue N.E.; thence South on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Flood Avenue; thence South on Flood Avenue to Acres Street; thence West on Acres Street to Berry Road; thence North on Berry Road to Denison Drive; thence West on Denison Drive to Sherry Avenue; thence South on Sherry Avenue to Iowa Street; thence West on Iowa Street to Rosewood Drive; thence North on Rosewood Drive to Dakota Street; thence West on Dakota Street to 24th Avenue N.W.; thence Northerly on 24th Avenue N.W. to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.~~

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to the City boundary; thence

East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

- § 10. That a map has been drawn reflecting the boundaries set forth in Sections 2 through 9 herein, and that said map is attached hereto as Exhibit A and made a part hereof.
- § 11. Repealer. All ordinances and parts of ordinances in conflict herewith are hereby repealed.
- § 12. Existing Committee Appointments. Should this ordinance affect any existing ward-specific appointments, those serving in such capacity shall be allowed to complete service of their current term.
- § 13. Severability. If any section, sub-section, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

May 25, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, May 25, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Joyce Green called the meeting to order at 6:36 p.m.

* * *

Item No. 2, being:

ROLL CALL.

MEMBERS PRESENT

- Alli Penner, Ward 1
- Lisa Schmidt, Ward 2
- Wade Stewart, Ward 3
- Sara McFall, Ward 4
- Maria Kindell, Ward 5
- Joshua Whittington, Ward 6
- Alison Behrens Braly, Ward 7
- Rebecca Oubre, Ward 8
- Christopher Tall Bear, At Large

MEMBERS ABSENT

None

A quorum was present.

CITY STAFF PRESENT

- Joyce Green, GIS Services Manager
- Kathryn Walker, City Attorney
- Roné Tromble, Administrative Technician

* * *

Item No. 3, being:

ELECTION OF OFFICERS.

Lisa Schmidt nominated Christopher Tall Bear as Chair, who accepted the nomination. Joshua Whittington volunteered to serve as Vice Chair. Sara McFall volunteered to serve as Secretary.

Alison Braley moved to accept the nominations. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

* * *

ITEMS SUBMITTED FOR THE RECORD.

1. Staff Memo: First Meeting of the Reapportionment Ad Hoc Committee
2. ARTICLE XX: REAPPORTIONMENT Section from Charter
3. Memo: Legal Standards for Reapportionment of Ward Boundaries
4. City Council Wards with 2020 Precincts map
5. Residential Construction Permit Activity 2011-2020 map
6. Current Plat Activity map, through March 31, 2022

Item No. 4, being:

ORIENTATION OF MEMBERS.

Ms. Walker talked about the Open Meeting Act. All of our Boards and Commissions are subject to the Open Meeting Act. All of our meetings will have a publicly posted agenda. Anyone can come in and watch the meeting.

We did this process last fall; it did not end with a new map. We have talked about streaming these meetings because no one came to the meetings last time, as I recall, but they were really curious about the process; lots of doubt about whether the process was a good process.

The Charter says the wards have to be formed so as to equalize, as nearly as practicable, the population of the wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors which, in effect, separate voters from the ward to which they most naturally belong.

State Statute has similar language. Wards and ward boundaries shall be reviewed and changed as necessary to form compact and contiguous territory and wards that are substantially equal in population.

We also have to look at not splitting precincts to the extent reasonably possible. One of the issues with the process in our Charter and the timelines it has for doing reapportionment is it put us far ahead of when the County actually redrew their precincts, so it's much better to do it now, when we have new precinct lines, because we can honestly say we tried not to split precincts.

There are two primary goals, and equalizing population is definitely number one. When you see Congressional redistricting, that is really the major consideration and they're talking exact population. For local races, it doesn't have to be exact. You can deviate somewhat to maintain communities of common interest, ethnic background,

and geographic compactness, but they have to be substantially equal in population. The Safe Harbor Rule in case law provides that if your smallest ward and your largest ward do not deviate more than 10% in population, your map is presumed to be permissible. That is something we want to really keep our eyes on, and the software we have will automatically update those population numbers as you move boundaries around, so it's very easy to know the impact of those lines.

Then we want compact and contiguous territory. You hear a lot about gerrymandering. You're going to end up with some odd-shaped wards just to get the population right; that's not necessarily gerrymandering. Gerrymandering is when you draw those wards to give a group some kind of advantage. We will not provide, and we don't want you to be looking at, the turnout numbers in previous elections, Republican versus Democrats, where Councilmembers live – those kind of things – because that's where you can, even inadvertently, get into gerrymandering. That information is really not important for this process. We want to make sure these are as equal as possible in population, and that we've got compact and contiguous territory.

Ms. Braly asked if the language about artificial corridors and where they most naturally belong is trying to cover the gerrymandering situation in odd-shaped wards? Ms. Walker explained we have a rural part of our community and we have an urban part of our community. If population was equal, you would want to keep rural together so those interests are represented, but population cannot be equal. You cannot get the population where it needs to be between wards by doing that so you will have mixed wards where you have multiple interests. We have rural areas of town on the west side of town. You will have mixed wards with different kinds of interests. That's really designed to avoid gerrymandering primarily.

