



AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF PROCLAMATION P-2122-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS ARAB AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.

2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 11 THROUGH 15, 2022, AS COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.
3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2022, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF NORMAN.
5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-33: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS AUTISM AWARENESS AND ACCEPTANCE MONTH 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 6 through Item 25 be placed on the consent docket.

First Reading Ordinance

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-23 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 A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR THE SOUTH 40 FEET OF THE EAST 140 FEET OF LOT TWENTY-FOUR (24) AND THE NORTH 8 FEET OF THE EAST 140 FEET OF LOT TWENTY-FIVE (25), IN BLOCK ONE (1) OF LARSH'S UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (796 ASP AVENUE)

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-37 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), OF WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)
8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-38 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 SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1134 MCGEE DRIVE)
9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-39 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 NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF EAST CEDAR LANE ROAD AND CLASSEN BOULEVARD)

Donation

10. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,000 FROM THE OKLAHOMA POSTAL EMPLOYEE BENEVOLENT SOCIETY TO BE USED FOR THE K-9 UNIT AT THE NORMAN POLICE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Easement

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-52: A TEMPORARY CONSTRUCTION EASEMENT FROM BEATRICE YORKTOWN HOLDINGS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$1,000 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-53: A TEMPORARY CONSTRUCTION EASEMENT FROM BOOMER'S EXPRESS CORPORATION IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-54: A TEMPORARY CONSTRUCTION EASEMENT FROM THE MEREDITH & JEFF ROWLAND LIVING TRUST DATED MARCH 14, 2019, IN THE AMOUNT OF \$6,200 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.
14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-57: A PERMANENT SIDEWALK AND UTILITY EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$2,060 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.
15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-58: A TEMPORARY CONSTRUCTION EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$70 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

Contracts

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF LANDLORD'S WAIVER PURSUANT TO CONTRACT K-8990-32: BY AND BETWEEN THE CITY OF NORMAN, HASKELL LEMON GROUP, LLC AND UMB BANK N.A. ALLOWING UMB BANK, N.A. ACCESS TO 4511 SOUTH CHAUTAUQUA AVENUE TO VIEW, SELL AND REMOVE COLLATERAL LOCATED ON THE PROPERTY.
17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1617-66: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A., INCREASING THE CONTRACT AMOUNT BY \$17,000 FOR A REVISED CONTRACT AMOUNT OF \$72,800 FOR THE LIFT STATION D FORCE MAIN REPLACEMENT PROJECT, PHASE II.

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-105: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$34,400 FOR A REVISED CONTRACT AMOUNT OF \$469,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE JAMES GARNER AVENUE PROJECT FROM ACRES STREET TO FLOOD AVENUE.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-11: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND HAMMER CONSTRUCTION, INC. INCREASING THE CONTRACT AMOUNT BY \$9,175.10 FOR A REVISED CONTRACT AMOUNT OF \$831,401.50 AND ADDING 236 CALENDAR DAYS TO THE CONTRACT FOR THE 2015 WATER WELLS & LINES PROJECT, LOCATED NEAR TECUMSEH ROAD AND/OR 108TH AVENUE N.E., FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$80,399.99
20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-96: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$17,564 FOR A REVISED CONTRACT AMOUNT OF \$75,664 FOR PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-114: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND TRICORE GROUP, LLC. INCREASING THE CONTRACT AMOUNT BY \$8,500 FOR A REVISED CONTRACT AMOUNT OF \$39,000 FOR THE COMPOST FACILITY SCALE HOUSE PROJECT.
22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-117: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RONALD LAWRENCE AND KAREN RENEE PAGE IN THE AMOUNT OF \$450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3101 SILVERADO WAY PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING FOR THE WATER TREATMENT PLANT LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-120: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EQUITY COMMERCIAL REALTY, L.L.C., FOR PROPERTY LOCATED AT 1901 RESEARCH PARK BOULEVARD FOR A PERIOD OF FIVE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

Resolutions

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-107 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM FOR PANTOGRAPH CHARGING INFRASTRUCTURE; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$272,162) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.
25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-110: A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE NORMAN MUNICIPAL AUTHORITY ADOPTING THE UPDATED IMPLEMENTATION PLAN FOR PROJECTS FUNDED OR TO BE FUNDED BY REVENUES COLLECTED FROM THE NORMAN FORWARD TEMPORARY SALES TAX.

NON-CONSENT ITEMS

Public Hearings

26. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED THIRD YEAR ACTION PLAN FOR THE FORTY-SEVENTH YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2022 HOME PROGRAM TOTALING \$1,371,966 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

Administrative Appeal

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-109: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A DEMOLITION APPLICATION FOR A DETACHED GARAGE AT 209 WEST DUFFY STREET.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF PROCLAMATION P-2122-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS ARAB AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Cinthya Allen, Chief Diversity & Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND OR POSTPONEMENT OF PROCLAMATION P-2122-28: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS ARAB AMERICAN HERITAGE MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-28

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN,
OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS
NATIONAL ARAB AMERICAN HERITAGE MONTH IN THE CITY
OF NORMAN.

- § 1. WHEREAS, National Arab American Heritage Month has been observed as recent as April, 2021, and we are proud to recognize the many contributions of our Arab American citizens that enrich our community, state, and country; and
- § 2. WHEREAS, the initiative for the official national designation began in 2017 by the Arab American Foundation and we celebrate this example of hard work, persistence, and resilience to see such a meaningful mission gain momentum and ultimately be recognized by the President of the United States in April, 2021, along the U.S. Department of State, Members of Congress and 37 governors; and
- § 3. WHEREAS, we recognize the Arab American Community exemplifies the values of hard work, resilience, family, entrepreneurship, compassion, and generosity; and
- § 4. WHEREAS, we acknowledge the efforts of the Arab American Community to combat harmful stereotypes, prejudices, ignorance, invisibility, and discrimination; and
- § 5. WHEREAS, the Arab American Community contributes to our diverse society through faith, culture, traditions, and community engagement; and

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

- § 6. Do hereby proclaim the month of April 22, 2022, as National Arab American Heritage Month in the City of Norman and invite all citizens to join me in celebrating the diversity and character of our community.

PASSED AND APPROVED this 12th day of April, 2002.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P212229: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 11 THROUGH 15, 2022, AS COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Lisa Krieg, CDBG/Grants Manager

PRESENTER: Lisa Krieg, CDBG/ Grants Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-29: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE WEEK OF APRIL 11 THROUGH 15, 2022, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

Proclamation

P-2122-29

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 11 THROUGH 15, 2022, AS NATIONAL COMMUNITY DEVELOPMENT WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, the week of April 11-15, 2022, has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME); and
- § 2. WHEREAS, the CDBG and HOME Programs provide annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and
- § 3. WHEREAS, over the past three years, our community has received a total of \$5,190,090, in CDBG and \$2,779,548 of HOME Investment Partnerships funds and has funded a variety of projects that have directly benefited our citizens and neighborhoods; and
- § 4. WHEREAS, the CDBG and HOME Programs are a versatile funding source that helps us revitalize our neighborhoods and improve our citizens' lives; and
- § 5. WHEREAS, locally, every dollar of these funding sources leverages \$4.00 in additional private investment and countless local projects would not have been possible without the federal investments.

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

- § 6. That the City of Norman designates the week of April 11-15, 2022, as National Community Development Week in support of these valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and the economic well-being of our community.

PASSED AND APPROVED this 12th day of April, 2022.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2022, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Lisa Krieg, CDBG/Grants Manager

PRESENTER: Lisa Krieg, CDBG/ Grants Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-30: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN PROCLAIMING THE MONTH OF APRIL, 2022, AS FAIR HOUSING MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-30

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH
OF APRIL, 2022, AS FAIR HOUSING MONTH IN THE
CITY OF NORMAN.

- § 1. WHEREAS, fair housing is the law of the State of Oklahoma and is consistent with the principle of equality and justice for all; and
- § 2. WHEREAS, the freedom to choose a dwelling has been one held precious in America through the centuries; and
- § 3. WHEREAS, equal housing opportunity is a right guaranteed to all Americans under Title VIII of the 1968 Civil Rights Act; and
- § 4. WHEREAS, April 2022 marks the 54th anniversary of the Federal Fair Housing Law, also known as Title VIII of the Civil Rights Act of 1968.
- § 5. WHEREAS, the month of April symbolizes a significant milestone for all Americans to rededicate themselves to this country and the State of Oklahoma's underlying premise that all citizens be guaranteed freedom of choice, and the State publicly reaffirms its public policy to eliminate all vestiges of housing discrimination wherever they exist; and
- § 6. WHEREAS, Oklahoma's housing industry and governmental entities are united in the common goal of providing safe and sanitary housing for all, without regard to race, color, religion, sex, national origin, age or handicap, or familial status.

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

- § 7. Do hereby proclaim the month of April, 2022, as Fair Housing Month.

PASSED AND APPROVED this 12th day of April, 2022.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-31: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-31; A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-31

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, PROCLAIMING THE MONTH
OF APRIL, 2022, AS CHILD ABUSE AND NEGLECT
PREVENTION MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, the month of April has been declared National Child Abuse Prevention Month in our country; and
- § 2. WHEREAS, in 2021, Cleveland County reported 736 victims of child abuse or neglect; and
- § 3. WHEREAS, the Norman community provides children services on abuse and neglect issues and are united in promoting advocacy for children; and
- § 4. WHEREAS, communities must make every effort to report victims of child abuse or neglect and the Norman community serves a number of children locally; and
- § 5. WHEREAS, effective child abuse prevention and education activities succeed because of the meaningful connections and partnerships created between all sectors of the community; and
- § 6. WHEREAS, the Norman Community is invested in prevention and advocacy through
- Education to schools, civic groups, and churches
 - Volunteer efforts to local organizations; and
 - Philanthropic contributions to assist child abuse response, treatment, and advocacy.

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

- § 7. Do hereby proclaim the month of April, 2022, as Child Abuse and Neglect Prevention Month in the City of Norman and urge all citizens to dedicate ourselves to the task of improving the quality of life for all children and families.

PASSED AND APPROVED this 12th day of April, 2022.

ATTEST:

Mayor

City Clerk



File Attachments for Item:

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-31; A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS AUTISM AWARENESS AND ACCEPTANCE MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-31; A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2022, AS AUTISM AWARENESS AND ACCEPTANCE MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-33

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF APRIL, 2022, AS AUTISM AWARENESS
AND ACCEPTANCE MONTH AND SATURDAY,
APRIL 2, 2022, AS WORLD AUTISM DAY IN THE
CITY OF NORMAN.

- § 1. WHEREAS, autism affects an estimated 1 in 44 children, and 1 in 45 adults, and is a complex disorder that affects each person differently, resulting in unique strengths and challenges; and
- § 2. WHEREAS, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regarding of age, race, ethnicity, gender, or socioeconomic background; and
- § 3. WHEREAS, autism is often accompanied by medical conditions that impact quality of life; and
- § 4. WHEREAS, a comprehensive, collaborative approach will help advance research, providing a better understanding of the many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources throughout the lifespan; and
- § 5. WHEREAS, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and
- § 6. WHEREAS, each person and family affected by autism should have access to reliable information, support and opportunities to live up to their greatest potential; and.
- § 7. WHEREAS, the City of Norman is honored to take part in the annual observance of Autism Awareness Month and World Autism Day to address the diverse needs of individuals and families affected by autism.

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

- § 8. Do hereby proclaim the month of April, 2022, as Autism Awareness and Acceptance Month and Saturday, April 2, 2022, as World Autism Day in the City of Norman to increase understanding and acceptance of people with autism spectrum disorder.

PASSED AND APPROVED this 12th day of April, 2022.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-23 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 A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR THE SOUTH 40 FEET OF THE EAST 140 FEET OF LOT TWENTY-FOUR (24) AND THE NORTH 8 FEET OF THE EAST 140 FEET OF LOT TWENTY-FIVE (25), IN BLOCK ONE (1) OF LARSH'S UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (796 ASP AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022
REQUESTER: BWB2, L.P.
PRESENTER: Jane Hudson, Director of Planning & Community Development
ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-23 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 A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR THE SOUTH 40 FEET OF THE EAST 140 FEET OF LOT TWENTY-FOUR (24) AND THE NORTH 8 FEET OF THE EAST 140 FEET OF LOT TWENTY-FIVE (25), IN BLOCK ONE (1) OF LARSH'S UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (796 ASP AVENUE)

SYNOPSIS:

The applicant, BWB2, L.P., is requesting Special Use for a Bar, Lounge, or Tavern for approximately 1/6 acre at 796 Asp Avenue. The property is currently zoned C-3, Intensive Commercial District.

HISTORY:

The subject property was zoned C-3, Intensive Commercial District, with Ordinance 884 on July 13, 1954. The applicant was first licensed with the City as Logan's on the Corner on August 18, 2006. On June 7, 2014, the name was changed to Logie's on the Corner. Logie's has historically been classified as a Restaurant use. In 2018, the State liquor laws changed and following a review of its sales, Logie's has elected to request a Special Use for a Bar, Lounge, or Tavern.

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 C-3, Intensive Commercial District, which allows for a Restaurant by right and a Bar, Lounge, or Tavern with Special Use approval.

ANALYSIS:

Per the applicant, Logie's is not proposing to change its business model at all. They will still offer a full menu of food, including a late night menu. Obtaining the Special Use for a Bar, Lounge, or Tavern will allow them to operate without having to be concerned about the ratio of food to alcohol sales. The site will not change as the applicant will continue using the existing building.

ALTERNATIVES/ISSUES:

IMPACTS: The C-3 zoning district does not have a parking requirement to provide off-street parking for any use. The Campus Corner area has on-street parking available, as well as a few parking lots nearby. Parking for this proposal will not change the existing conditions for this property.

OTHER AGENCY COMMENTS:

PARK BOARD: This application does not go to the Parks Board as it is an existing building on platted property.

PUBLIC WORKS: This property was platted as part of the Larsh's University Addition plat of Norman. No additional public improvements are required for this proposal.

PREDEVELOPMENT: PD21-30, February 24, 2022: Neighboring businesses voiced concerns with allowing Logie's on the Corner the ability to not serve a full menu. Neighboring businesses desire to have lunch and dinner options in Campus Corner and not just bar-only establishments. The applicant explained that the business model of Logie's is not changing and that the same full menu will be offered to customers. The applicant explained that they want Special Use to ensure compliance with City and licensing requirements. Neighboring businesses still had concerns giving Logie's the ability in the future to eliminate their full menu if they so choose.

CONCLUSION:

Staff forwards this request for Special Use for a Bar, Lounge, or Tavern and proposed Ordinance O-2122-23 to City Council for consideration. At their March 10, 2022 meeting, the Planning Commission recommended adoption of Ordinance O-2122-23 by a vote of 4-1.

O-2122-23

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR, LOUNGE, OR TAVERN IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR THE SOUTH 40 FEET OF THE EAST 140 FEET OF LOT TWENTY-FOUR (24) AND THE NORTH 8 FEET OF THE EAST 140 FEET OF LOT TWENTY-FIVE (25), IN BLOCK ONE (1) OF LARSH'S UNIVERSITY ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (796 Asp Avenue)

- § 1. WHEREAS, BWB2, L.P. has made application to have Special Use for a Bar, Lounge, or Tavern on the property described below in the C-3, Intensive Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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 a Bar, Lounge, or Tavern in the C-3, Intensive Commercial District, for the following described property, to wit:

The South 40 feet of the East 140 feet of Lot Twenty-four (24) and the North 8 feet of the East 140 feet of Lot Twenty-five (25), in Block One (1) of LARSH'S UNIVERSITY ADDITION, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Said tract contains 1/6 acre, more or less.

Ordinance No. O-2122-23

Page 2

§ 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 March 10, 2022.

§ 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

NOT ADOPTED this _____ day of

_____, 2022.

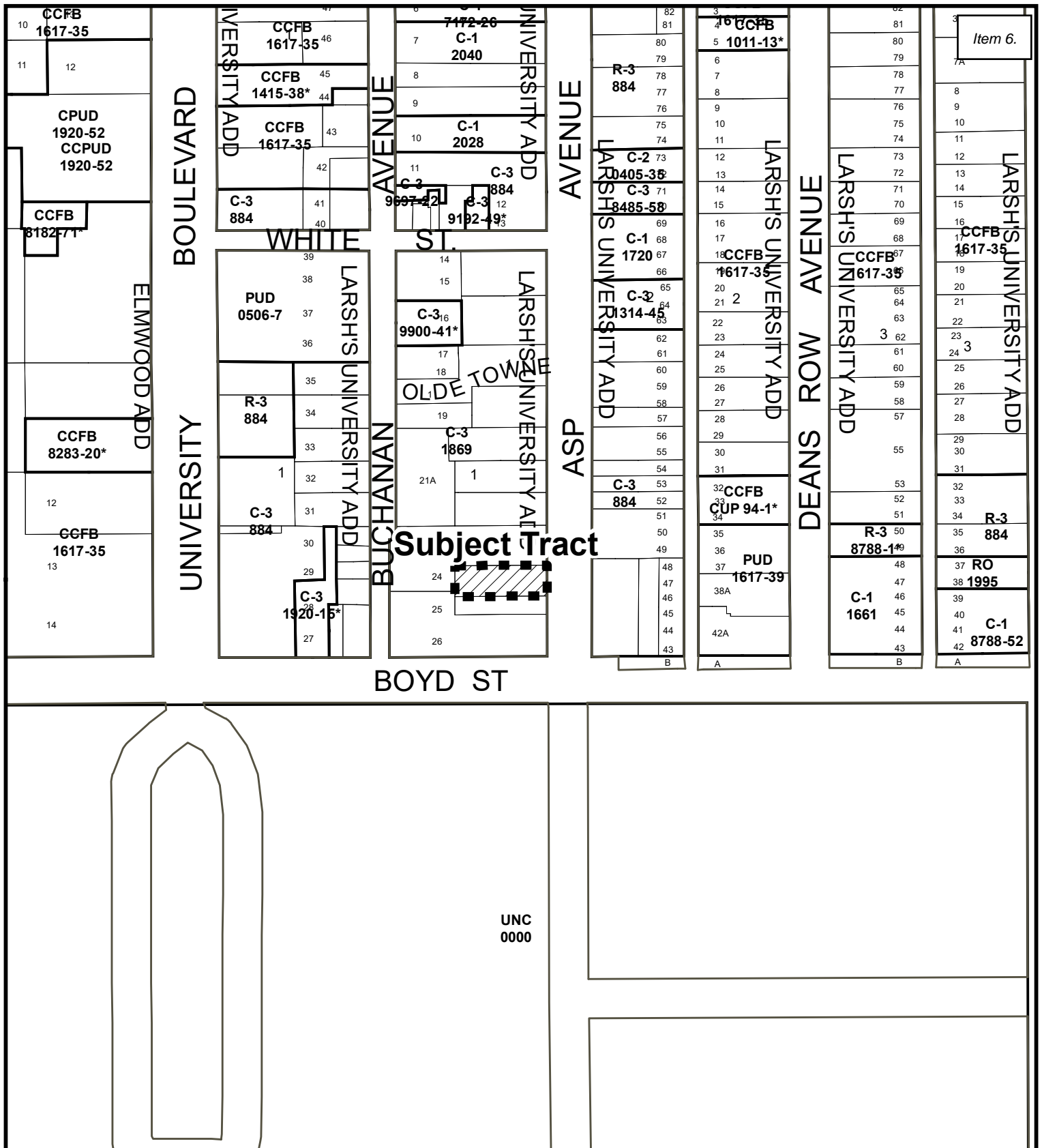
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

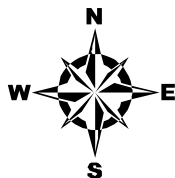
(City Clerk)



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.



October 6, 2021

0 100 200 Ft.