Ms. Green explained the map; the color is the ward and the red lines are the precincts that we're going to try to use whole as much as possible. The County totally redid the precincts. Ms. Penner commented that several of the precincts are going to make it impossible to avoid having some urban and rural combination; for example Precincts 343 and 342. Ms. Walker clarified that you can split precincts; the state statute says try not to, if you can avoid it. Ms. Green added that when we do split precincts, we recommend that you split them on an easily knowable boundary, like a road, a river, something that's very prominent in the landscape that people can tell which side of it they're on when they go to vote.

Ms. Green reported that Ward 6 is the one that's grown the most, and Ward 7. Wards 1, 2 and 3 have grown the least; they're pretty built-out in the area that's actually buildable. We try, to a certain extent, to leave the ones we think that are going to grow the least in the next 10 years a little bit high, and the ones we think that are going to grow the most a little bit low, but that's not always possible.

The Residential Construction Permit Activity map gives you the pattern of how things are being built out. You can tell they're being built out around the outer edges, for the most part, with some infill in Ward 4, a little bit in 3, a little bit in 2, but it's mainly in 6, in 7, parts of 5, and parts of 8 that are seeing a lot of development. I think 8 may be slowing a little bit. The Current Plat Activity map is where there are plats where we know

there's going to be development in the next few years, which pretty much correspond to the previous map. These were provided to give you an idea of how Norman is building out.

* * *

Item No. 5, being:

DISCUSSION AND POSSIBLE ACTION RELATED TO ANNUAL POPULATION FIGURES AND THEIR EFFECT ON THE CITY'S WARD SYSTEM.

DISCUSSION BY THE COMMITTEE.

Ms. Green explained the interactive software. We take pieces from one ward and add it to another ward to see the impact it has. This will give you your target deviation where you can see the ones that are higher. As you change it, these will automatically change and you'll see if you're getting it under the 5% or less that you want to get to. If you could get it to 2 or 3, that's awesome; under 5 is good.

Ms. McFall suggested moving the L-shaped area north of Lindsey Street in Precinct 324 from Ward 7 to Ward 4. Ms. Green said that unsplit Precinct 324. Ward 7 is still pretty high, so there's not a lot of people in that particular piece, although that's probably a good move to stay with, because it does get you closer.

Ms. McFall asked if it is smarter to work from the inside out, or just pick one and start moving. Ms. Green responded she would probably start at one edge or the other, but you can start anywhere. Once you start moving something, everybody is eventually going to get changed. You might end up having to change other things.

Ms. Kindell suggested the northwest corner of Precinct 321 that is in Ward 8 be moved to Ward 4. Ms. Green indicated that made a little bit of progress on Ward 4. It could probably be a little higher, because it's probably not going to have a lot of growth.

Ms. McFall suggested adding Precinct 310 at the south end of Ward 4 to Ward 4. Ms. Green said that makes Ward 4 pretty good; it's a little bit high, but that's not a bad thing because there's not a lot of growth in any of that. You don't end up with any split precincts in that which makes the Election Board happy.

Ms. Penner recommended moving the rest of Precinct 315 into Ward 2 and leave Precinct 312 split, because we don't want to take anyone out of Ward 3, and that split follows the Interstate. Ms. Green agreed that is a good split.

Ms. Kindell asked about Ward 3. Ms. Green said it needs to gain some people; probably the most logical place to go would be Precinct 305 that is adjacent to it. Ms. Kindell noted that's on the west side of I-35 and makes sense. Ms. Green reported that makes Ward 3 a little high. Ms. Kindell said it doesn't look like there's a lot of room for growth in Precinct 305, so even though that bumped Ward 3 up quite a bit, it may not continue to bump it up in the future. Ms. Green explained it's high enough we'll probably need to bring it down a little bit to keep it within the 10% deviation, because it's 6.72 over. Precinct

305 was put back in Ward 8.

Ms. Penner commented that the last proposed map had the northern border of Ward 3 the entire way along Rock Creek. Ms. Green responded that it was following a different precinct. She suggested trying unsplitting Precincts 301 and 303. It is part of the more rural part of Ward 3. There's almost nobody out there, but it's closer. Ms. Kindell asked how the Ward 8 residents will feel about going to Ward 3. Ms. Oubre responded that it is a very diverse ward already. Ms. Penner noted the airport is in the middle of it.

Ms. Penner suggested splitting Precinct 305 approximately diagonally along the creek with the northwestern part in Ward 3, along with the knob at the southwestern corner, and the southeastern part in Ward 8. Ms. Kindell was concerned that might disrupt the rural feel of Ward 3. She suggested Precincts 304 and 305 be completely in Ward 8, and Precinct 301 all be in Ward 3, because Precincts 304 and 305 seem much more urban, and while there is development in Precinct 301, there's also a lot of open space that looks akin to a lot of the rest of Ward 3. Wards 300 and 301 would be Ward 3. Ms. Green indicated that took too much out of Ward 3. Ms. Penner pointed out there were two squares of Precinct 303 originally in Ward 3, between 60th and 48th from Tecumseh down to Robinson. She also suggested taking the two northern precincts that are split with Moore (Precincts 213 and 217) and putting them in Ward 3. Ms. Kindell suggested only the part on the west side of I-35. Ms. Green reported we still need some people in 3. She suggested putting Precinct 304 back in Ward 3; Mr. Stewart agreed. Ms. Green indicated that's too much; Precinct 304 was returned to Ward 8.