 Subject Tract

 Zoning

ORDINANCE NO. O-2122-23

ITEM NO. 7

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	BWB2, L.P.
REQUESTED ACTION	Special Use for a Bar, Lounge or Tavern
EXISTING ZONING	C-3, Intensive Commercial District
SURROUNDING ZONING	North: C-3, Intensive Commercial District East: C-3, Intensive Commercial District South: C-3, Intensive Commercial District West: C-3, Intensive Commercial District
LOCATION	796 Asp Avenue
SIZE	1/6 acre
PURPOSE	Sports themed bar and restaurant
EXISTING LAND USE	Sports themed bar and restaurant
SURROUNDING LAND USE	North: Commercial East: Commercial South: Commercial West: Commercial
LAND USE PLAN DESIGNATION	Commercial

SYNOPSIS: The applicant, BWB2, L.P., is requesting Special Use for a Bar, Lounge, or Tavern for approximately 1/6 acre at 796 Asp Avenue. The property is currently zoned C-3, Intensive Commercial District.

HISTORY: The subject property was zoned C-3, Intensive Commercial District, with Ordinance No. 884 on July 13, 1954. The applicant was first licensed with the City as Logan's on the Corner on August 18, 2006. On June 7, 2014, the name was changed to Logie's on the Corner. Logie's has historically been classified as a Restaurant use. In 2018, the State liquor laws changed and following a review of its sales, Logie's has elected to request a Special Use for a Bar, Lounge, or Tavern.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated 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 C-3, Intensive Commercial District, which allows for a Restaurant by right and a Bar, Lounge, or Tavern with Special Use approval.

ANALYSIS: Per the applicant, Logie's is not proposing to change its business model at all. They will still offer a full menu of food, including a late night menu. Obtaining the Special Use for a Bar, Lounge, or Tavern will allow them to operate without having to be concerned about the ratio of food to alcohol sales. The site will not change as the applicant will continue using the existing building.

ALTERNATIVES/ISSUES:

IMPACTS: The C-3 zoning district does not have a parking requirement to provide off-street parking for any use. The Campus Corner area has on-street parking available, as well as a few parking lots nearby. Parking for this proposal will not change the existing conditions for this property.

OTHER AGENCY COMMENTS:

PARK BOARD: This application does not go to the Parks Board as it is an existing building on platted property.

PUBLIC WORKS: This property was platted as part of the Larsh's University Addition plat of Norman. No additional public improvements are required for this proposal.

PREDEVELOPMENT: PD21-30, February 24, 2022

Neighboring businesses voiced concerns with allowing Logie's on the Corner the ability to not serve a full menu. Neighboring businesses desire to have lunch and dinner options in Campus Corner and not just bar-only establishments. The applicant explained that the business model of Logie's is not changing and that the same full menu will be offered to customers. The applicant explained that they want Special Use to ensure compliance with City and licensing requirements. Neighboring businesses still had concerns giving Logie's the ability in the future to eliminate their full menu if they so choose.

CONCLUSION: Staff forwards this request for Special Use for a Bar, Lounge, or Tavern and proposed Ordinance No. O-2122-23 to the Planning Commission for a recommendation to City Council.

Applicant: BWB2, LP

Project Location: 796 Asp Avenue

Case Number: PD21-30

Time: 5:30 p.m.

Applicant/Representative

Robert McCampbell
Joe Bendetti
Tiffany Bendetti
Todd Emerson

Attendees

Jeff Stewart
H. Rainey Powell

City Staff

Beth Muckala, City Attorney
Lora Hoggatt, Planning Services Manager
Colton Wayman, Planner I

Application Summary

The applicant, BWB2, LP, requests Special Use for a Bar, Lounge or Tavern for Logie's on the Corner to ensure compliance with City ordinances and licensing requirements.

Neighbor's Comments/Concerns/Responses

Neighboring businesses voiced concerns with allowing Logie's on the Corner the ability to not serve a full menu. Neighboring businesses desire to have lunch and dinner options in Campus Corner and not just bar-only establishments. The applicant explained that the business model of Logie's is not changing and that the same full menu will be offered to customers. The applicant explained that they want Special Use to ensure compliance with City and licensing requirements. Neighboring businesses still had concerns giving Logie's the ability in the future to eliminate their full menu if they so choose.



March 2019 Aerial Photography



October 6, 2021

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



0 10 20 Feet

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MARCH 10, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 10th day of March, 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 6:34 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Kevan Parker
Steven McDaniel
Erica Bird
Shaun Axton

MEMBERS ABSENT

Dave Boeck
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Heather Poole, Asst. City Attorney
Jack Burdett, Subdivision Development
Coordinator
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Chris Mattingly, Director of Utilities
Nathan Madenwald, Utilities Engineer

* * *

Item No. 7, being:

O-2122-23 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-23, BWB2, L.P. REQUESTS SPECIAL USE FOR A BAR, LOUNGE OR TAVERN FOR 1/6 ACRE OF PROPERTY LOCATED AT 796 ASP AVENUE (LOGIE'S ON THE CORNER).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Aerial Photo
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes. There was a 49.6% protest within the notification area.
2. Ms. Bird asked for clarification about the law changes. Ms. Hoggatt responded.

PRESENTATION BY THE APPLICANT:

1. Joe Bendetti, 796 Asp Avenue, the owner of Logie's on the Corner and the property – spoke regarding the request.
2. Mr. McDaniel asked clarifying questions. Mr. Bendetti responded.
3. Ms. Bird asked about percentage of sales from low-point beer. Mr. Bendetti responded. Ms. Bird suggested that he have that information available for City Council.
4. Mr. Axton asked about other locations. Mr. Bendetti responded.
5. Mr. McDaniel asked about a location that was closed. Mr. Bendetti responded.
6. Ms. Bird asked about proximity to churches and schools. Ms. Hoggatt responded.
7. Robert McCampbell, attorney for the applicant, addressed the proximity to OU and churches.
8. Ms. Williford asked about other special uses for Campus Corner. Ms. Hudson responded.

AUDIENCE PARTICIPATION:

1. Rainey Powell, 1926 Pin Oak – spoke in opposition to the proposal.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Parker asked about audits. Ms. Hudson responded.
2. Mr. McDaniel asked about the change in the required percentage for food. Ms. Bird responded.
3. Ms. Williford spoke regarding approving applications for other applicants.
4. Mr. Parker spoke about trying to run a business with law changes, or other changes.
5. Mr. McDaniel expressed concern about the need for a special use and how many times the food percentage has not been met.
6. Ms. Bird asked when the audit results will be complete. Ms. Hudson responded.
7. Mr. Axton asked about Crossed Cannons. Ms. Hudson responded. Ms. Bird also responded.

Kevan Parker moved to recommend adoption of Ordinance No. O-2122-23 to City Council. Erin Williford seconded the motion.

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

YEAS	Erin Williford, Kevan Parker, Erica Bird, Shaun Axton
NAYES	Steven McDaniel
MEMBERS ABSENT	Dave Boeck, Michael Jablonski

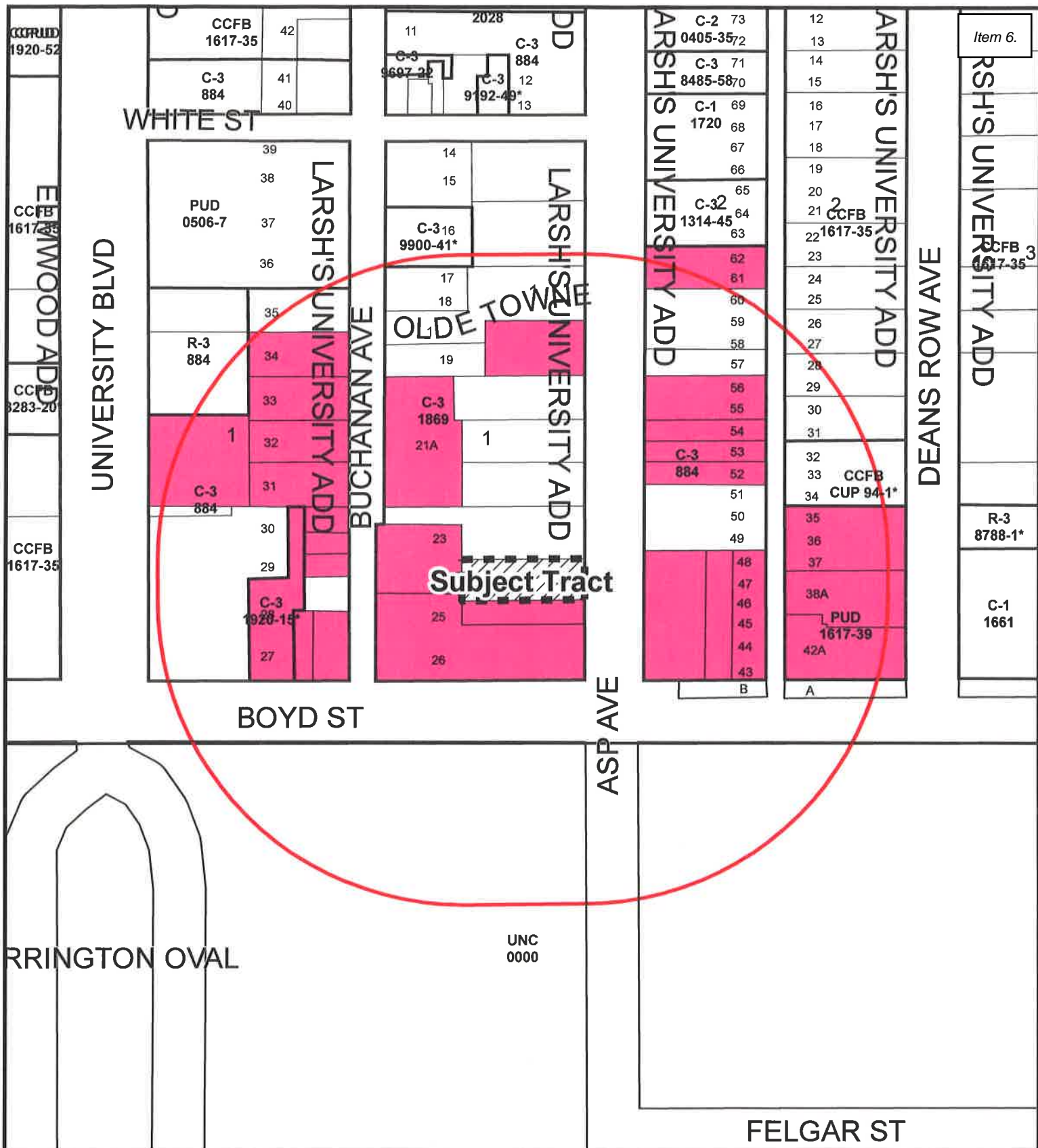
Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-23 to City Council, passed by a vote of 4-1.

* * *

Protest Map & Letters

Items 7

796 Asp Avenue



Protest Map

40.6% Protest Within Notification Area



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



0 75 150 Feet

March 10, 2022



Subject Tract



Notification Area



Protest



February 28, 2022

City of Norman
Planning & Development Department
201 W. Grey, Building A
PO Box 370
Norman, OK 73070

Dear Sirs,

329 Limited Partners II, Limited Partnership and Asp Street Investments, LLC wish to protest the request for a Special Use for a Bar, Lounge or Tavern made by BWB2, LP. *LOGIES*

H Rainey Powell is the owner of both of these entities and is authorized to sign on 329 Limited Partners II, Limited Partnership and Asp Street Investments, LLC behalf.

Please feel free to contact me if you require additional information.

H. Rainey Powell

H Rainey Powell

Owner

329 Partners Limited Partnership

Asp street Investments

PO Box 1184

Norman, OK 73070

rpowell@coxinet.net

(405) 364 5533

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/1/2022

March 6, 2022

City of Norman
Planning & Development Department
201 W. Grey, Building A
PO Box 370
Norman, OK 73070

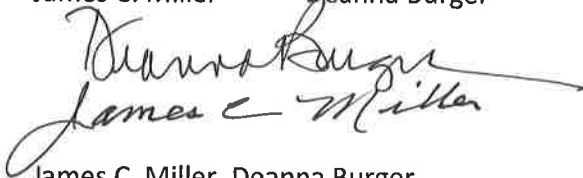
To whom it may concern,

MB Real Estate I-VII LLCs wish to protest the request for a Special Use for a Bar, Lounge or Tavern made by BWB2, LP.

James C. Miller and Deanna Burger are the owners of these entities and are authorized to sign on behalf of MB Real Estate I – VII LLCs.

Please feel free to contact us if you require additional information.

James C. Miller Deanna Burger

Handwritten signatures of Deanna Burger and James C. Miller. Deanna's signature is on top, and James's is below it, both written in dark ink.

James C. Miller, Deanna Burger
Owners
MB Real Estate I – VII, LLCs
1712 Holliday Dr
Norman, OK 73069
manager@mbre-llc.com
405-517-7490

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/7/22

From: Jerry Hatter balfour@crimsonproud.com
Subject: Protest for Planning Commission meeting 3/10/22
Date: March 9, 2022 at 12:57 PM
To: rone.tromble@normanok.gov



It is my understanding that there for tomorrow's agenda one of the topics to be discussed is a request for a Special Use for a Bar, Lounge or Tavern being made by BWB@,LP (Logie's) located at 796 Asp, Norman OK. As the owner of Balfour of Norman on Campus Corner, I would like you to know that I am not in favor of approving this request. I feel that it opens a way for other establishments to do the same thing and fear that some or many of the might take advantage of getting this "Special Use" and I just don't feel that having just "bars" on Campus Corner is what is best for the district, my business or the residents of the city. It seem like a slippery slope that we don't want to go down.

I hope you will take my feelings on this subject into consideration when reviewing this topic. Please feel free to contact me should you have any questions. My phone number is 405 496 4753.

Respectfully,



Jerry M. Hatter-Owner

Crimson Proud, LP
dba/ Balfour of Norman
792 Asp Ave.
Norman, OK 73069
ph. 405-321-6539
fax 405-364-3841
www.crimsonproud.com

NOTE If you have not already done so, please note my e-mail address has changed to: balfour@crimsonproud.com

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3-9-22

Updated Protest Map & Additional Letter

Item 7

796 Asp Avenue

March 8, 2022

City of Norman
Planning & Development Department
201 W. Grey, Building A
PO Box 370
Norman, OK 73070

Dear Sirs,

L&E Webb, LLC wishes to protest the request for a Special Use for a Bar, Lounge or Tavern made by this existing business BWB2, LP, 796 Asp Ave, Norman Ok. 73069.

Michael Webb Managing Partner of L&E Webb, LLC and Owner and is authorized to sign on this official protest.

Please feel free to contact me if you need additional information.

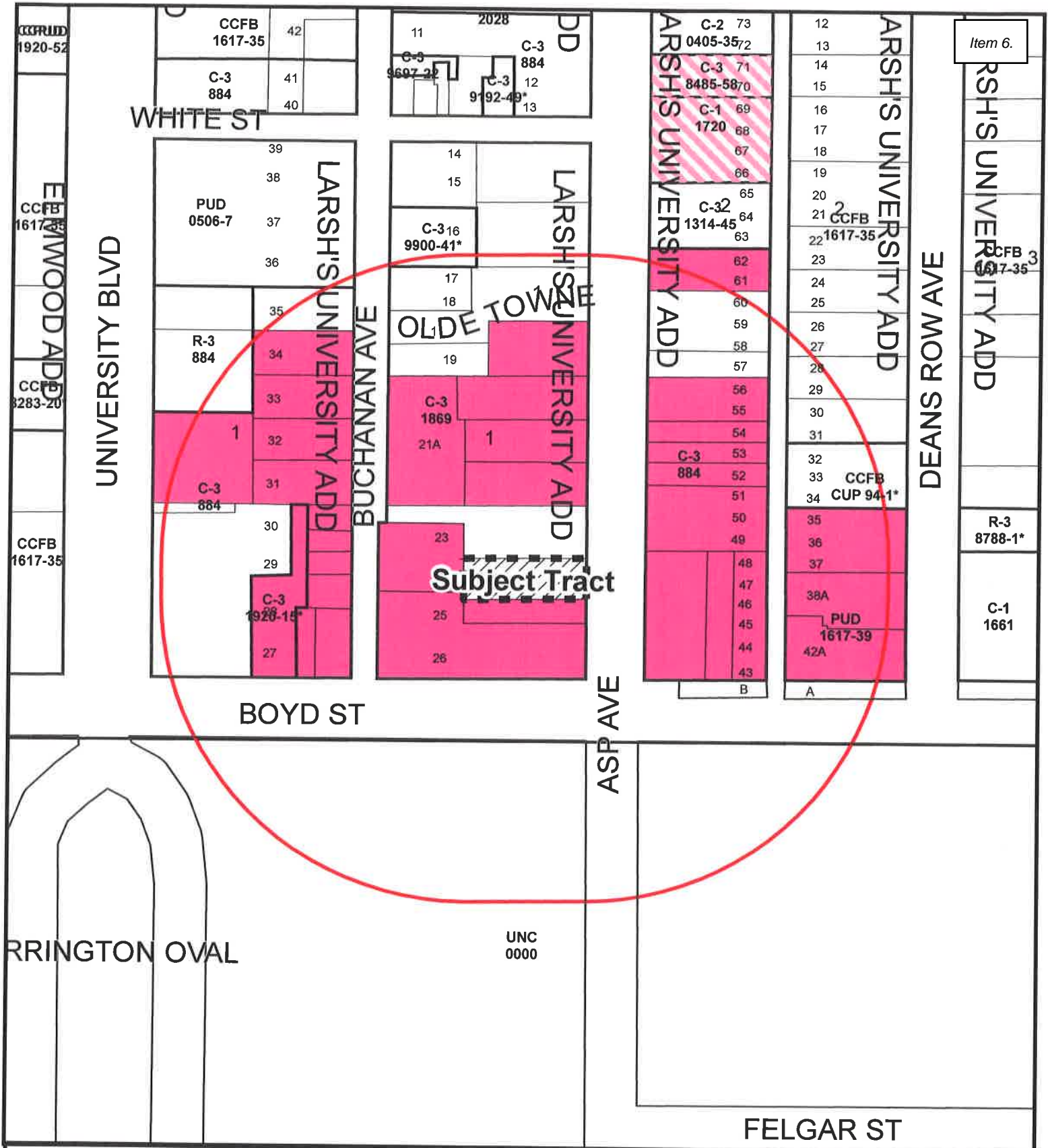
Michael L. Webb



Michael L. Webb
Owner and Managing Partner
L&E Webb, LLC
1908 Riverside Drive
Norman, Ok. 73072
businesssavvyokc@gmail.com
405-317-4187

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3-10-22

Protest Letter Received
After Planning Commission
& Updated Protest Map



Protest Map



49.6% Protest Within Notification Area

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



0 75 150 Feet

March 28, 2022

-  Subject Tract
-  Notification Area
-  Protest
-  Protest Outside Notification Area

March 10, 2022

City of Norman
Planning & Development Department
201 W. Grey, Bld .A
PO Box 370
Norman, OK. 73070

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/14/22 - *LW*

Dear Planning Dept:

Lucille Gordon Welcher Trust, would like to protest the request for a special use for a bar, lounge or tavern, made by BWB2, LP, 796 Asp, Norman, Okla.

There are too many bars on campus corner and result in broken windows, trash, unsafe conditions for the community.

Gayle Gordon Welcher is the Trustee of this entity and is authorized to sign this letter of protest. Gayle Gordon Welcher is also authorized to sign on behalf of Gordon Stuart Inc. Properties covered are 729-733 Asp.

If you need any other information please
contact me at gayle@gordonstuart.com.