Ms. McFall asked if all the wards are within range. Ms. Penner responded that if Ward 3 is our lowest population ward, then the largest population ward couldn't be more than 4.46 above target.

Ms. Braly asked to look at taking the southwest corner of Precinct 302 that runs along Highway 77 north of Tecumseh into Ward 3, with the remainder of the precinct in Ward 8. Ms. Green indicated that Ward 8 needs population. Ms. Penner commented that Ward 6 needs to shrink, so we should add chunks of Ward 6 to Ward 8. Precinct 317 was suggested to be added to Ward 8. Mr. Whittington objected; he said he can't imagine they would grow much more than what they already are, because there's no place for them to grow. Ms. Kindell asked to see what moving Precinct 317 from Ward 6 to Ward 8 would do for the numbers; Ms. Penner reported it put Ward 8 over target. Ms. Kindell suggested moving the section of Precinct 319 east of Porter from Ward 8 into Ward 6. Ms. Penner noted that puts Ward 8 almost right on the money; Ms. Green added that Ward 6 is not bad with that change.

Ms. McFall asked about the overall numbers. Ms. Kindell said Ward 7 needs to come down and maybe Ward 1 up; she suggested moving the triangle that is Precinct 330 from Ward 7 into Ward 1. Ms. Penner thought this triangle culturally fits in really well with Ward 1. That puts Ward 7 right on the money; Ward 1 is a little high. Ms. Green agreed Ward 1 is a little high, and Ward 3 is a little low, but it's not a bad map.

Ms. Kindell suggested moving the east half of Precinct 339, east of 36th, out of Ward 1 and into Ward 5. Ms. Penner reported that brings Ward 1 into range. We can take a couple people out of 5 by taking Precincts 340 and 341, just north, and making them whole by putting the rest of these two into Ward 6, because Ward 6 is a little low right now and we might need to shift some people over; it will unsplit two precincts. Ms. Kindell expressed concern that wouldn't jive with Ward 6 if it is zoned agricultural. Ms. Green said that actually gets everything into overall range. She ran an integrity check, which showed the largest ward is 4.13 over and the smallest is 5.54 under, which is a range of 9.67. This map is acceptable as far as population deviation goes.

Ms. Green commented that the committee needs to decide if this is acceptable. Ms. Penner said the Ward 1 lines look acceptable. Ms. McFall was fine with Ward 4 lines. Ms. Kindell was concerned about the most recent change to Ward 5; even though it unsplit precincts, they feel very strongly that they are rural Ward 5. Mr. Whittington said he feels like Precinct 317 is the core of Ward 6. Mr. Stewart thought Ward 3 became a little bit dysfunctional.

Ms. McFall asked what happens if Precinct 317 is not moved. Ms. Green reported Ward 6 is up 22%; Ward 8 is down 23%. Ms. Kindell suggested moving all of Precinct 319 back to Ward 8. Mr. Whittington asked about splitting Precinct 317. Ms. Oubre felt that area is definitely more common interest with north and east of there; but that doesn't really get us where we need to be in the numbers.

Ms. Kindell asked to put the two squares that were moved from Ward 5 into Ward 6 back into Ward 5 and see what that does to Ward 6's numbers; 36th has been the natural break where the urban and the rural meet. So Ward 6 is now still at 15. Ms. Penner added Ward 1 is a little high; it's pretty close.

Ms. Kindell asked if Ward 5 and Ward 3 could meet; it's rural all across the northern part. Ms. Penner suggested adding Precinct 343 and everything north of it from Ward 6 into Ward 5. Ms. Green pointed out that Ward 5 is already 5.33 high. Ms. Penner noted Wards 1 and 7 are both a little high already, so we can't really expand either of them into Ward 5.

Ms. Green commented Ward 8 needs population and Ward 6 needs to lose population. Ms. Penner suggested reconfiguring Wards 3 and 8 back closer to where they were originally, by moving Precinct 304 back to Ward 3 and then Precincts 301 and 302 back to Ward 8. Ms. Green reported Ward 3 still needs a little bit more and Ward 8 still needs a lot more, because there aren't a lot of people in that area. Ms. Kindell recommended the line along 48th needs to go back to Ward 3 from Ward 8, the area that unsplit Precincts 301 and 303. Precinct 304 needs to go back to Ward 8. Ms. Green said Ward 3 needs quite a few more. Mr. Stewart suggested adding Precinct 305 to Ward 3. Ms. Green thought that may be too many, but suggested trying the creek split that was suggested on the end of Ward 8. Ms. Penner agreed. Ms. Green reported that gets Ward 3 back to an acceptable number, but Ward 8 needs a lot of people. Ms. Penner suggested splitting Precinct 343. Ms. Kindell noted that would be getting out of contiguous and

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doesn't make sense. She commented that Precinct 317 would solve a lot. Ms. McFall asked about trying Precinct 341. Ms. Green indicated that would cut off part of Ward 6 and would make a non-contiguous ward.