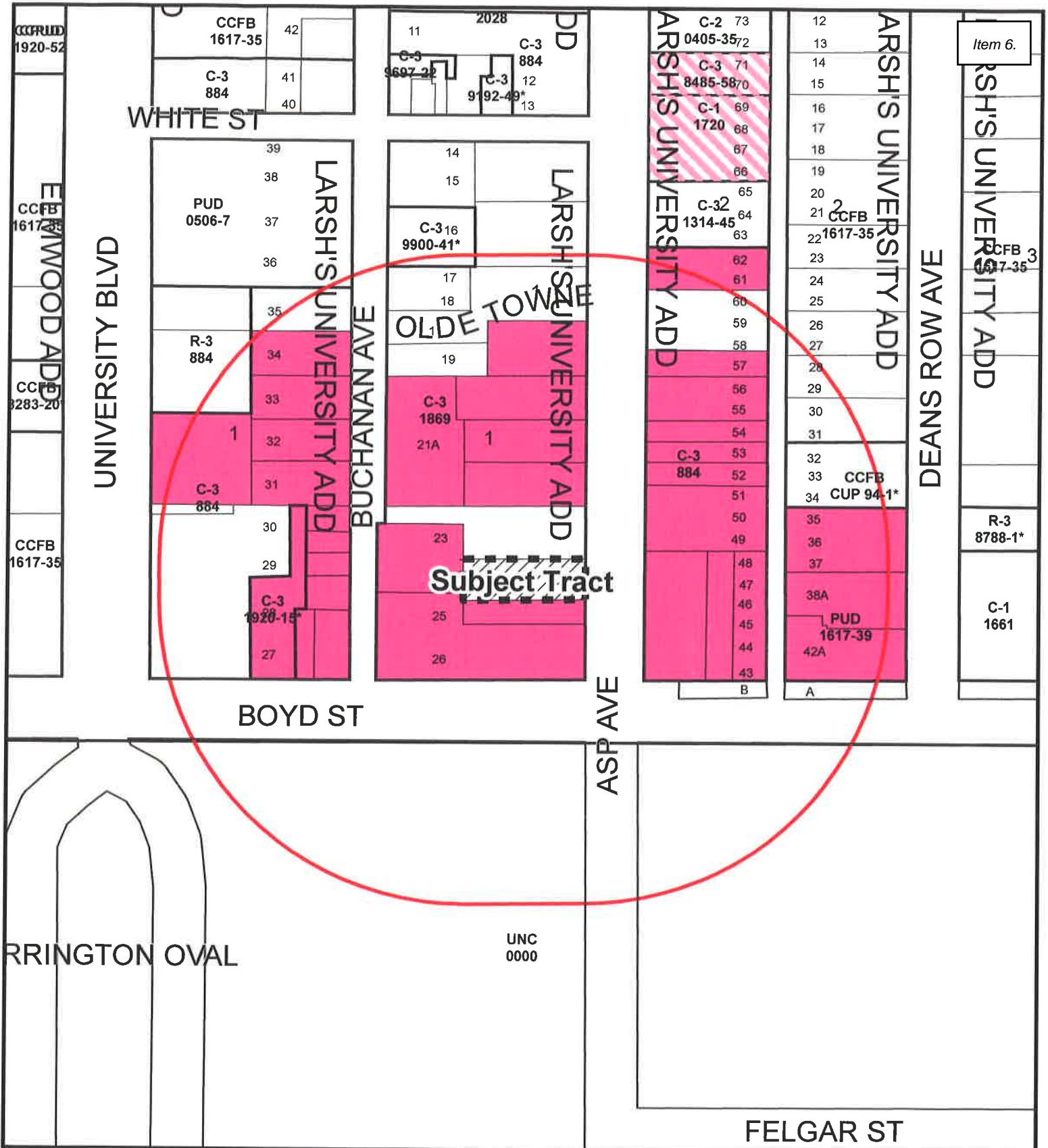
Thank you for your attention to this matter.

Sincerely,

Gayle Gordon Welcher

Gayle Gordon Welcher

In re: Lucille Gordon Welcher Trust and Gordon
Stuart inc.



Protest Map



50.7% Protest Within Notification Area

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



0 75 150 Feet

March 31, 2022

-  Subject Tract
-  Notification Area
-  Protest
-  Protest Outside Notification Area

ktmccabe@cox.net

From: ktmccabe@cox.net
Sent: Tuesday, March 29, 2022 7:44 PM
Cc: ktmccabe@cox.net
Subject: Logie's Request for Special Use

I would like to protest Logie's request for special use for a BAR ONLY in Campus Corner.

I do not believe it to be in the best interest for the community.

I do not see the benefit to the whole picture of community and neighborhood manners by allowing Logie's to circumvent the current zoning ordinance.

I believe they just purchased the building to the north of their existing building, so obviously it is not out of financial hardship.

For a fact, we will be losing two long term tenants of Campus Corner, due to the recent purchase.

Please consider a NO vote on this request,

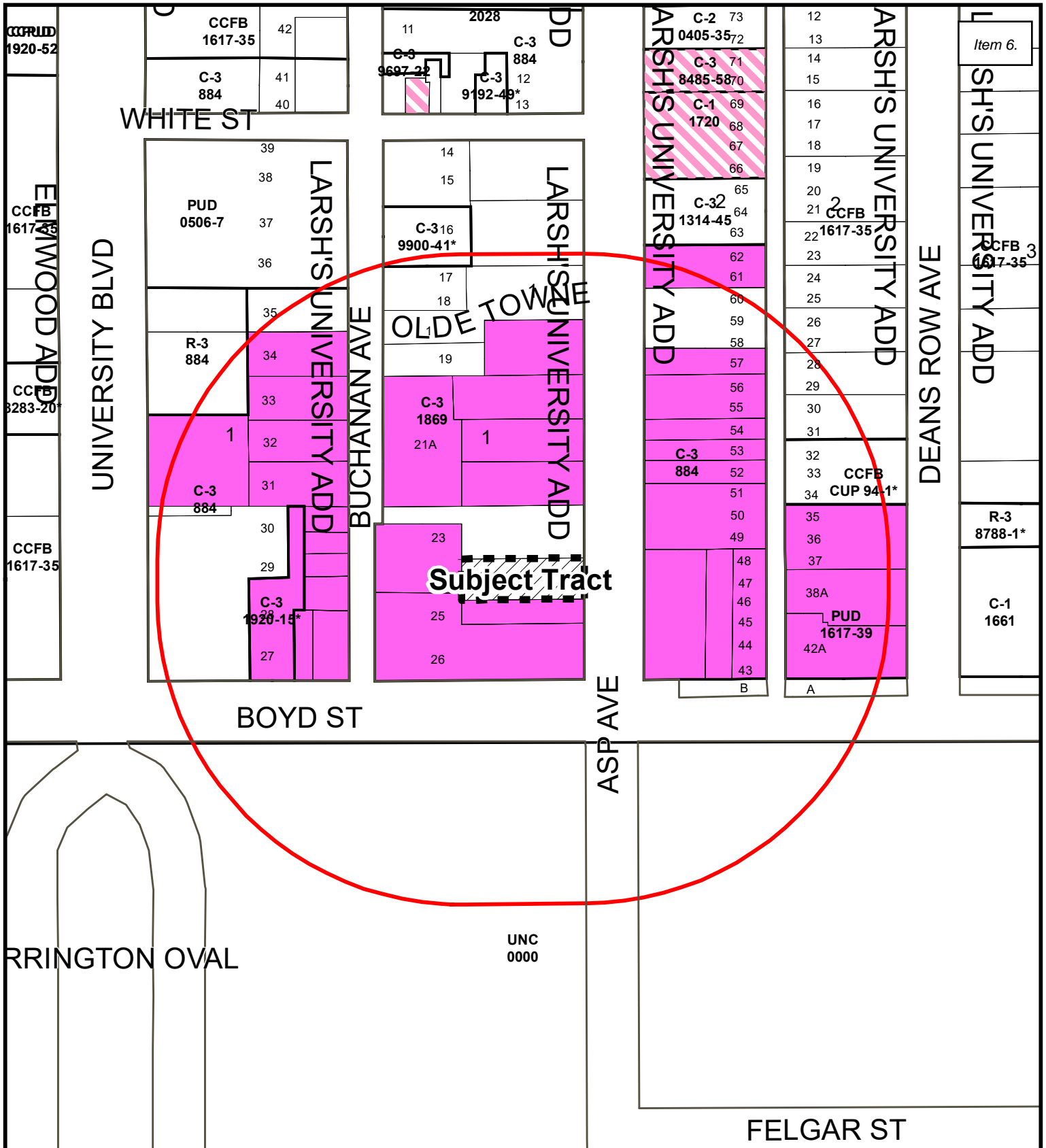
Keith M. McCabe



Owner

753 Asp LLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3-30-22

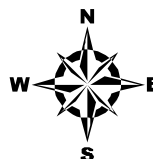


Protest Map

50.7% Protest Within Notification Area






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



0 75 150 Feet

April 6, 2022

-  Subject Tract
-  Notification Area
-  Protest
-  Protest Outside Notification Area

April 4, 2022

City of Norman
201 W. Grey, Building A
PO Box 370
Norman, OK 73070

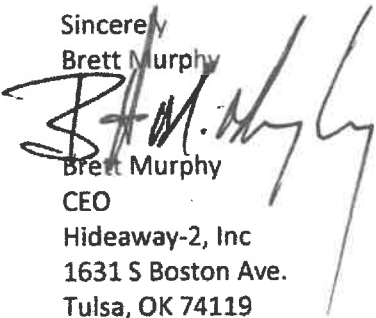
Dear Sirs,

Hideaway Pizza is located at 577 Buchanan on the Campus Corner. I was recently made aware of the request for a Special Use for a Bar, Lounge or Tavern made by BWB2, LP, 796 Asp, Norman, OK, Logie's.

It is my understanding that there are four other restaurants on Campus Corner that will seek similar Special Uses from the City if Logie's request is approved. I am not sure what basis the City Council would have to deny future requests if Logie's request is approved.

Hideaway has enjoyed being part of Campus Corner since 2001, serving OU students and Norman families. We are fearful that if the City of Norman approves Logie's request, the Campus Corner will turn into a bar district, and no longer be family friendly. This would have a significant negative impact on Hideaway's business as Norman families' would no longer frequent the Campus Corner.

Hideaway would like to encourage the City of Norman and City council to deny this request.

Sincerely
Brett Murphy

Brett Murphy
CEO
Hideaway-2, Inc
1631 S Boston Ave.
Tulsa, OK 74119

FILED IN THE OFFICE
OF THE CITY CLERK
ON 4/5/2022

March 14, 2022

City of Norman
Planning & Development Department
201 W. Grey, Building A
PO Box 370
Norman, OK 73070

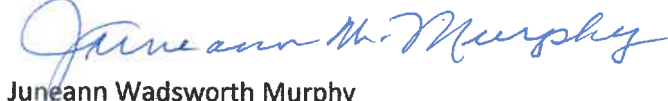
Dear Sirs,

Juneann Wadsworth Murphy wishes to protest the request for a Special Use for a Bar, Lounge or Tavern made by BWB2, LP, 796 Asp, Norman, OK.

Juneann Wadsworth Murphy is the owner of 319 White St, Norman, OK 73069 and is authorized to sign.

Please feel free to contact me if you require additional information.

Juneann Wadsworth Murphy



Juneann Wadsworth Murphy
2328 Ashwood LN
Norman, OK 73071

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3-14-22

File Attachments for Item:

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-37 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), OF WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

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-2122-37 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), OF WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (621 HIGHLAND PARKWAY)

SYNOPSIS:

The applicants, Rental Ranch, L.L.C. and D.L. Hayes Co., are requesting to rezone from R-1, Single Family Dwelling District, to C-2, General Commercial District, to allow for a commercial office and storage building. The subject property is approximately 0.22 acres.

HISTORY: 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.

ZONING ORDINANCE CITATION:

SEC 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

General Description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

EXISTING ZONING: The subject property is currently zoned R-1, Single Family Dwelling District. This zoning district allows only for residential and accessory uses. A commercial storage building would not be permitted in R-1.

ANALYSIS: As stated above, a property in the C-2 District requires direct and frequent access. While the nearby Flood Avenue is classified as an urban minor arterial street in the NORMAN 2025 Land Use & Transportation Plan, Highland Parkway is not an arterial street.

SITE PLAN: The proposed site plan shows one building, a 3,900 square foot structure. The applicant stated at the Pre-Development meeting that the site will be used for personal vehicle storage facility. The applicant stated, the site will not have customers, but there are six parking spots. There is one access point off Highland Parkway.

USE: The applicant stated on the application they propose to use the property as a commercial office and storage building. There are a number of other commercial uses allowed by right in the C-2 District, including:

Automobile, farm implement and machinery repair, sales and service, but not automobile wrecking yards or junk yards.

Automobile service station.

Bakery.

Bath.

Bus terminal.

Carpenter and cabinet shop.

Cleaning and dyeing works.

Drive-in movie theater.

Electric sales and service.

Electric transmission station.

Feed and fuel store.

Frozen food locker.

Glass shop.

Golf course, miniature or practice range.

Heating, ventilating or plumbing supplies, sales and service.

Ice plant or storage house for ice and food housing not more than ten (10) tons capacity.

Laundry.

Lodge hall.

Lumber and building materials sales yard.

Medical Marijuana Dispensary, as allowed by state law.

Music, radio or television shop.

Outdoor advertising signs.

Pawn shop.

Printing plant.

Sign painting shop.

Small animal hospital.

Storage warehouse.

Tier I Medical Marijuana Processor, as allowed by state law.
Tier II Medical Marijuana Processor, as allowed by state law.
Trailer camp.
Used auto sales.
Wholesale distributing center.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: The area is platted with public services in close proximity.

PREDEVELOPMENT: PD 22-02, February 24, 2022

Neighbor asked how the site will be used. Applicant said that it will be used for the owner's personal car storage. Neighbor asked how tall the structure will be. Applicant said that it will be about 18 feet tall. Neighbor shared a concern that commercial encroachment in the residential neighborhood will lower property values.

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

Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request for rezoning from R-1, Single Family Dwelling District, to C-2, General Commercial District, as Ordinance O-2122-37 to City Council for consideration. The Planning Commission, at their March 10, 2022 meeting, recommended adoption of Ordinance O-2122-37 by a vote of 4-1.

O-2122-37

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), OF WOODSLAWN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; 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 to have the same placed in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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 C-2, General Commercial District, to wit:

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

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

Ordinance No. O-2122-37

Page 2

§ 5. 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

NOT ADOPTED this _____ day of

_____, 2022.

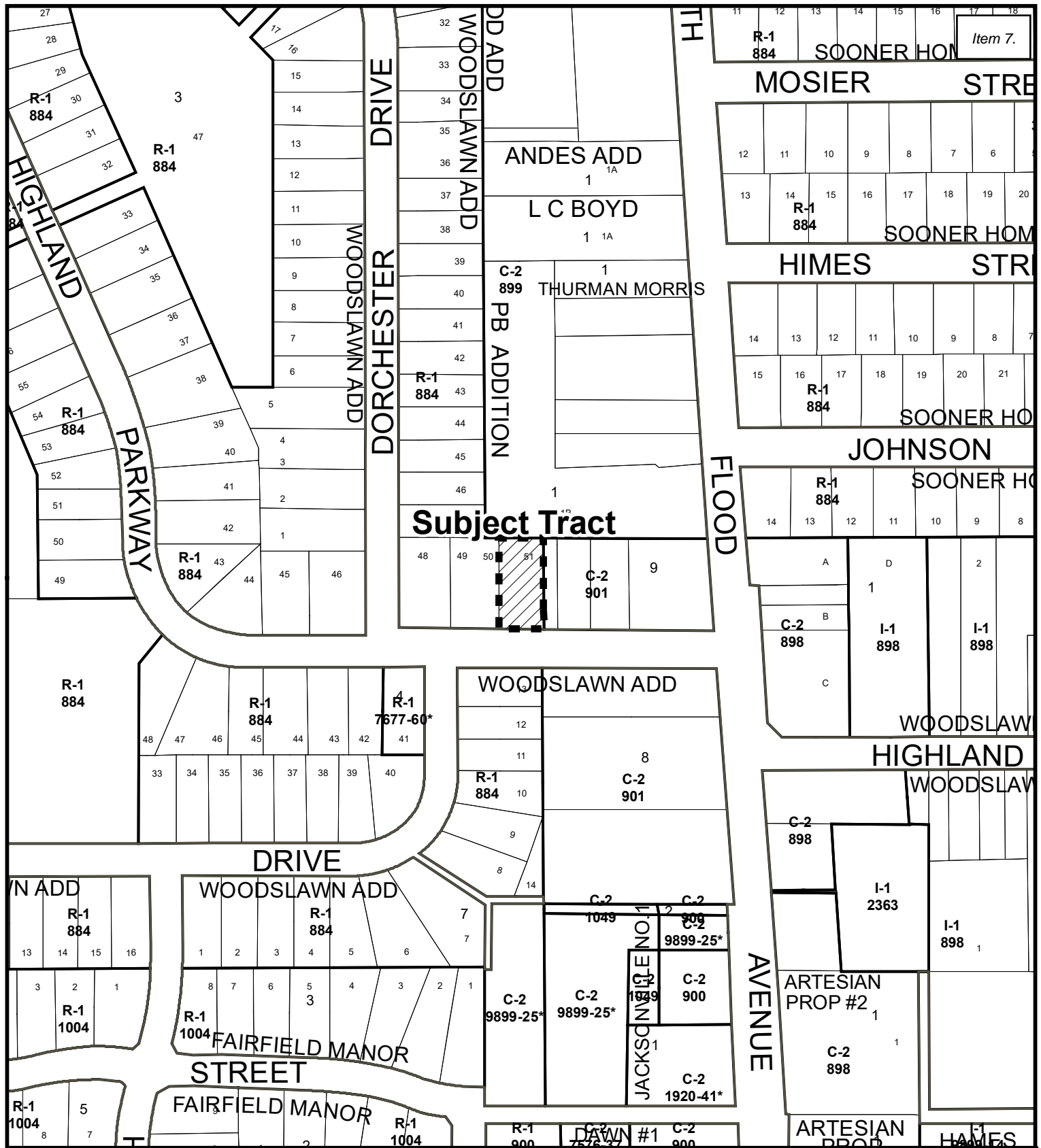
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

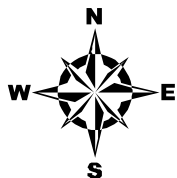
(City Clerk)



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.



February 8, 2022

0 100 200 Ft.

Subject Tract

Zoning

ORDINANCE NO. O-2122-37

ITEM NO. 6

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Rental Ranch II, L.L.C. and D.L. Hayes Co.
REQUESTED ACTION	Rezoning to C-2, General Commercial District
EXISTING ZONING	R-1, Single Family Dwelling District
SURROUNDING ZONING	North: C-2, General Commercial District East: C-2, General Commercial District South: R-1, Single Family Dwelling District, and C-2, General Commercial District West: R-1, Single Family Dwelling District
LOCATION	621 Highland Parkway
SIZE	0.22 acres
PURPOSE	Commercial 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	Commercial

SYNOPSIS: The applicants, Rental Ranch, L.L.C. and D.L. Hayes Co., are requesting to rezone from R-1, Single Family Dwelling District, to C-2, General Commercial District, to allow for a commercial office and storage building. The subject property is approximately 0.22 acres.

HISTORY: 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 Avenue, was zoned C-2, General Commercial District at about the same time.

ZONING ORDINANCE CITATION: SEC 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

General Description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

EXISTING ZONING: The subject property is currently zoned R-1, Single Family Dwelling District. This zoning district allows only for residential and accessory uses. A commercial storage building would not be permitted in R-1.

ANALYSIS: As stated above, a property in the C-2 District requires direct and frequent access. While the nearby Flood Avenue is classified as an urban minor arterial street in the NORMAN 2025 Land Use & Transportation Plan, Highland Parkway is not an arterial street.

SITE PLAN: The proposed site plan shows one building, a 3,900 square foot structure. The applicant stated at the Pre-Development meeting that the site will be used for personal vehicle storage facility. The applicant stated, the site will not have customers, but there are six parking spots. There is one access point off Highland Parkway.

USE: The applicant stated on the application they propose to use the property as a commercial office and storage building. There are a number of other commercial uses allowed by right in the C-2 District, including:

Automobile, farm implement and machinery repair, sales and service, but not automobile wrecking yards or junk yards.

Automobile service station.

Bakery.

Bath.

Bus terminal.

Carpenter and cabinet shop.

Cleaning and dyeing works.

Drive-in movie theater.

Electric sales and service.

Electric transmission station.

Feed and fuel store.

Frozen food locker.

Glass shop.

Golf course, miniature or practice range.

Heating, ventilating or plumbing supplies, sales and service.

Ice plant or storage house for ice and food housing not more than ten (10) tons capacity.

Laundry.

Lodge hall.

Lumber and building materials sales yard.