Ms. Kindell commented that it doesn't make sense to have rural east side with far west side development residential. She suggested putting Precinct 317 in Ward 8. Mr. Whittington asked to see what it would look like to split Ward 6 along Porter with Precinct 317 going to Ward 8. Ms. Oubre suggested splitting Precinct 319 down Porter as well. Ms. Penner said that is a perfect range; Ward 8 is only 15 people off now.

Ms. Green noted Ward 6 needs some more people. Ms. Kindell suggested to continue to split down Porter on Precinct 319, which is just one neighborhood; Porter is a dividing line for elementary schools. Ms. Penner commented that Ward 5 needs to come down a little, and Ward 8 needs to come up a little.

Ms. Kindell suggested Ward 8 get all of Precinct 305, and adding the northeast part of Precinct 301, north of Franklin, into Ward 3, along with Precinct 213 north of Indian Hills and west of I-35. Ms. Green reported Ward 3 is okay percentage wise. Ward 5 is the only one that's out of whack, and it's not so out of whack that it affects anything else.

Ms. Schmidt suggested considering this the first draft, think about it and look at it, and then come back. Ms. Penner said she didn't have any immediate issues with this draft. Ms. Braly said it makes sense. Ms. McFall said it looks like the population numbers are right.

Ms. Kindell asked the downside of voting on it, and the upside of leaving it as a draft. Ms. Green responded that the committee could vote on it and go to public hearing and get input from the public, if you feel like you've done as much as you can as a committee and you want public input, then you could come back and use their input to go forward.

Mr. Whittington said everybody should consider their position with their own wards. I tried to keep 317, but there's no way around it, so that's how I feel from Ward 6.

Ms. Kindell commented at whatever point we go to the public input, we're going to hear great things and bad things. There's no way around that, so do we really want to have two or three meetings before we solicit the public input to then move forward? Ms. Penner said we need the public input as quickly as we can.

Mr. Tall Bear commented it's good to get public input. This is a data-driven decision. We had no political agenda. We looked at the numbers and we presented – and I think it would be good to see if it's a hit or a miss. If it's a miss, then we'll come back, but I think we have a good start. I think you guys did really good and represented your areas well.

Ms. Kindell moved to offer this map for public input as our decided map. Mr. Whittington seconded. The motion carried unanimously on a voice vote.

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* * *

Item No. 6, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Staff will look at possible meeting dates and email Committee members about their availability.

* * *

Item No. 7, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 8:08 p.m.

Passed and approved this 6th day of July, 2022.



Sara McFall, Secretary
Reapportionment Ad Hoc Committee

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

June 15, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Council Chambers of the Norman Municipal Building at 201 West Gray Street on Wednesday, June 15, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:
CALL TO ORDER.

Chair Chris Tall Bear called the meeting to order at 6:32 p.m.

* * *

Item No. 2, being:
ROLL CALL.

MEMBERS PRESENT

Alli Penner, Ward 1
Lisa Schmidt, Ward 2
Sara McFall, Ward 4
Maria Kindell, Ward 5
Joshua Whittington, Ward 6
Alison Behrens Braly, Ward 7
Christopher Tall Bear, At Large

MEMBERS ABSENT

Wade Stewart, Ward 3
Rebecca Oubre, Ward 8

A quorum was present.

CITY STAFF PRESENT

Joyce Green, GIS Services Manager
Kathryn Walker, City Attorney
Roné Tromble, Administrative Technician
Bryce Holland, Multimedia Specialist

* * *

Item No. 3, being:

CALL FOR A PUBLIC HEARING REGARDING PROPOSED REDISTRICTING OF CITY WARDS.

Lisa Schmidt moved to hold a public hearing. Alli Penner seconded the motion. The motion passed unanimously on a voice vote.

*

PRESENTATION OF THE PROPOSED REDISTRICTING PLAN BY CHAIR CHRIS TALL BEAR.

Kathryn Walker, City Attorney, reviewed the legal framework that governs reapportionment or redistricting.

Chair Chris Tall Bear presented the proposed redistricting plan, reviewing the starting percentage deviation, population taken from other wards and/or given to other wards, and ending percentage deviation for each of the eight wards.

*

PUBLIC COMMENT REGARDING THE PROPOSED WARD BOUNDARIES.

No one in the audience offered comments.

*

CLOSING PUBLIC HEARING.

Alli Penner moved to close the public hearing. Lisa Schmidt seconded the motion. The motion passed unanimously on a voice vote.

Item No. 4, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

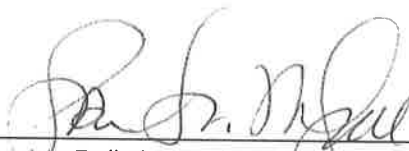
The next meeting of the Committee is scheduled for Wednesday, July 6, 2022 at 6:30 p.m.

Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:44 p.m.

Passed and approved this 6 day of July, 2022.



Sara-McFall, Secretary
Reapportionment Ad Hoc Committee

RAHCR-2223-1

A RESOLUTION OF THE REAPPORTIONMENT AD HOC COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA, RECOMMENDING THE READJUSTMENT OF THE WARDS AND THEIR BOUNDARIES.