Medical Marijuana Dispensary, as allowed by state law.

Music, radio or television shop.

Outdoor advertising signs.

Pawn shop.

Printing plant.
Sign painting shop.
Small animal hospital.
Storage warehouse.
Tier I Medical Marijuana Processor, as allowed by state law.
Tier II Medical Marijuana Processor, as allowed by state law.
Trailer camp.
Used auto sales.
Wholesale distributing center.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: The area is platted with public services in close proximity.

PREDEVELOPMENT: PD 22-02, February 24, 2022

Neighbor asked how the site will be used.

Applicant said that it will be used for the owner's personal car storage.

Neighbor asked how tall the structure will be.

Applicant said that it will be about 18 feet tall.

Neighbor shared a concern that commercial encroachment in the residential neighborhood will lower property values.

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

Greenbelt forwards this item with no additional comments.

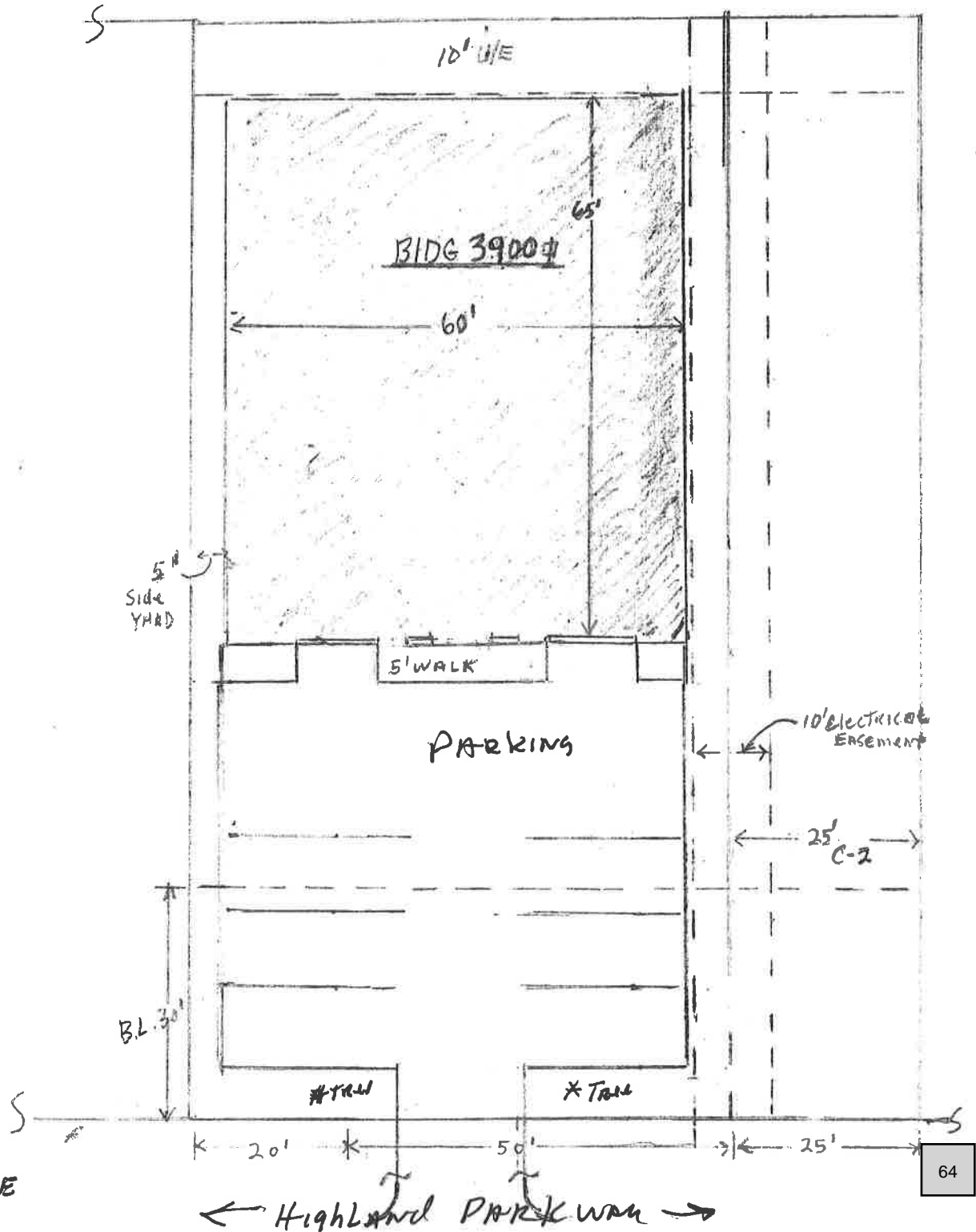
CONCLUSION: Staff forwards this request for rezoning from R-1, Single Family Dwelling District, to C-2, General Commercial District, as Ordinance No. 2122-37 for consideration by the Planning Commission and a recommendation to City Council.



SITE PLAN

621 Highland Parkway

SCALE 1:20



1:20 SOME

PLAT OF SURVEY

Item 7.

Property Description:

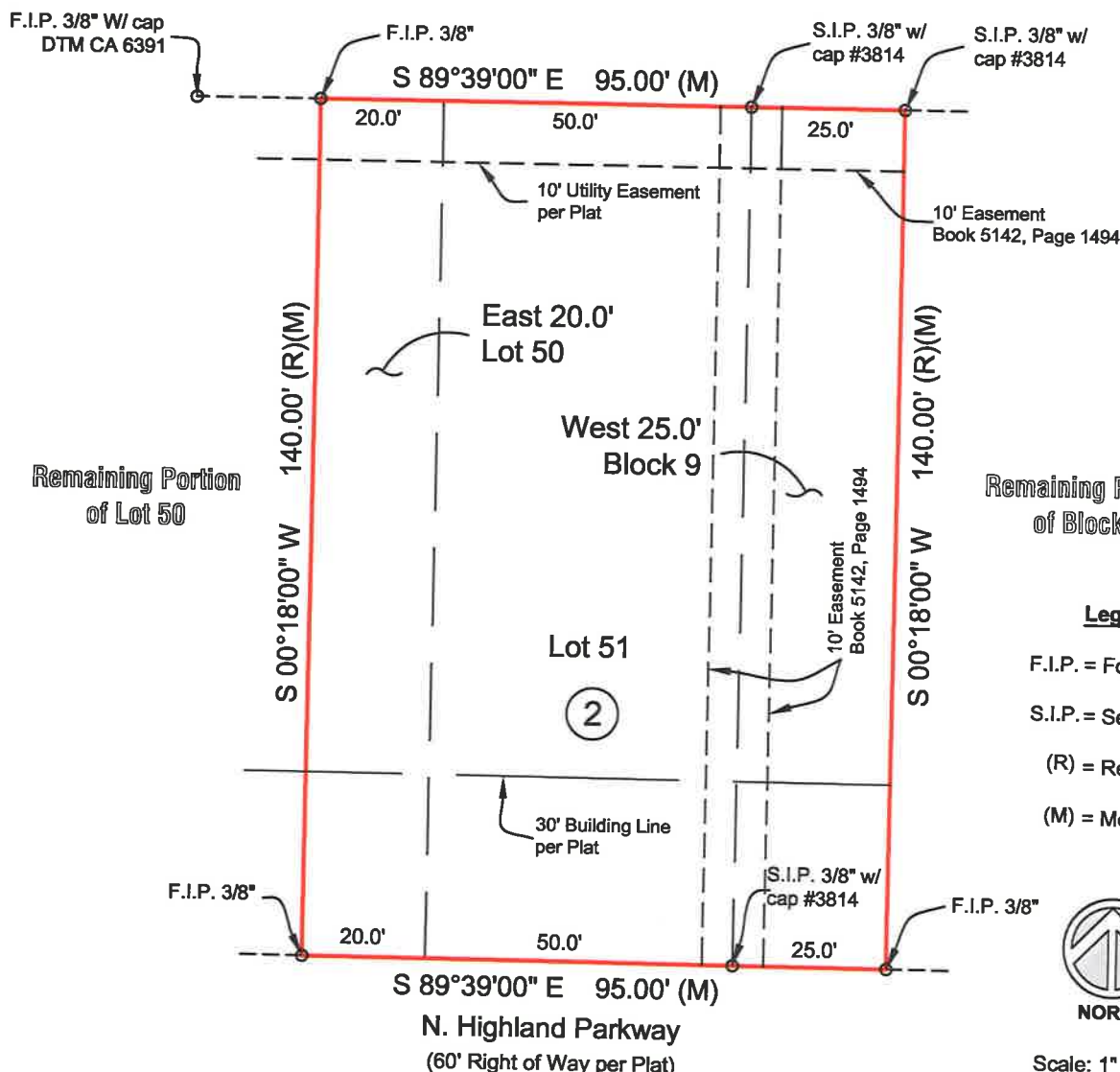
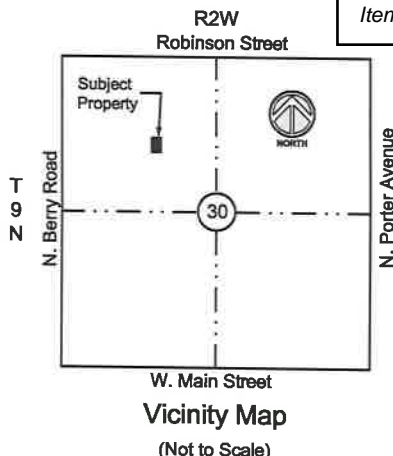
The East 20 feet of Lot Fifty (50), and all of Lot Fifty-One (51), in Block Two (2),
And the West 25 feet of Block Nine (9) of WOODSLAWN ADDITION to the City of
Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Property Address:

621 Highland Parkway
Norman, Oklahoma

Basis of Bearing:

South line of Block Two (2) of WOODSLAWN ADDITION to
the City of Norman, Cleveland County, Oklahoma,
according to the recorded plat thereof.



Surveyor Note:

A title commitment has not been provided. Easements, rights of way, or any similar items that would be disclosed from an accurate and current title search have not been provided and therefore are not shown on this survey.

Surveyor's Certification:

To: Bill Hayes:

I, Robert C. Outland, Licensed Professional Land Surveyor No. 1773 in the state of Oklahoma, do hereby certify that a survey was performed under my supervision of the property described hereon.

I further certify that this Survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Robert C. Outland
Oklahoma L.S. # 1773

Date:

1-10-2022



PRIORITY
Land Surveying, LLC

P.O. Box 1394, Norman, OK 73072
Phone: (405) 701-1407

Certification of Authorization # 3814, Expires 6/30/2023

Prepared for:

Bill Hayes

Drawn By: RCO

Aprvd. By: RCO

Job No. 63022

Field Date: 12/20/2021, 12/28/2021 and 1/6/2022

Revision:

Date:

Sheet 1 of 1

GBC 22-03

APPLICANT	Bill Hayes
LOCATION	East 20 feet of Lot 50 and all of Lot 51, Block 2, Woodslawn Addition, located at 621 Highland Parkway
PROPOSAL	Rental Ranch II, LLC Rezoning; Amendment of the NORMAN 2025 Land Use & Transportation Plan from Low Density Residential Designation to Commercial Designation
NORMAN 2025 LAND USE	Current: Low Density Residential/Commercial
LAND USE	Current: Vacant Proposed: Commercial

Greenbelt Commission Final Comments - GBC 22-03

Greenbelt forwards this item with no additional comments.

Applicant: Rental Ranch II, LLC and D.L. Hayes Co.

Project Location: 621 Highland Parkway

Case Number: PD22-02

Time: 5:30 p.m.

Applicant/Representative

Bill Hayes
Chris Hayes
Andy Darks

Attendees

Melissa Hearn

City Staff

Logan Hubble, Planner I

Application Summary

The applicant is requesting a rezoning from R-1, Single Family Dwelling District, to C-2, General Commercial District, as well as a Norman 2025 Land Use and Transportation Plan amendment from Low Density Residential Designation to Commercial Designation.

Neighbor's Comments/Concerns/Responses

Neighbor asked how the site will be used. Applicant said that it will be used for the owner's personal car storage. Neighbor asked how tall the structure will be. Applicant said that it will be about 18 feet tall. Neighbor shared a concern that commercial encroachment in the residential neighborhood will lower property values.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MARCH 10, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 10th day of March, 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 6:34 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Kevan Parker
Steven McDaniel
Erica Bird
Shaun Axton

MEMBERS ABSENT

Dave Boeck
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Heather Poole, Asst. City Attorney
Jack Burdett, Subdivision Development
Coordinator
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Chris Mattingly, Director of Utilities
Nathan Madenwald, Utilities Engineer

* * *

NON-CONSENT ITEMS

Item No. 5, being:

R-2122-94 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-94, FOR RENTAL RANCH II, L.L.C. AND D.L. HAYES CO. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR THE EAST 20 FEET 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
4. Greenbelt Commission Comments

and

Item No. 6, being:

O-2122-37 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-37, FOR RENTAL RANCH II, L.L.C. AND D.L. HAYES CO. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, FOR THE EAST 20 FEET OF LOT 50 AND ALL OF LOT 51, BLOCK 2, WOODSLAWN ADDITION, LOCATED AT 621 HIGHLAND PARKWAY.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Site Plan
4. Plat of Survey
5. Pre-Development Summary
6. Greenbelt Commission Comments

PRESENTATION BY STAFF:

1. Logan Hubble reviewed the staff report, a copy of which is filed with the minutes. There was a 6.0% protest within the notification area.

PRESENTATION BY THE APPLICANT:

1. Bill Hayes, D.L. Hayes Company, the applicant, outlined the proposal.
2. Mr. McDaniel asked about height of the building and fencing. Mr. Hayes responded.
3. Ms. Bird asked if there are renderings of the structure. Mr. Hayes responded.
4. Mr. Axton asked about use of the building, and the opportunity for use as commercial in the future. Mr. Hayes responded.
5. Ms. Bird asked if there is a reason buildings the owner has to the east couldn't be used for this. Mr. Hayes responded.
6. Ms. Williford asked if the adjacent building is currently rented. Mr. Hayes responded.
7. Mr. Axton asked why locate the building here versus somewhere else. Mr. Hayes responded.
8. Mr. Parker asked when the owner purchased the property. Mr. Hayes responded.
9. Andy Darks, the property owner, talked about his properties and the proposed project.
10. Mr. Parker asked when the adjacent homes were constructed. Mr. Hayes responded.

AUDIENCE PARTICIPATION:

1. Melissa Hearn, 704 Highland Parkway – spoke in opposition to the proposal.
2. Clifton Stone, 600 Denison & 418 Keith – spoke in opposition to the proposal.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Steven McDaniel moved to recommend adoption of Resolution No. R-2122-94 and Ordinance No. O-2122-37 to City Council. Kevan Parker seconded the motion.

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

YEAS

NAYES

MEMBERS ABSENT

Erin Williford, Kevan Parker, Steven McDaniel, Shaun Axton

Erica Bird

Dave Boeck, Michael Jablonski

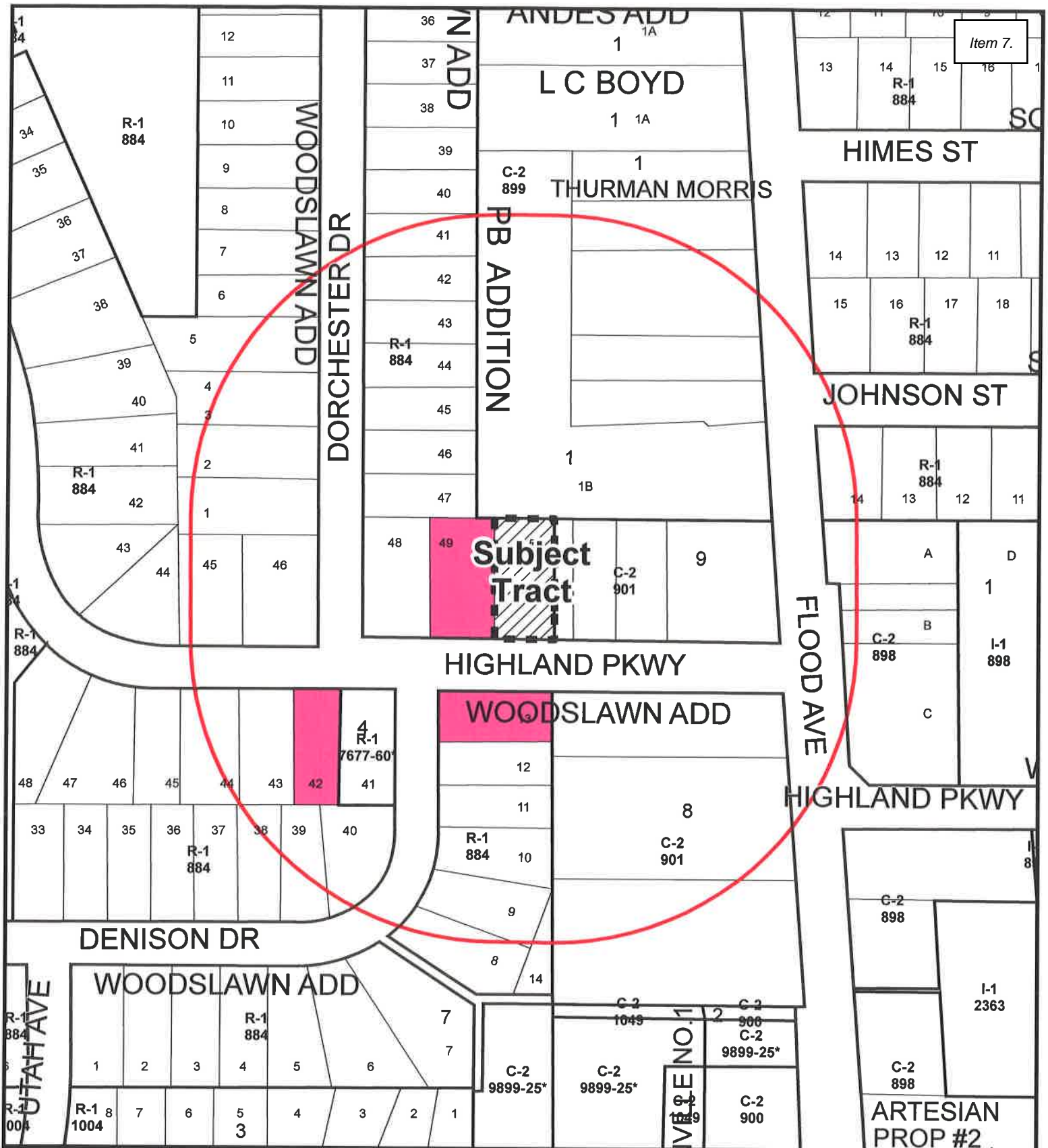
Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-94 and Ordinance No. O-2122-36 to City Council, passed by a vote of 4-1.

* * *

Protest Map & Letters

Items 5-6

621 Highland Parkway



Protest Map



6.0% Protest Within Notification Area

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



0 75 150 Feet

March 10, 2022

- Subject Tract
- Notification Area
- Protest

Melissa Hearn, property owner
 704 Highland Pkwy
 Norman, OK 73069
noirhorror@gmail.com
 405-619-8775

Norman City Council and Norman Planning Commission:

As a property owner who lives within 350 feet of a property proposed for rezoning, I would like to register my objections to the rezoning request.

If the property, **specified below**, were rezoned, the owner wants to build an industrial sized garage and a parking lot. The location is now a grassy lot next to an occupied house.

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

Although the property owner has a business on the same street and shares concerns with the neighbors about other eyesores spreading from Flood into the neighborhood, I would hope for the future of the community he could find another location for his hobby of restoring cars.

If the property were rezoned, it would create the following problems:

- A concrete parking lot would create more storm water runoff.
- Loss of the grassy lot would decrease the absorption of carbon dioxide.
- Property valuations would decrease on Highland Parkway and Dorchester, streets with single family homes and an elementary school.
- After the owner of the lot dies, the rezoned property could be sold to a commercial investor, which would create undesirable traffic close to a school and bus stop for school children.
- Encroachment of more commercial zoning would be encouraged, turning homes into businesses.
- The aesthetic value of lawns, trees, and front porches in the neighborhood would be diminished.