- § 1. WHEREAS, the Reapportionment Ad Hoc Committee of the City of Norman has met and recommended that the wards and their boundaries be formed so as to equalize as nearly as practicable the population of the several wards, to conform with the requirements of the Charter; and
- § 2. WHEREAS, a public hearing was held by the Reapportionment Ad Hoc Committee on June 15, 2022 at the Norman Municipal Building for the purpose of eliciting public discussion on the proposed boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE REAPPORTIONMENT AD HOC COMMITTEE OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the City of Norman be reapportioned into eight (8) wards, one (1) through eight (8) respectively. The boundary lines are hereby described as follows and attached hereto is a map, which is made a part of this resolution showing the wards and their boundaries.
- § 4. Ward One (1) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Alameda Street and 12th Avenue N.E.; thence East on Alameda Street to 36th Avenue N.E.; thence South on 36th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to 24th Avenue S.E.; thence South on 24th Avenue S.E. to State Highway 9; thence Southwest on State Highway 9 to Classen Boulevard; thence Northwesterly on Classen Boulevard to Lindsey Street; thence East on Lindsey Street to 12th Avenue S.E.; thence North on 12th Avenue S.E. to Alameda Street to the point of beginning.



- § 5. Ward Two (2) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the point where Interstate Highway 35 intersects the Southern boundary of the City; thence North on Interstate Highway 35 to Robinson Street; thence East on Robinson Street to Berry Road; thence South on Berry Road to Imhoff Road; thence West on Imhoff Road to State Highway 9; thence Southeast on State Highway 9 to Chautauqua Avenue; thence South along Chautauqua Avenue to the Southern boundary of the City then west along the City Boundary to that point of beginning which intersects Interstate Highway 35.

- § 6. Ward Three (3) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at a point where the South boundary of the City intersects with Interstate Highway 35; thence North on Interstate Highway 35 to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road; thence East on Franklin Road to Interstate Highway 35; thence North on Interstate Highway 35 to City Boundary. Ward Three (3) encompasses all of the City of Norman West of this line.

- § 7. Ward Four (4) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Imhoff Road and Berry Road; thence North on Berry Road to Robinson Street; thence East on Robinson Street to 12th Avenue N.E.; thence South on 12th Avenue N.E. and 12th Avenue S.E. to Lindsey Street; thence West on Lindsey Street to Chautauqua Avenue; thence South on Chautauqua Avenue to State Highway 9; thence Northwest on State Highway 9 to Imhoff Road; thence east on Imhoff Road to Berry Road to the point of beginning.

- § 8. Ward Five (5) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

That portion of the City East of a line beginning at a point where the South Boundary of the City intersects with Classen Boulevard (Post Oak Road); thence Northwest along Classen Boulevard to State Highway 9; thence Northeast on State Highway 9 to 24th Avenue S.E.; thence North on 24th Avenue S.E. to Lindsey Street; thence East on Lindsey Street to 36th Avenue S.E.; thence North on 36th Avenue S.E. and 36th Avenue N.E. to Franklin Road; thence West on Franklin Road to 24th Avenue N.E.; thence North on 24th Avenue N.E. to the intersection with the Northern boundary of the City (Indian Hills Road). Ward Five (5) encompasses all of the City of Norman East of this line.

- § 9. Ward Six (6) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Indian Hills Road and 12th Avenue N.W.; thence East on Indian Hills Road to 24th Avenue N.E.; thence South on 24th Avenue N.E. to Franklin Road; thence East on Franklin Road to 36th Avenue N.E.; thence South on 36th Avenue N.E. to Alameda Street; thence West on Alameda Street to 12th Avenue N.E.; thence North on 12th Avenue N.E. to Robinson Street; thence West on Robinson Street to Porter Avenue; thence North on Porter Avenue to Tecumseh Road; thence West on Tecumseh Road to 12th Avenue N.W.; thence North on 12th Avenue N.W. to Indian Hills Road to the point of beginning.

- § 10. Ward Seven (7) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of Chautauqua Avenue and the Southern City limits; thence North on Chautauqua Avenue to Lindsey Street; thence East on Lindsey Street to Classen Boulevard; thence Southeast along Classen Boulevard to the Southern City limits (Post Oak Road); thence West on Post Oak Road to the South boundary of the City; thence Northwesterly along the South boundary of the City to the point of beginning.

- § 11. Ward Eight (8) shall embrace and be limited to all of the area which is now embraced within the corporate City limits and bounded as follows:

Beginning at the intersection of 48th Avenue N.W. and Franklin Road; thence East along Franklin Road to Interstate Highway 35;

thence North on Interstate Highway 35 to the City boundary; thence East on the City boundary to 12th Avenue N.W.; thence South on 12th Avenue N.W. to Tecumseh Road; thence East on Tecumseh Road to Porter Avenue; thence South on Porter Avenue to Robinson Street; thence West on Robinson Street to 36th Avenue N.W.; thence North on 36th Avenue N.W. to Rock Creek Road; thence West on Rock Creek Road to 48th Avenue N.W.; thence North on 48th Avenue N.W. to Franklin Road to the point of beginning.

§ 12. That a map has been drawn reflecting the boundaries set forth in Sections 4 through 11 herein, and that said map is attached hereto and made a part hereof.

PASSED AND ADOPTED this 6th day of July, 2022.



Chairman, Norman Reapportionment Commission

NORMAN REAPPORTIONMENT AD HOC COMMITTEE MINUTES

July 6, 2022

The Reapportionment Ad Hoc Committee of the City of Norman, Cleveland County, State of Oklahoma met in the Executive Conference Room of the Norman Municipal Building at 201 West Gray Street on Wednesday, July 6, 2022, at 6:30 p.m., and notice and agenda of the meeting were posted at the Norman Municipal Building at 201-A West Gray at least 24 hours prior to the beginning of the meeting and online at https://www.normanok.gov/sites/default/files/documents/2022-05-25_reapportionment_ad_hoc_committee_agenda.pdf.

Item No. 1, being:

CALL TO ORDER.

Chairman Tall Bear called the meeting to order at 6:31 p.m.

* * *

Item No. 2, being:

ROLL CALL.

- | | |
|-----------------|--|
| MEMBERS PRESENT | Lisa Schmidt, Ward 2
Wade Stewart, Ward 3
Sara McFall, Ward 4
Maria Kindell, Ward 5 (arrived after roll call)
Joshua Whittington, Ward 6
Alison Behrens Braly, Ward 7
Rebecca Oubre, Ward 8
Christopher Tall Bear, At Large |
|-----------------|--|

- | | |
|----------------|---------------------|
| MEMBERS ABSENT | Alli Penner, Ward 1 |
|----------------|---------------------|

A quorum was present.

- | | |
|--------------------|---|
| CITY STAFF PRESENT | Joyce Green, GIS Services Manager
Kathryn Walker, City Attorney
Roné Tromble, Administrative Technician |
|--------------------|---|

* * *

Item No. 3, being:

APPROVAL OF MINUTES:
May 25, 2022 Meeting
June 15, 2022 Public Hearing

Joshua Whittington moved to approve the minutes of the May 25, 2022 Meeting and the June 15, 2022 Public Hearing as presented. Alison Braly seconded the motion. The motion was approved unanimously by voice vote.

* * *

Item No. 4, being:

DISCUSSION OF PUBLIC HEARING TESTIMONY.

Chairman Tall Bear reported that there were no public comments presented at the public hearing.

Ms. Schmidt reported that she received a couple of comments when she posted it on Ward 2’s page, but nothing controversial.

Lisa Schmidt moved to forward Resolution No. RAHCR-2223-1 to City Council. Maria Kindell seconded the motion.

- | | |
|--------|--|
| YEAS | Lisa Schmidt, Wade Stewart, Sara McFall, Maria Kindell,
Joshua Whittington, Alison Behrens Braly, Rebecca Oubre,
Christopher Tall Bear |
| NAYS | None |
| ABSENT | Alli Penner |

The motion to forward Resolution No. RAHCR-2223-1 to City Council, carried unanimously, by a vote of 8-0.

Ms. Walker reported that this will be forwarded to City Council and they will have to schedule their own public hearing within 30 days, then they will adopt, reject, or amend the boundaries.

* * *

Item No. 5, being:

MISCELLANEOUS DISCUSSION OF COMMITTEE AND STAFF.

Ms. Kindell asked if this will be affected by a special vote in August about how Reapportionment Committees are handled in the future. Ms. Walker said it will not be affected by that. She explained that will address some issues in the language that came up with regard to timelines for various actions to take place, which were sometimes in conflict because of delays which occurred due to Covid.

Ms. McFall commented that she thought the committee did a great job.