Years ago, my mother, Elizabeth Hearn, lived on Lindsay Street in Norman when a house on Berry Road was rezoned for commercial use. She spoke against it at a planning meeting to no avail. Now there is a movement to rezone the property next to it, endangering the ambiance of the Berry Road residential area. Once something is rezoned, the trend is rarely reversed.

I request that the property identified above not be rezoned for the sake of the neighborhood's future.

Sincerely,

Melissa Hearn

Melissa Hearn

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 03/07/22 - *La*

The undersigned are homeowners within 350 feet of the proposed zoning change on Highland Parkway who oppose the zoning request.

VIVIAN LEE - *Vivian Lee* March 4, 2022
701 HIGHLAND PARKWAY
I agree to the points Melissa Hearn has made regarding
this issue of rezoning.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 03/07/22 -RW

To: City of Norman Department of Planning and Community Development

I am the homeowner of 625 Highland PKWY, Norman, right next to the proposed rezoning request.

My sister moved to Norman in 2020, I went to visit her the same year. Me and my kids fell in love with this City, a very friendly place to live and retire. I purchased the above-mentioned property in 2021. So far, I've invested quite a bit of money on the property, that includes replacing all the pipelines in the property 10 days ago, and installing a new AC unit.

With a big metal commercial building built right next to my property is not just an eyesore but also impacts my property value tremendously. Especially the subject lot (621 Highland Pkwy) is just a couple of blocks from a city elementary school. Any additional commercial traffic could present a safety hazard to children walking in the area. Children live in the general area of the subject lot, including all the children of my tenants.

I firmly object to any change from single-family residential to commercial zoning.

Thank you for your time.

Sincerely,



Huiwen Lin
625 Highland Pkwy
Norman, Ok 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/3/2022

March 7, 2022

To: City of Norman Department of Planning and Community Development

Subj: CITY OF Norman Case Number PD22-02; Zoning Request Change 621 Highland Parkway

I submitted a formal protest of the requested rezoning to the City Clerk on March 2nd. A copy of that protest is attached. Also attached are three copies of a Google Earth image of the neighborhood involved. I'm submitting this image, along with a request that the planning committee members closely view the image to obtain a more accurate impression of the impacts. I contend that viewing the situation from a "neighborhood perspective" will provide a more realistic perspective than simply looking at an ink diagram; and, will therefore assist in a more objective and appropriate decision. The neighborhood is a modest but very nice area, mostly occupied by young families and retired citizens. Note the closeness of the school to the area under consideration for rezoning.

I've marked, in blue, the subject area associated with the rezoning. I've also indicated (with a blue arrow) a nearby building of the type that may be placed on the residential lot. The home next to that lot is a single-family home (tan roof) currently occupied by a young family with a school-aged child. The owner of that home currently lives in Colorado, but plans to retire in that home. She has also protested the request for a zoning change. The metal building shown is probably twice the length of the building the applicant proposes to place there; however, the "footprint" of the shown metal building approximates both the parking area and the metal building proposed to be placed there.

I trust that your review and decision will contemplate the potential adverse impacts to the neighborhood, and will consider the loss of property values to homes in the immediate area.


Cliff Stone

Attachments:

1. My Protest letter of March 2nd
2. Three copies of a Google Earth image

FILED IN THE OFFICE
OF THE CITY CLERK
ON 3/7/22

March 2, 2022

To: City of Norman Department of Planning and Community Development

Subj: CITY OF Norman Case Number PD22-02; Zoning Request Change 621 Highland Parkway

I own a home (600 Denison Drive) directly across the street from the the proposed rezoning request. My home there has been in my family since it was constructed in the 1950's. Prior to my ownership, the home was owned by my aunt and uncle. I'm currently investing a substantial amount of money in that home's remodeling. The remodeling includes new heating and air, a new roof, exterior painting and repair, window repair, new floors, kitchen remodeling, planned landscaping, new exterior doors, and other improvements. Although our neighborhood is "dated," it is a nice, older 1950's-period area, with many homes currently being remodeled and repaired. I firmly object to any change from the single-family residential zoning status of the lot at 621 Highland Parkway.

I've read the applicant's discussion requesting a zoning change. My initial impression is that his discussion seems misleading and disingenuous as it implies (in the final sentence) that the "lot" is a 'combination' of residential and commercial. Although the applicant may own a small nearby strip of commercial property (as stated), that strip and the single-family residential lot are separated by a ten-foot-wide electrical easement. The area is NOT a combination "lot" of residential and commercial. The area consists of a single family zoned lot with an electrical easement next to a narrow strip of commercial property that the applicant is seemingly attempting to "link" to the situation; however' that narrow strip of commercial property appears to be uninvolved with the proposed building (as I read the application). His attempt to link that narrow strip seems disingenuous and somewhat deceptive to me, if, in fact, it will in no way be involved in the proposed commercial operation. The applicant's proposed "use statement" should have simply stated: "I request approval to build a huge metal commercial building on a single-family residential lot, in a residential neighborhood, just five feet from the single-family home to the west, and just a couple of blocks from an elementary school." In my opinion, a statement of that nature would have been more accurate and useful for this rezoning application.

Any request for change to the single-family zoning of 621 Highland Parkway should be rejected for the following reasons:

1. As the proposed change is directly across the street from my property, a large metal building, or any commercial structure for that matter, would place a structure inappropriate and inconsistent with other residential structures in the neighborhood. My property value, and others in the area, would most certainly be negatively impacted.
2. The subject lot (621 Highland Pkwy) is just a couple of blocks from a city elementary school. Any additional commercial traffic could present a safety hazard to children walking in the area.

ATON. 1

Children live in the general area of the subject lot, including a kindergarten child next door.

3. A large deteriorating strip-mall borders Flood and Highland Parkway. That structure itself is an eyesore and safety hazard to the area. It attracts some homeless people, has deteriorating walls and needs attention from the city to help make the area more attractive. Another commercial structure (such as that proposed by the applicant) would compound the problems of nearby residential property owners working to improve their neighborhood.
4. The proposed "use statement" suggests that the use will be a commercial storage building. This description is not very informative as it doesn't mention what will be stored there, how much, and for what purpose. Any intended initial use could change over time to any number of other uses, some of those even more objectionable than others. I can envision any number of uses that would present a danger and various hazards to a residential house just five feet away. I'm uncertain as to the nature of the applicant's business (Rental Ranch LLC), but one business by that name is a tool rental business. That sort of business, or any other business at that location, would increase traffic into a single family neighborhood. The exact impacts can't be determined, but I consider any commercial operation to be inappropriate, problematic, potentially dangerous, and detrimental to residential property values.
5. I contend that any commercial structure, or commercial operation, on that lot would effect the esthetics of the historic 1950's neighborhood, adversely impact the quality of life, and interfere with parents and children moving to and from the nearby elementary school.
6. The proposed construction of a commercial metal building (based on the applicant's diagram) would result in a metal wall and roof only five feet from the east side of the residential lot to the west of the applicant's lot. This alone would result in a visual affront to anyone living in that residence, as it would tower over the residential fence, and most certainly negatively impact that owner's property value. The applicant has provided no information about the height of the proposed structure, therefore the degree of "unsightliness" and "inappropriateness" are difficult to determine. The broad roof drainage could also impact the home next door.
7. The applicant states that the use is for "storage"; however, this statement may be misleading as storage could also be associated with a high-traffic operation - either with the applicant's business, or with some later business operating from that location.
8. If the applicant wishes to profit from the "residential lot," he can build a single family home on the lot, or sell it to someone who wishes to do so. A rezoning to commercial status is not his only option.
9. The "Flood Street Corridor" needs the city's attention to help make the area more attractive moving into the city's future. A huge metal building being placed within five feet of a residential home is inconsistent with the aesthetics of a neighborhood attempting to protect itself.

Item 7.

In summary, I strongly object to any rezoning of the single-family status of 621 Highland Parkway for the reasons stated above. Residential neighborhoods, particularly our city's older ones working to improve their esthetics, should be protected from inappropriate commercial incursions.



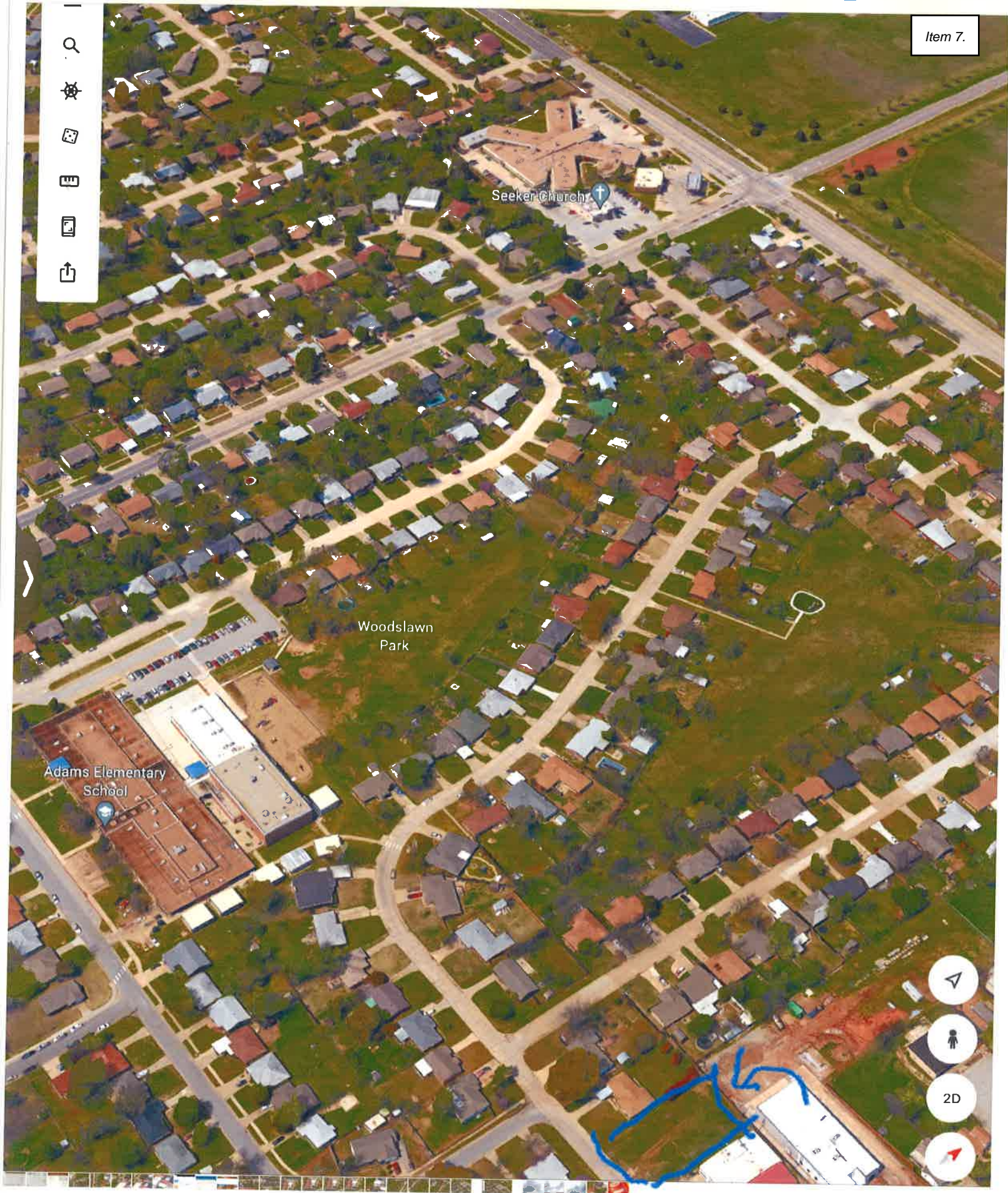
Clifton Stone

418 Keith Street

&

600 Denison Dr.

Item 7.



File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-38 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 SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1134 MCGEE DRIVE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Dr. Gary Emmert

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-38 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 SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1134 MCGEE DRIVE)

SYNOPSIS: The applicants, Gary D. and Jennifer B. Emmert and Joseph H. and Terri H. Carter, requests to rezone 1134 McGee Drive from RM-6, Medium Density Apartment District, to C-2, General Commercial District. A NORMAN 2025 Land Use Plan Amendment is part of this applicant's request. The proposed use for the site is a full service canine aesthetic care facility, offering dog grooming, boarding kennels, and a retail store. The site consists of a roughly 65'x200' parcel of 13,000 square feet, with a two-story structure of approximately 3,200 square feet and an accessory structure of approximately 300 square feet.

HISTORY: The property at 1134 McGee Drive was purchased by the applicants in September 2018. Prior to this, the property was owned by the Judy Ann Winn Revocable Living Trust. The primary structure on the property was constructed in 1970 and is approximately 3,200 square feet. The property was zoned RM-6, Medium Density Apartment District by Ordinance 2088.

ANALYSIS: As stated, the site is currently zoned RM-6, Medium Density Apartment District, and the applicant is proposing to rezone to C-2, General Commercial District, to allow for commercial uses. The general area is developed with commercial, public, and residential uses such as Bethel Baptist Church Norman, McGee Street Animal Hospital, Whittier Middle School, and Sooner Pharmacy.

The applicant's proposal is to develop a full service canine aesthetic care facility, offering dog grooming, boarding kennels, and a retail store. The applicant will be renovating the existing primary structure in addition to adding an extension used primarily for dog kennels. The smaller storage building to the rear of the lot is to be removed to allow for a proposed dog run and outdoor patio. The existing primary structure has been used for multifamily residential in the past. The applicant will be required to obtain a Kennel License from the City Clerk's office.

This site is located approximately one block south from W. Lindsey Street. There are existing public sidewalks throughout the area. This site, with commercial designation, would be compatible with surrounding nonresidential uses existing in the W. Lindsey Street corridor and on McGee Drive.

ALTERNATIVES/ISSUES:

IMPACTS: Directly north of this parcel is the Bethel Baptist Church Annex. In addition, the Winshire Square Apartments and Whittier Middle School are located north of the subject parcel and are zoned as residential. Directly south of the parcel is the McGee Street Animal hospital. KFC, Sooner Pharmacy, and other nonresidential uses exist to the south fronting W. Lindsey Street – all zoned for commercial uses. East of the subject parcel on the opposite side of McGee Drive, the area is zoned for residential and commercial uses. Single-family homes exist east of McGee Drive and directly across from the subject parcel in the Bethel Baptist Church. In addition, fronting W. Lindsey Street is Bethel Baptist Church Norman and Classic 50's Drive-In – all zoned for commercial uses.

Generally, the subject parcel is an extension of the W. Lindsey Street commercial corridor, with the majority of uses being zoned C-2, General Commercial District, to the south. The corridor has developed with off-street parking centered around accommodating vehicular access. Given that the City does not have minimum parking requirements and that the applicant is proposing to rezone to C-2, proposed renovations to the existing structure and other proposed improvements to the site will be possible.

ACCESS: As outlined above, the request is to adopt the C-2, General Commercial District, regulations to this property. Properties in the City do not have minimum parking requirements. Vehicular access to the site is proposed fronting McGee Drive, repurposing the existing driveway as a parking lot. Additional on-street parking is proposed in the alley south of the parcel for potential customers. An existing public sidewalk exists along McGee Drive for pedestrian access.

SITE PLAN: Building coverage is proposed to change for the site. The existing primary structure will remain, with interior and exterior remodeling and renovations. An additional extension to the existing structure is proposed along the north property line, used primarily for dog kennels. The existing storage building at the rear of the lot is proposed to be removed to allow for a covered play area, dog run, and covered outdoor patio. Minor adjustments to the paved area at the front of the lot are proposed to allow for a parking lot.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Existing sanitary sewer and water serve the site and a public alley south of the site is paved. There is an existing sidewalk adjacent to McGee Street. A short form plat is still required and a more accurate site plan will be needed.

CONCLUSION:

Staff forwards this request for rezoning from RM-6, Medium Density Apartment District, to C-2, General Commercial District, as Ordinance O-2122-38 to City Council for consideration.

The Planning Commission, at their March 10, 2022 meeting, recommended adoption of Ordinance O-2122-38 by a vote of 5-0.

O-2122-38

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 SOUTH HALF (S/2) OF THE NORTH HALF (N/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RM-6, MEDIUM DENSITY APARTMENT DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1134 McGee Drive)

- § 1. WHEREAS, Gregory D. and Jennifer B. Emmert and Joseph H. and Terri H. Carter have made application to have the property described below removed from the RM-6, Medium Density Apartment District, and to have the same placed in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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 RM-6, Medium Density Apartment District, and to place the same in the C-2, General Commercial District, to wit:

Ordinance No. O-2122-38

Page 2

Part of the South Half (S/2) of the North Half (N/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Nine (9) North, Range Three (3) West of the Indian Meridian, beginning at the Southeast Corner (SE/C), thence west 230', thence north 65', thence east 230', thence south 65' to the Point of Beginning.

Said tract of land containing 0.3432 acres, more or less.

- § 5. 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

NOT ADOPTED this _____ day of

_____, 2022.

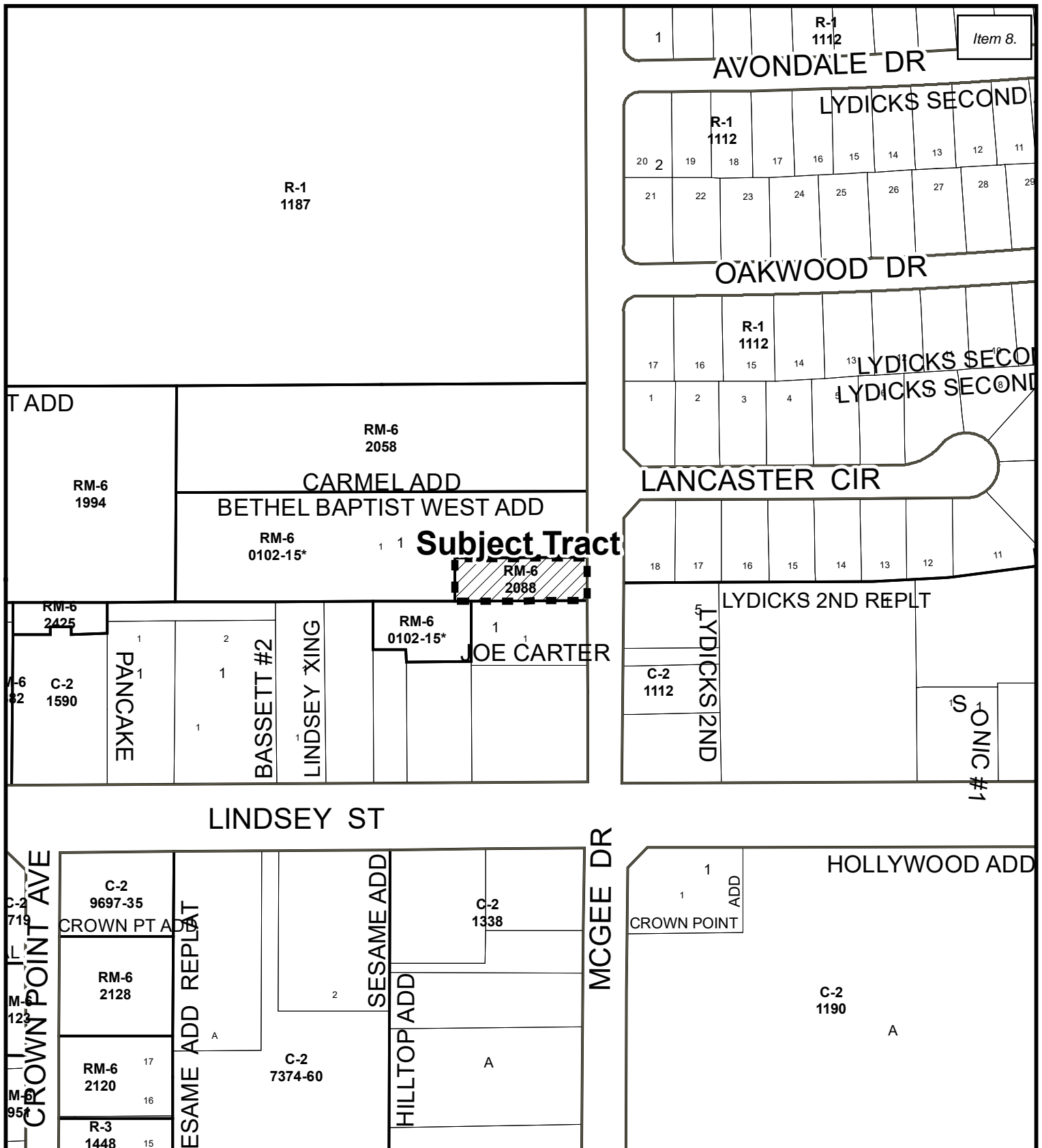
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

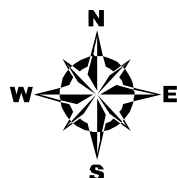
(City Clerk)



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.