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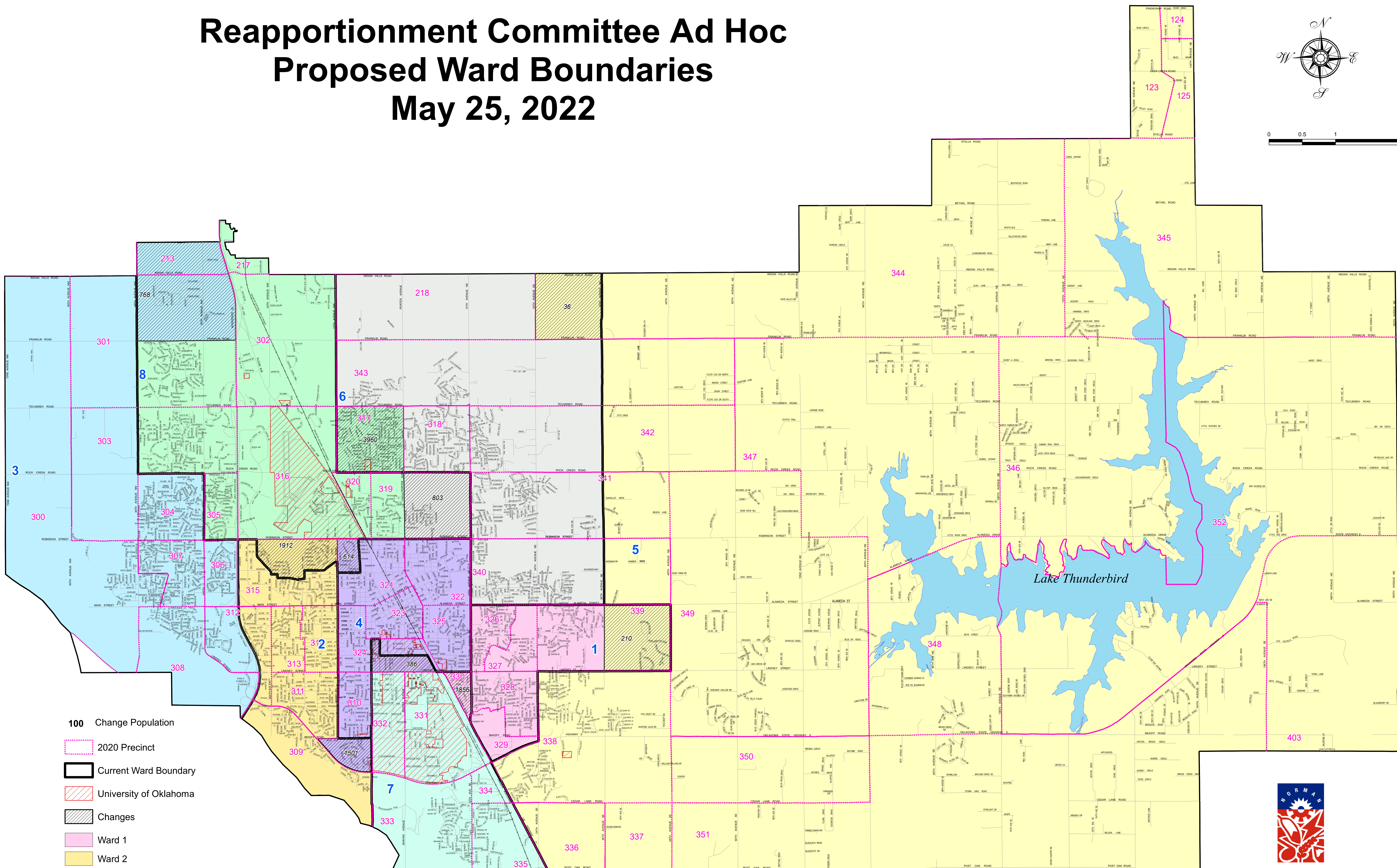
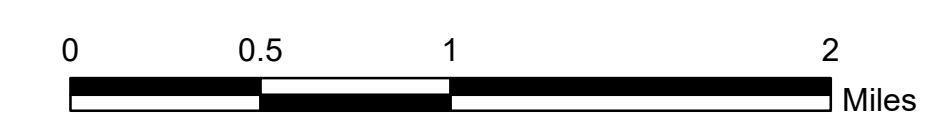
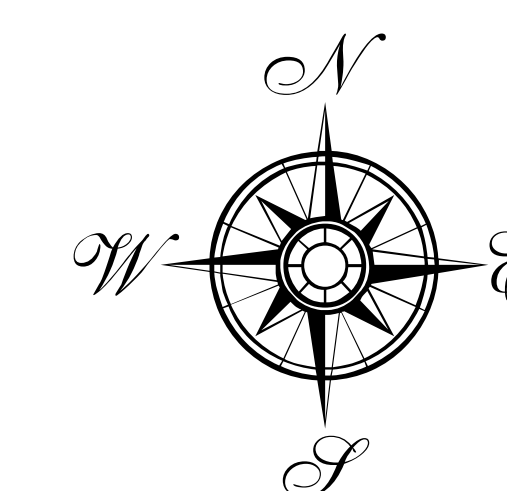
Item No. 6, being:

ADJOURNMENT.

There being no further discussion and no objection, the meeting adjourned at 6:38 p.m.

Sara McFall, Secretary
Reapportionment Ad Hoc Committee

Reapportionment Committee Ad Hoc Proposed Ward Boundaries May 25, 2022



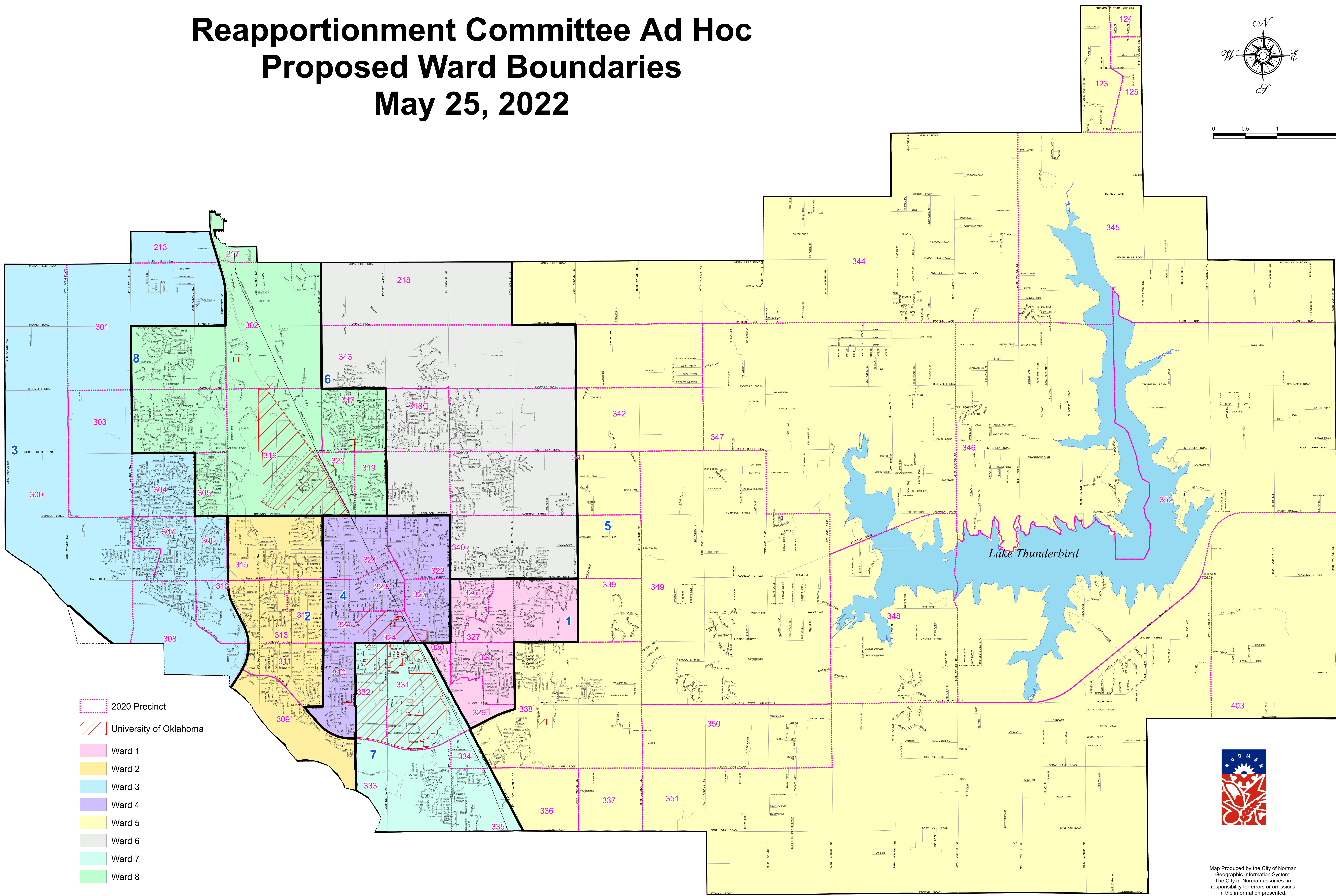
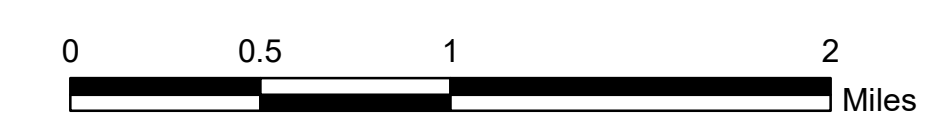
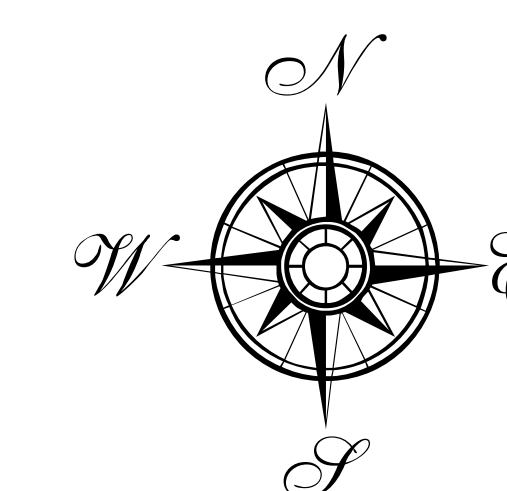
- 100** Change Population
- 2020 Precinct
- Current Ward Boundary
- University of Oklahoma
- Changes
- Ward 1
- Ward 2
- Ward 3
- Ward 4
- Ward 5
- Ward 6
- Ward 7
- Ward 8


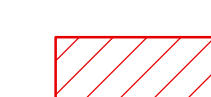



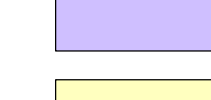
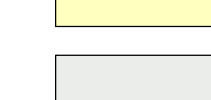
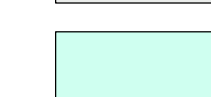
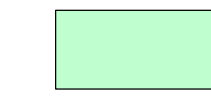

	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Ward 8
Starting Population	15,018	14,845	14,824	14,129	16,610	18,515	18,309	15,775
Starting % Deviation	-6.16	-7.24	-7.37	-11.71	3.79	15.70	14.41	-1.42
To Ward 5	210	1912	768	1,501	36	3960	1856	1912
From Ward 7	1856	To Ward 4	1,501					
From Ward 8								
From Ward 1								
From Ward 2								
From Ward 3								
From Ward 4								
From Ward 6								
From Ward 8								
Ending Population	16,664	15,256	15,592	16,630	16,856	15,322	16,067	15,639
Ending % Deviation	4.13	-4.67	-2.57	3.92	5.33	-4.26	0.40	-2.27



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

Reapportionment Committee Ad Hoc Proposed Ward Boundaries May 25, 2022



-  2020 Precinct
-  University of Oklahoma
-  Ward 1
-  Ward 2
-  Ward 3
-  Ward 4
-  Ward 5
-  Ward 6
-  Ward 7
-  Ward 8



Map Produced by the City of Norman
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