February 9, 2022

0 100 200 Ft.



Subject Tract



Zoning

* MCGEE STREET CANINE SPA & BOARDING *
Larry Dean Pickering
PopModern Design Build

1140 MCGEE STREET
NORMAN, OKLAHOMA 73069

REVISIONS:

FEB 07, 2022

SHEET NO.

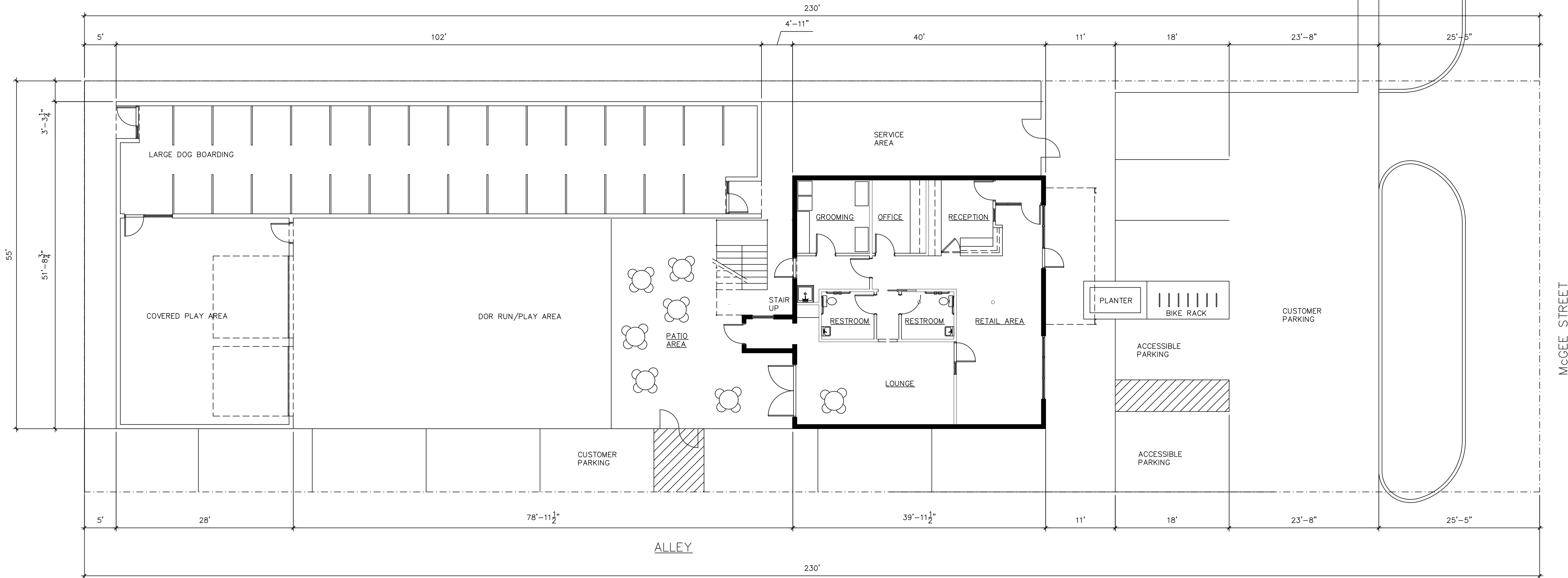
A1.01

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND ORDINANCES.
2. DRAWINGS ARE FOR DESIGN INTENT ONLY. FIELD VERIFY ALL EXISTING DIMENSIONS AND NOTIFY THE DESIGNER OF ANY CONFLICTS BETWEEN EXISTING AND DRAWN CONDITIONS.
3. PROVIDE SUBMITTALS, SAMPLES, SHOP DRAWINGS, MOCKUPS FOR DESIGNER APPROVAL FOR THE FOLLOWING (BUT NOT LIMITED TO): MILLWORK, FLOORING, TILE, TRIM, PAINT, FIXTURES, GLAZING, DOORS, HARDWARE, PLASTER/STUCCO, ETC.
4. FINISHES, FIXTURES, AND FURNITURE TO BE SELECTED

LEGAL DESCRIPTION:

36-9-3W 34324C PRT S/2 N/2 SE/4 SE/4 SW/4 BEG SE/C W230'
N65° E230° S65° P0B



1
A101

SITE PLAN - MCGEE STREET CANINE SPA

SCALE: 1" = 100'-0"

ORDINANCE NO. O-2122-38

ITEM NO. 9

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Dr. Gary Emmert
REQUESTED ACTION	Rezoning to C-2, General Commercial District
EXISTING ZONING	RM-6, Medium Density Apartment District
SURROUNDING ZONING	North: RM-6, Medium Density Apartment District East: R-1, Single-Family Dwelling District, and C-2, General Commercial District South: RM-6, Medium Density Apartment District and C-2, General Commercial District West: RM-6, Medium Density Apartment District
LOCATION	1134 McGee Drive
SIZE	13,000 square feet, more or less
PURPOSE	Allow for dog grooming, boarding, and retail store
EXISTING LAND USE	Multi-family residential
SURROUNDING LAND USE	North: Public/Semi-Public (Church) East: Single-Family Residential South: Commercial West: Public/Semi-Public (Church)
LAND USE PLAN DESIGNATION	High Density Residential

SYNOPSIS: The applicant, Dr. Gary Emmert, requests to rezone 1134 McGee Drive from RM-6, Medium Density Apartment District, to C-2, General Commercial District. A NORMAN 2025 Land Use Plan Amendment is part of this applicant's request. The proposed use for the site is a full service canine aesthetic care facility, offering dog grooming, boarding kennels, and a

retail store. The site consists of a roughly 65'x200' parcel of 13,000 square feet, with a two structure of approximately 3,200 square feet and an accessory structure of approximately 300 square feet.

HISTORY: The property at 1134 McGee Drive was purchased by Gregory D. Emmert in September 2018. Prior to this, the property was owned by the Judy Ann Winn Revocable Living Trust. The primary structure on the property was constructed in 1970 and is approximately 3,200 square feet. The property was zoned RM-6, Medium Density Apartment District by Ordinance No. 2088.

ANALYSIS: As stated, the site is currently zoned RM-6, Medium Density Apartment District, and the applicant is proposing to rezone to C-2, General Commercial District, to allow for commercial uses. The general area is developed with commercial, public, and residential uses such as Bethel Baptist Church Norman, McGee Street Animal Hospital, Whittier Middle School, and Sooner Pharmacy.

The applicant's proposal is to develop a full service canine aesthetic care facility, offering dog grooming, boarding kennels, and a retail store. The applicant will be renovating the existing primary structure in addition to adding an extension used primarily for dog kennels. The smaller storage building to the rear of the lot is to be removed to allow for a proposed dog run and outdoor patio. The existing primary structure has been used for multifamily residential in the past. The applicant will be required to obtain a Kennel License from the City Clerk's office.

This site is located approximately one block south from W. Lindsey Street. There are existing public sidewalks throughout the area. This site, with commercial designation, would be compatible with surrounding nonresidential uses existing in the W. Lindsey Street corridor and on McGee Drive.

ALTERNATIVES/ISSUES:

IMPACTS: Directly north of this parcel is the Bethel Baptist Church Annex. In addition, the Winshire Square Apartments and Whittier Middle School are located north of the subject parcel and are zoned as residential. Directly south of the parcel is the McGee Street Animal hospital. KFC, Sooner Pharmacy, and other nonresidential uses exist to the south fronting W. Lindsey Street – all zoned for commercial uses. East of the subject parcel on the opposite side of McGee Drive, the area is zoned for residential and commercial uses. Single-family homes exist east of McGee Drive and directly across from the subject parcel in the Bethel Baptist Church. In addition, fronting W. Lindsey Street is Bethel Baptist Church Norman and Classic 50's Drive-In – all zoned for commercial uses.

Generally, the subject parcel is an extension of the W. Lindsey Street commercial corridor, with the majority of uses being zoned C-2, General Commercial District, to the south. The corridor has developed with off-street parking centered around accommodating vehicular access. Given that the City does not have minimum parking requirements and that the applicant is proposing to rezone to C-2, proposed renovations to the existing structure and other proposed improvements to the site will be possible.

ACCESS: As outlined above, the request is to adopt the C-2, General Commercial District, regulations to this property. Properties in the City do not have minimum parking requirements. Vehicular access to the site is proposed fronting McGee Drive, repurposing the existing driveway as a parking lot. Additional on-street parking is proposed in the alley south of the

parcel for potential customers. An existing public sidewalk exists along McGee Drive for pedestrian access.

SITE PLAN: Building coverage is proposed to change for the site. The existing primary structure will remain, with interior and exterior remodeling and renovations. An additional extension to the existing structure is proposed along the north property line, used primarily for dog kennels. The existing storage building at the rear of the lot is proposed to be removed to allow for a covered play area, dog run, and covered outdoor patio. Minor adjustments to the paved area at the front of the lot are proposed to allow for a parking lot.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: Existing sanitary sewer and water serve the site and a public alley south of the site is paved. There is an existing sidewalk adjacent to McGee Street. A short form plat is still required and a more accurate site plan will be needed.

CONCLUSION: Staff forwards this request for rezoning from RM-6, Medium Density Apartment District, to C-2, General Commercial District, as Ordinance No. O-2122-38 for consideration by the Planning Commission and for recommendation to City Council.

GBC 22-05

APPLICANT	Dr. Greg Emmert
LOCATION	1134 McGee Drive
PROPOSAL	Rezoning; Amendment of the NORMAN 2025 Land Use & Transportation Plan from High Density Residential Designation to Commercial Designation
NORMAN 2025 LAND USE	Current: High Density Residential
LAND USE	Current: Multi-family residential Proposed: Commercial

Greenbelt Commission Final Comments - GBC 22-05

Greenbelt forwards this item with no additional comments.

Applicant: Dr. Greg Emmert

Project Location: 1134 McGee Drive

Case Number: PD22-03

Time: 6:00 p.m.

Applicant/Representative

Larry Pickering

Attendees

No neighbors attended

City Staff

Logan Hubble, Planner I

Application Summary

The applicant is requesting a rezoning from RM-6, Medium Density Apartment District, to C-2, General Commercial District, as well as a Norman 2025 Land Use and Transportation Plan amendment from High Density Residential designation to Commercial Designation.

Neighbor's Comments/Concerns/Responses

No neighbors attended the meeting.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MARCH 10, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 10th day of March, 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 6:34 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Kevan Parker
Steven McDaniel
Erica Bird
Shaun Axton

MEMBERS ABSENT

Dave Boeck
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Heather Poole, Asst. City Attorney
Jack Burdett, Subdivision Development
Coordinator
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Chris Mattingly, Director of Utilities
Nathan Madenwald, Utilities Engineer

* * *

Item No. 8, being:

R-2122-94 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION No. R-2122-95, DR. GARY EMMERT REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM HIGH DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 0.34 ACRES OF PROPERTY LOCATED AT 1134 MCGEE DRIVE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary
4. Greenbelt Commission Comments

and

Item No. 9, being:

O-2122-38 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE No. O-2122-38, DR. GARY EMMERT REQUESTS REZONING FROM RM-6, MEDIUM DENSITY APARTMENT DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, FOR 0.34 ACRES OF PROPERTY LOCATED AT 1134 MCGEE DRIVE.

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF:

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

PRESENTATION BY THE APPLICANT:

None

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Erin Williford moved to recommend adoption of Resolution No. R-2122-95 and Ordinance No. O-2122-38 to City Council. Steven McDaniel seconded the motion.

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

YEAS	Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Shaun Axton
NAYES	None
MEMBERS ABSENT	Dave Boeck, Michael Jablonski

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-95 and Ordinance No. O-2122-38 to City Council, passed by a vote of 5-0.

File Attachments for Item:

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-39 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 NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF EAST CEDAR LANE ROAD AND CLASSEN BOULEVARD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: JM Civil Engineering

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-39 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 NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF EAST CEDAR LANE ROAD AND CLASSEN BOULEVARD)

SYNOPSIS:

The applicant, JM Civil Engineering, requests to rezone the southwest corner of East Cedar Lane Road and Classen Boulevard from C-1, Local Commercial District, to C-2, General Commercial District, to allow for an automobile service station/oil change use (Take 5 Oil Change). The site consists of a roughly 1.75-acre parcel, with no structures on the site. The property is currently vacant.

HISTORY:

In 1961, the subject property was initially zoned A-2, Rural Agricultural District, and shortly thereafter, in 1967, was rezoned to I-1, Light Industrial District. In 1998, the property was zoned C-1, Local Commercial District, and has been zoned such since then. The property has historically been vacant and has yet to be platted.

ZONING ORDINANCE CITATION:**SEC 424.1 – C-2, GENERAL COMMERCIAL DISTRICT**

General Description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

EXISTING ZONING:

The property is currently zoned C-1, Local Commercial District. This district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. The C-1 District requires Special Use approval for an Automobile Service Station. Rezoning to C-2, General Commercial District, would allow for an Automobile Service Station by right.

ANALYSIS:

As stated, the site is currently zoned C-1, Local Commercial District, and the applicant is proposing to rezone to C-2, General Commercial District, to allow for an Automobile Service Station/oil change use (Take 5 Oil Change). The general area is developed with residential, commercial, and industrial uses with some vacant parcels. Notable developments in this area include Walmart, 77 Storage Place, Norman Automotive, The Links Apartments and Golf Course, The Ave at Norman Apartments, Cobblestone Senior Living, and single family developments to the west.

The applicant's proposal is to develop a Take 5 Oil Change. The applicant will be adding a parking lot, building, landscaping, and detention pond to the site. In addition, the applicant will provide a fence along the southern property line to screen from the adjacent single-family home to the south.

The site contains a continuous public sidewalk on E. Cedar Lane Road but not on Classen Boulevard. The applicant is required to continue the public sidewalk on Classen Boulevard. This site, with commercial designation, would be compatible with surrounding uses existing near the E. Cedar Lane and Classen Boulevard intersection and is consistent with recent development trends in the area.

ALTERNATIVES/ISSUES:

IMPACTS: The zoning directly north of the subject parcel is commercial and industrial, including vacant and commercial uses fronting Classen Boulevard. Adjacent to the subject parcel and directly south is a single-family home zoned A-2. In addition, 77 Storage Place and Norman Automotive are located south of the subject parcel and are zoned as industrial. Directly west of the parcel are single-family homes separated by a railroad track. Club Carwash and Walmart exist east of the site – all zoned for commercial uses. In addition, on the northeast corner of E.

Cedar Lane Road and Classen Boulevard are single-family homes and apartments that are zoned for residential uses.

The subject parcel is located on Classen Boulevard in an area zoned primarily C-1, C-2, or I-1, with a large amount of existing uses being nonresidential. The corridor has developed with off-street parking centered around accommodating vehicular access. Given that another automotive use is close to the subject parcel, the proposed use of the site would not differ from the existing character of the area.

ACCESS: As outlined above, the request is to adopt the C-2, General Commercial District, regulations to this property to allow for an automobile service station/oil change use. Properties in the City do not have minimum parking requirements. Two driveways are proposed on E. Cedar Lane Road for vehicular access. No driveways are proposed on Classen Boulevard given the potential driveway's proximity to the intersection. An existing public sidewalk exists along E. Cedar Lane Road for pedestrian access. The applicant intends to continue the public sidewalk along Classen Boulevard.

SITE PLAN: The subject parcel is currently vacant. A building will be constructed on the eastern portion of the lot close to the intersection. Off-street parking is proposed close to the southern lot line of the site. In addition, a detention pond will be located in the southwest corner of the parcel to allow for adequate drainage and to mitigate drainage issues for adjacent properties. Landscaping will be required along E. Cedar Lane Road and Classen Boulevard.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: There is an existing fire hydrant to serve the property. A public sanitary sewer main will be installed from the east side of Classen Boulevard to serve the property. Improvements will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Health standards. The agent for the applicant will need to obtain a permit from Department of Transportation for boring under Classen Boulevard.

There is an existing sidewalk adjacent to Cedar Lane Road. A sidewalk will be required to be constructed adjacent to Classen Boulevard. In addition, drainage and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. A privately maintained detention facility will be constructed for the conveyance of storm water.

CONCLUSION:

Staff forwards this request for rezoning from C-1, Local Commercial District to C-2, General Commercial District as Ordinance O-2122-39 to City Council for consideration.

At their March 10, 2022 meeting, Planning Commission identified potential issues with an existing utility line on the site. Staff determined this is an overhead electric service line for the neighbor to the south of the subject parcel and that no further action is needed. In addition, Planning Commission indicated the scale bar on the proposed site plan may be incorrect. Staff will coordinate with the applicant to ensure the scale bar is accurate on the site plan. Planning Commission, at their March 10, 2022 meeting, recommended adoption of Ordinance O-2122-39 by a vote of 5-0.

O-2122-39

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 NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-1, LOCAL COMMERCIAL DISTRICT AND PLACE THE SAME IN THE C-2, GENERAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Southwest corner of East Cedar Lane Road and Classen Boulevard)

- § 1. WHEREAS, JM Civil Engineering, an authorized representative of the property owner, has made application to have the property described below removed from the C-1, Local Commercial District, and to have the same placed in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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 C-1, Local Commercial District, and to place the same in the C-2, General Commercial District, to wit:

Ordinance No. O-2122-39

Page 2

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE S 89°55'08"W ON THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 2133.12 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 77; THENCE S 89°55'08" W ON THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 442.31 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN-SANTA FE RAILROAD; THENCE S 26°57'54" E ON SAID EAST RIGHT-OF-WAY FOR A DISTANCE OF 35.54 FEET; THENCE SOUTHEASTERLY ON SAID EAST RIGHT-OF-WAY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 5779.65 FEET, A CHORD BEARING OF S 25°49'08" E FOR A CURVE DISTANCE OF 231.26 FEET; THENCE N 76°57'00" E FOR A DISTANCE OF 410.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 77; THENCE N 26°48'00" W ON SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 165.47 FEET TO THE POINT OF BEGINNING.

Containing 1.38 acres, more or less.

§ 5. 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.

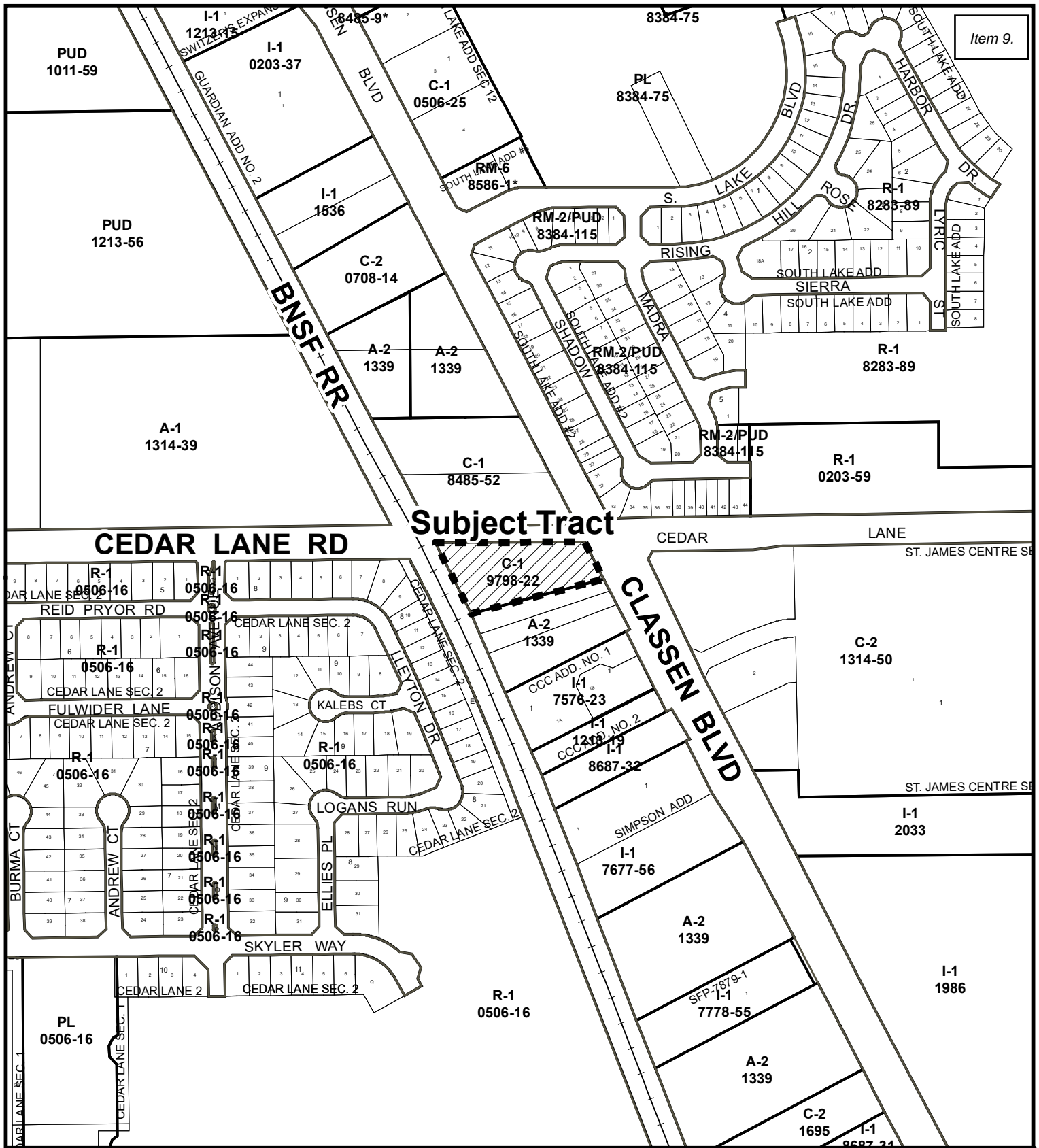
NOT ADOPTED this _____ day of
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

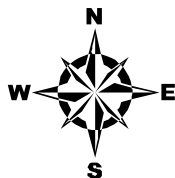
(City Clerk)



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.



February 9, 2022

0 200 400 Ft.



Subject Tract



Zoning

ORDINANCE NO. O-2122-39

ITEM NO. 10

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	JM Civil Engineering
REQUESTED ACTION	Rezoning to C-2, General Commercial District
EXISTING ZONING	C-1, Local Commercial District
SURROUNDING ZONING	North: C-1, Local Commercial District East: C-2, General Commercial District South: A-2, Rural Agricultural District West: R-1, Single-Family Dwelling District
LOCATION	Southwest corner of East Cedar Lane Road and Classen Boulevard
SIZE	1.75 acres
PURPOSE	Allow for automobile service station/oil change (Take 5 Oil Change)
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Commercial/Residential East: Vacant South: Single-family Residential West: Railroad/Single-family Residential
LAND USE PLAN DESIGNATION	Commercial

SYNOPSIS: The applicant, JM Civil Engineering, requests to rezone the southwest corner of East Cedar Lane Road and Classen Boulevard from C-1, Local Commercial District, to C-2, General Commercial District, to allow for an automobile service station/oil change use (Take 5 Oil Change). The site consists of a roughly 1.75-acre parcel, with no structures on the site. The property is currently vacant.

HISTORY: In 1961, the subject property was initially zoned A-2, Rural Agricultural District and shortly thereafter, in 1967, was rezoned to I-1, Light Industrial District. In 1998, the property was zoned C-1, Local Commercial District, and has been zoned such since then. The property has historically been vacant and has yet to be platted.

ZONING ORDINANCE CITATION: SEC 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

General Description. This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

EXISTING ZONING: The property is currently zoned C-1, Local Commercial District. This district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and for the convenience of the people of adjacent residential areas. The C-1 District requires Special Use approval for an Automobile Service Station. Rezoning to C-2, General Commercial District, would allow for an Automobile Service Station by right.

ANALYSIS: As stated, the site is currently zoned C-1, Local Commercial District, and the applicant is proposing to rezone to C-2, General Commercial District, to allow for an Automobile Service Station/oil change use (Take 5 Oil Change). The general area is developed with residential, commercial, and industrial uses with some vacant parcels. Notable developments in this area include Walmart, 77 Storage Place, Norman Automotive, The Links Apartments and Golf Course, The Ave at Norman Apartments, Cobblestone Senior Living, and single family developments to the west.

The applicant's proposal is to develop a Take 5 Oil Change. The applicant will be adding a parking lot, building, landscaping, and detention pond to the site. In addition, the applicant will provide a fence along the southern property line to screen from the adjacent single-family home to the south.

The site contains a continuous public sidewalk on E. Cedar Lane Road but not on Classen Boulevard. The applicant is required to continue the public sidewalk on Classen Boulevard. This site, with commercial designation, would be compatible with surrounding uses existing near the E. Cedar Lane and Classen Boulevard intersection and is consistent with recent development trends in the area.

ALTERNATIVES/ISSUES:

IMPACTS: The zoning directly north of the subject parcel is commercial and industrial, including vacant and commercial uses fronting Classen Boulevard. Adjacent to the subject parcel and directly south is a single-family home zoned A-2. In addition, 77 Storage Place and Norman Automotive are located south of the subject parcel and are zoned as industrial. Directly west of the parcel are single-family homes separated by a railroad track. Club Carwash and Walmart exist east of the site – all zoned for commercial uses. In addition, on the northeast corner of E. Cedar Lane Road and Classen Boulevard are single-family homes and apartments that are zoned for residential uses.

The subject parcel is located on Classen Boulevard in an area zoned primarily C-1, C-2, or I-1, with a large amount of existing uses being nonresidential. The corridor has developed with off-street parking centered around accommodating vehicular access. Given that another

automotive use is close to the subject parcel, the proposed use of the site would not from the existing character of the area.

ACCESS: As outlined above, the request is to adopt the C-2, General Commercial District, regulations to this property to allow for an automobile service station/oil change use. Properties in the City do not have minimum parking requirements. Two driveways are proposed on E. Cedar Lane Road for vehicular access. No driveways are proposed on Classen Boulevard given the potential driveway's proximity to the intersection. An existing public sidewalk exists along E. Cedar Lane Road for pedestrian access. The applicant intends to continue the public sidewalk along Classen Boulevard.

SITE PLAN: The subject parcel is currently vacant. A building will be constructed on the eastern portion of the lot close to the intersection. Off-street parking is proposed close to the southern lot line of the site. In addition, a detention pond will be located in the southwest corner of the parcel to allow for adequate drainage and to mitigate drainage issues for adjacent properties. Landscaping will be required along E. Cedar Lane Road and Classen Boulevard.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: There is an existing fire hydrant to serve the property. A public sanitary sewer main will be installed from the east side of Classen Boulevard to serve the property. Improvements will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Health standards. The agent for the applicant will need to obtain a permit from Department of Transportation for boring under Classen Boulevard.

There is an existing sidewalk adjacent to Cedar Lane Road. A sidewalk will be required to be constructed adjacent to Classen Boulevard. In addition, drainage and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. A privately maintained detention facility will be constructed for the conveyance of storm water.

CONCLUSION: Staff forwards this request for rezoning from C-1, Local Commercial District to C-2, General Commercial District as Ordinance No. O-2122-39 for consideration by the Planning Commission and for recommendation to City Council.

SITE DEVELOPMENT PLAN
TAKE 5 NORMAN

CAUTION NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 7 DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES HORIZONTALLY AND VERTICALLY WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

FLOODNOTE
SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS "ZONE X" (AREA OF MINIMAL FLOOD HAZARD) WHEN SCALED FROM FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 40027C0295 J, DATED FEBRUARY 20, 2013. (TABLE A, ITEM 3)

BENCHMARKS
TBM #1: AN "X" CUT SET ON CONCRETE SIDEWALK ALONG THE SOUTH SIDE OF PAVING FOR E. CEDAR LANE ROAD WITHIN SUBJECT PROPERTY, ALLOCATED APPROXIMATELY 12 FEET WEST AND 7 FEET NORTH OF A STORM SEWER MANHOLE. ELEVATION = 1175.48'
TBM #2: AN "X" CUT SET ON TOP OF A CONCRETE DRAINAGE FLUME ALONG THE WEST SIDE OF PAVING FOR CLASSEN BOULEVARD IN FRONT OF THE SUBJECT PROPERTY, LOCATED APPROXIMATELY 12 FEET EAST AND 9 FEET NORTH OF A POWER POLE NEAR THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY. ELEVATION = 1174.67'

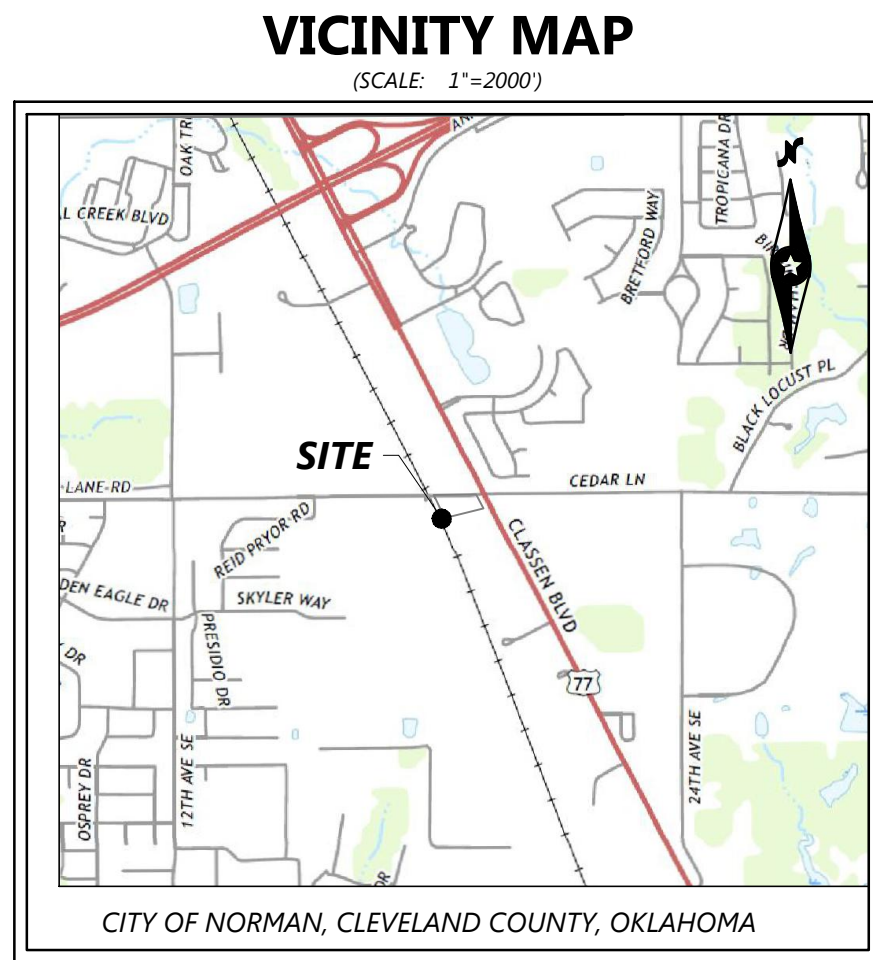
ELEVATIONS SHOWN HEREON ARE REFERENCED TO CITY OF NORMAN MONUMENT #400, BEING A 3 & 1/2 BRONZE DISC SET IN CONCRETE WITH AN ELEVATION OF 1175.56 FEET.

PROPOSED LEGEND:

- PROPOSED CURB & GUTTER
- LIMITS OF FULL DEPTH SAWCUT
- WOOD FENCE
- PARKING SPACES
- STOP BAR STRIPING
- ACCESSIBLE SPACES
- ADA RAMP

EXISTING LEGEND:

- PROPERTY LINE
- EXISTING CURB & GUTTER
- EASEMENT LINE
- MAJOR CONTOUR
- WATER LINE
- SANITARY SEWER LINE
- STORM LINE
- GAS LINE
- FORCE MAIN
- SET MONUMENT
- FOUND MONUMENT
- SANITARY SEWER MANHOLE
- WATER STRUCTURE
- FIRE HYDRANT
- STORM SEWER MANHOLE
- SIGN
- POWER POLE

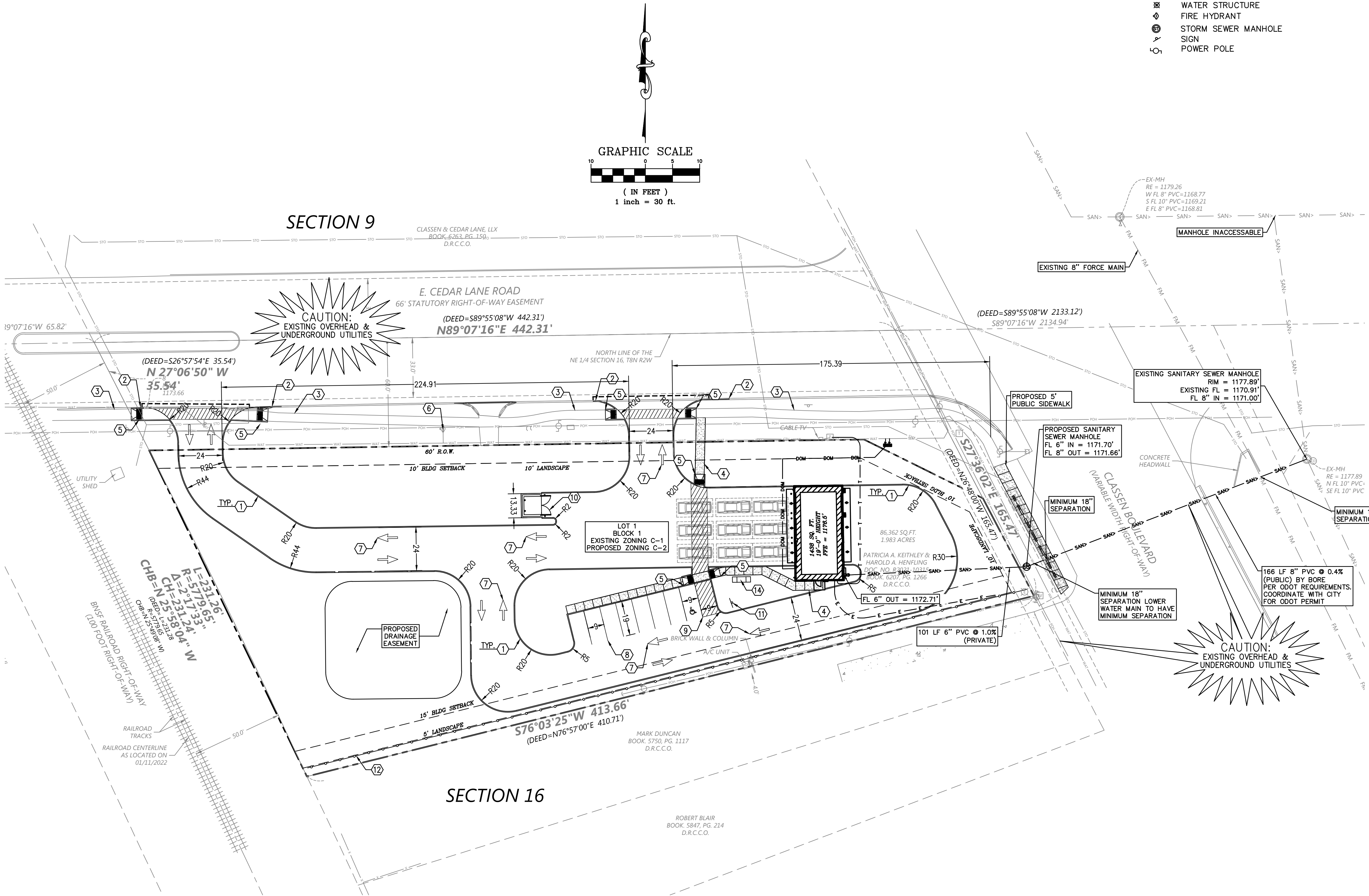


JM CIVIL
1101 Central Expressway South
Suite 215
Allen, TX 75013
Ph. 214-491-1830
John Measels, PE
CIVIL ENGINEER

SITE DATA TABLE		
LOCATION:	3600 CLASSEN BOULEVARD NORMAN, OKLAHOMA 73071	
LOT AREA:	1.38 AC. (59,919 S.F.)	
EXISTING ZONING:	C-1	
CURRENT USE:	UNDEVELOPED	
PROPOSED USE:	OIL CHANGE FACILITY	
BUILDING DATA:		
BUILDING AREA	1,438 S.F.	
BUILDING HEIGHT	19'-0" (1 STORY)	
BUILDING COVERAGE	2.40%	
F.A.R.	0.024:1	
PARKING SUMMARY:	REQUIRED	PROVIDED
2 PER SERVICE BAY		
1 EACH SERVICE VEHICLE		
1 EACH 2 EMPLOYEES		
PARKING SPACES (9'x18')	7	7
ACCESSIBLE SPACES	1	1
TOTAL SPACES	8	8
LANDSCAPE:		
PERVIOUS:	28,995 S.F.	
IMPERVIOUS:	30,924 S.F.	

SITE KEY NOTES:

- CONCRETE CURB AND GUTTER. (PER LOCAL CODES)
- TAPER CURB TO MATCH EXISTING.
- EXISTING PAVEMENT TO REMAIN.
- CONCRETE SIDEWALK, 2% MAX. CROSS SLOPE AND 5% MAX. STRAIGHT SLOPE (PER LOCAL CODES).
- SIDEWALK RAMP @ 8.33% MAX. (PER LOCAL CODES)
- EXISTING FIRE HYDRANT.
- DIRECTIONAL TRAFFIC ARROW. (PER LOCAL CODES)
- PARKING STALL STRIPING. (PER LOCAL CODES)
- PEDESTRIAN/ACCESSIBLE CROSSWALK STRIPING.
- DUMPSTER ENCLOSURE. (PER ARCH. PLANS)
- "DO NOT ENTER" SIGN.
- PROPOSED 6" WOOD FENCE
- PROPOSED 5' SIDEWALK PER CITY
- PROPOSED BIKE RACK



TAKE FIVE OIL
3600 Classen Boulevard
Norman, Oklahoma 73071

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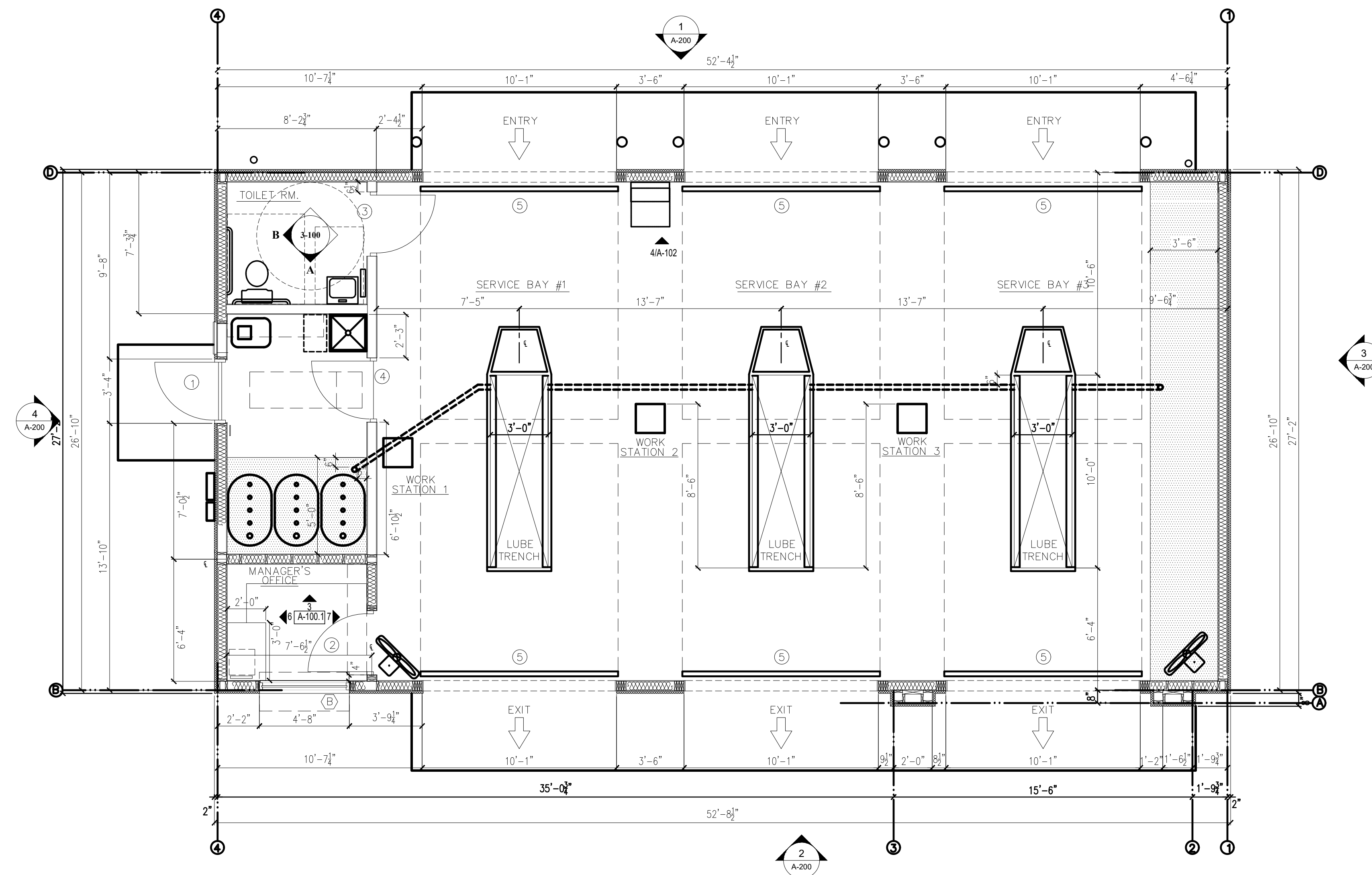


GBC 22-06

APPLICANT	JM Civil Engineering
LOCATION	SW Corner of E. Cedar Lane Rd. and Classen Blvd.
PROPOSAL	Take 5 Oil Change Preliminary Plat; Plat and rezone approximately 1.38 acres from C-1, Local Commercial District, to C-2, General Commercial District, to allow for an automobile service station/oil change
NORMAN 2025 LAND USE	Current: Commercial
LAND USE	Current: Vacant Proposed: Commercial

Greenbelt Commission Final Comments - GBC 22-06

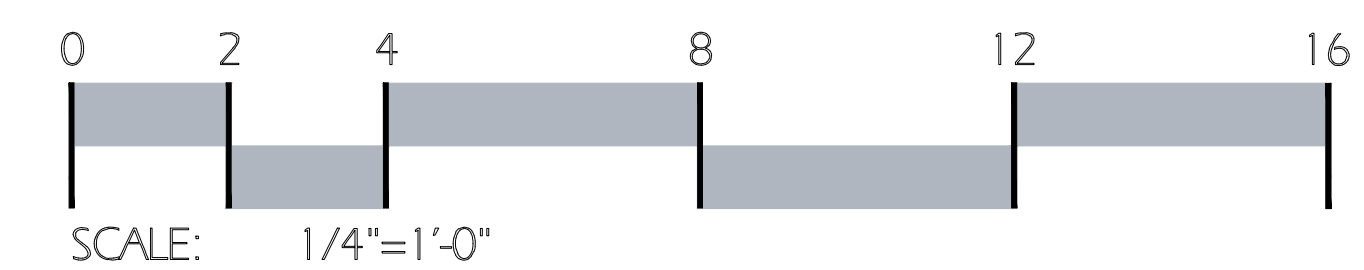
Greenbelt forwards this item with no additional comments.

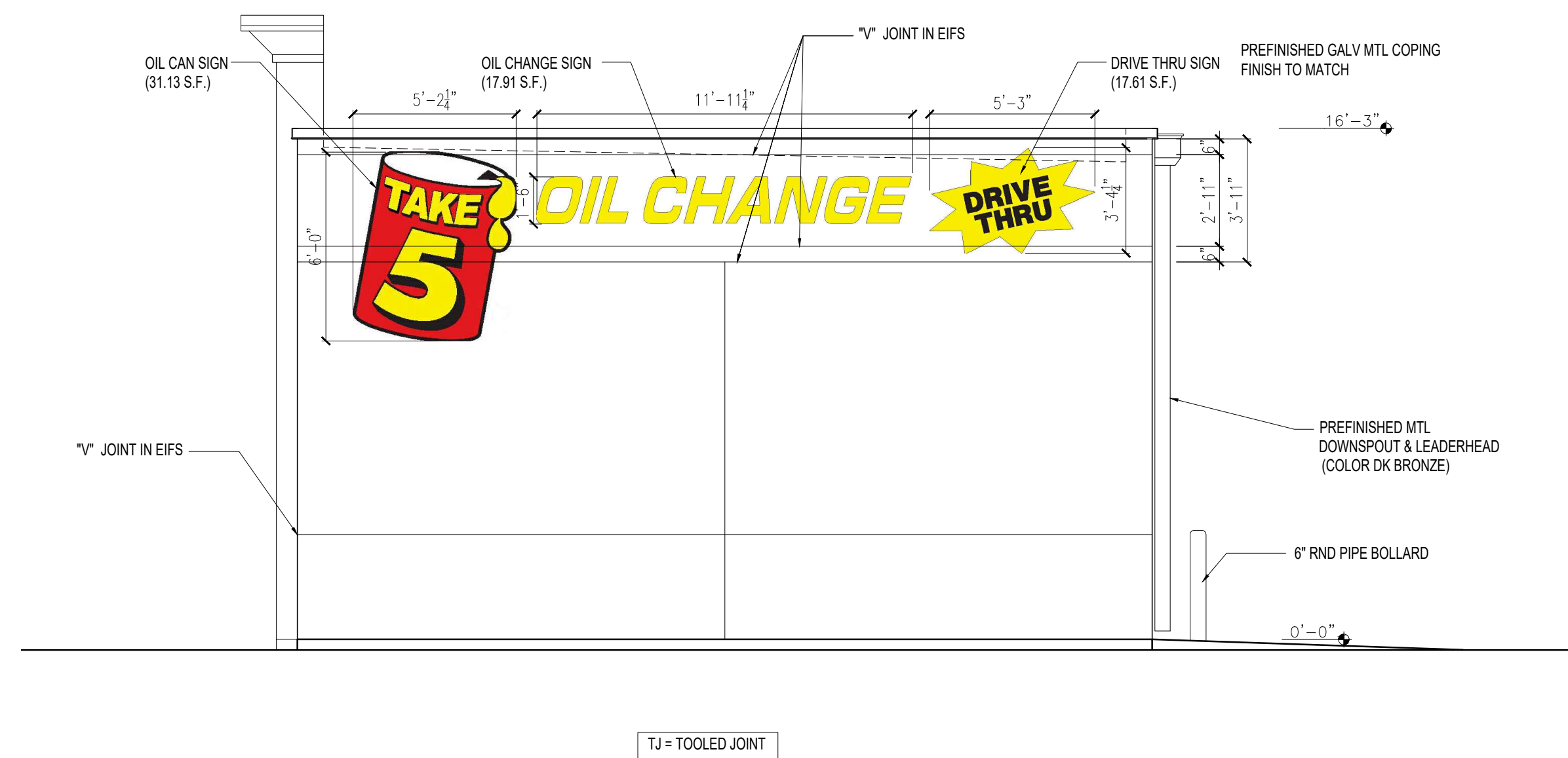
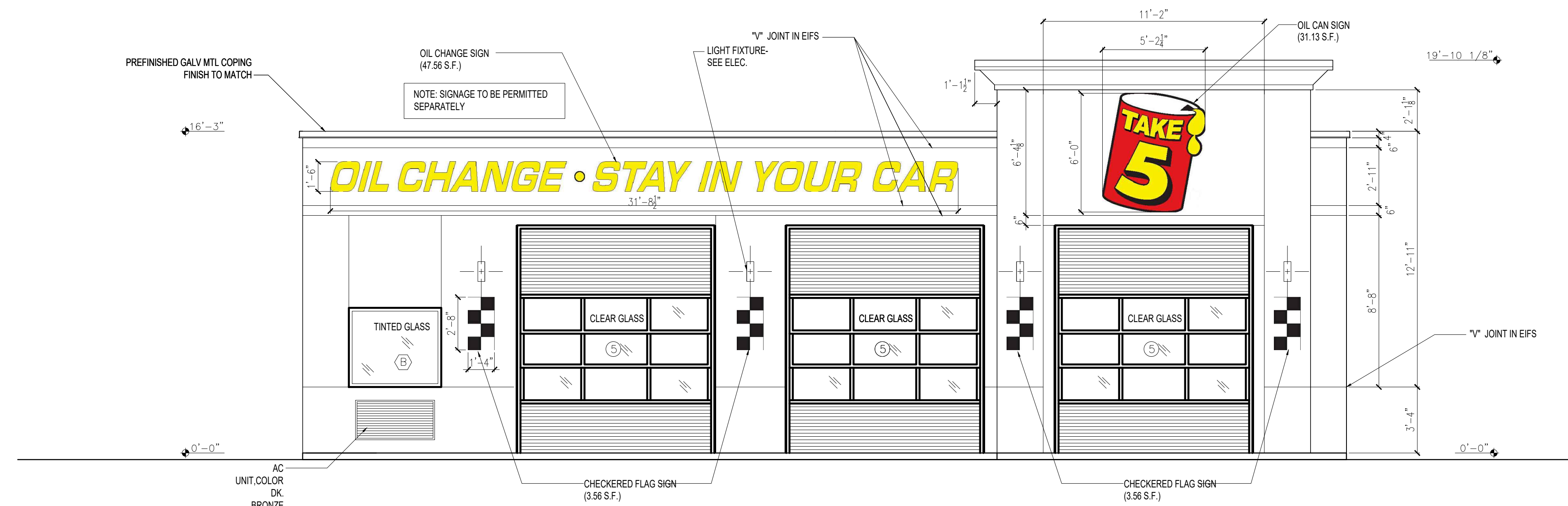
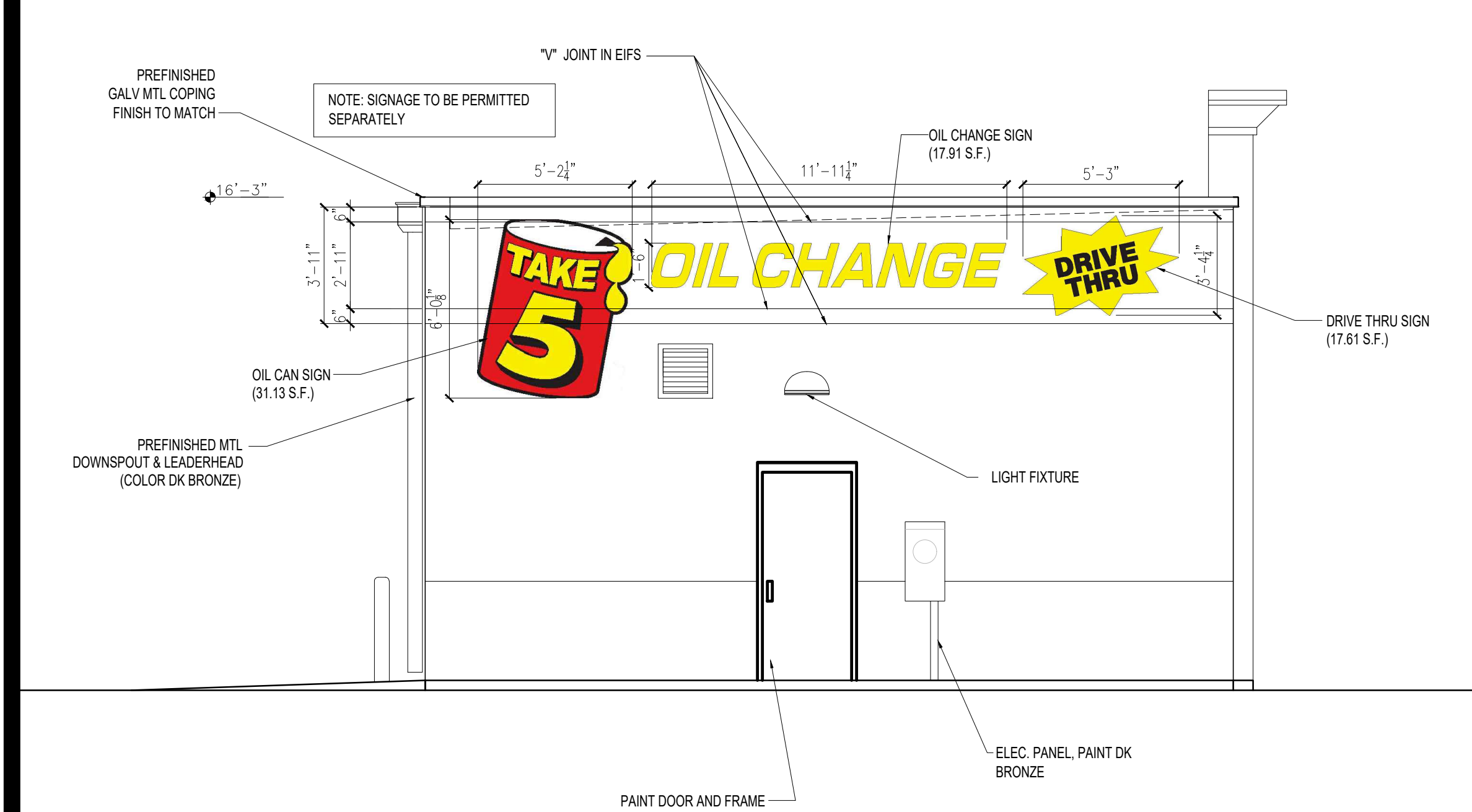


FLOOR PLAN EXHIBIT
DATE : 1-27-22
SCALE : 1/4" = 1'-0"

TAKE 5 OIL CHANGE

3600 CLASSEN BLVD.
NORMAN, OK.





EXTERIOR ELEVATIONS EXHIBIT

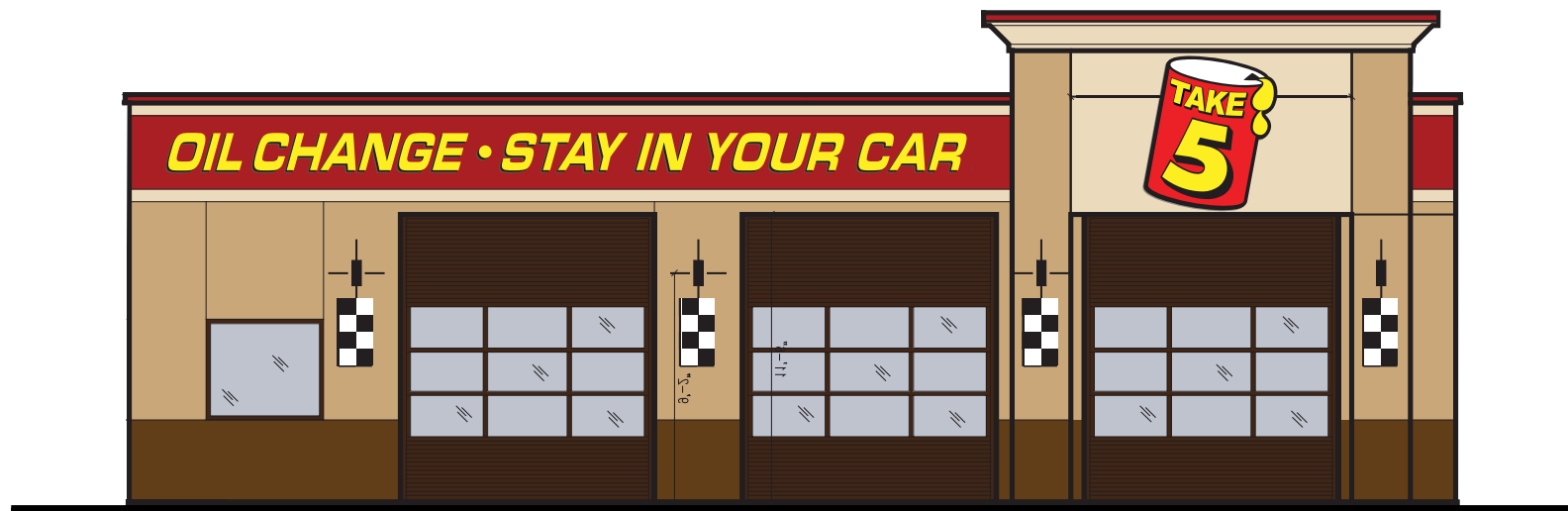
DATE : 1-27-22

SCALE : 1/4" = 1'-0"

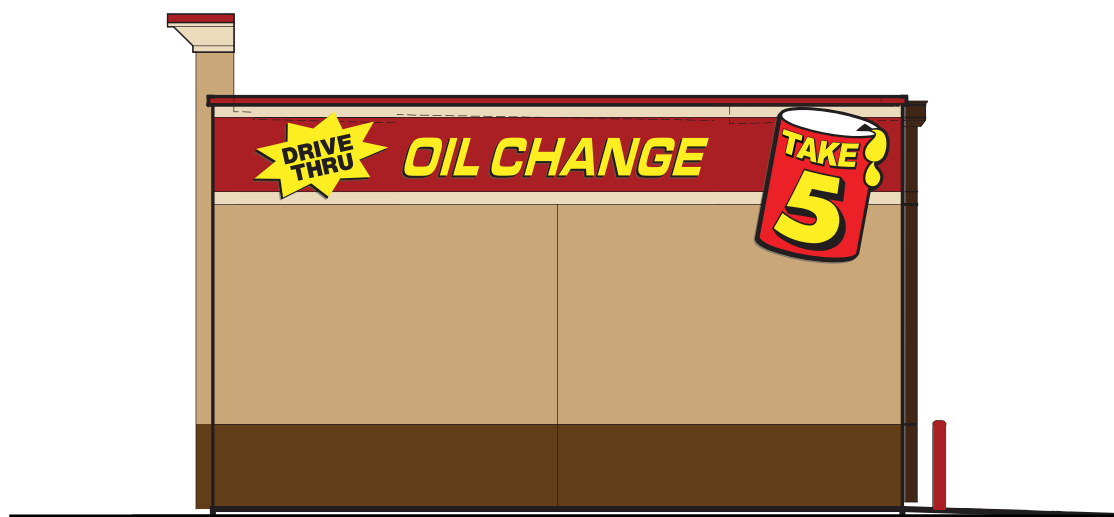
TAKE 5 OIL CHANGE
3600 CLASSEN BLVD.
NORMAN, OK.



4 SOUTH ELEVATION



2 EAST ELEVATION



3 NORTH ELEVATION



1 WEST ELEVATION

Disclaimer : Please note this illustration is only a representation. Due to variations in computer software and printers , these illustrations cannot be considered an exact color nor material match.

SW 7693
Stonebriar
EIFS or Stucco Finish ,
color match Sherwin Williams
SW 7693 STONEBRIAR

SW 6097
Sturdy Brown
EIFS or Stucco Finish ,
color match Sherwin Williams
SW 6097 STURDY BROWN

SW 6871
Positive Red
Coping ,
color match Sherwin Williams
SW 6871 POSITIVE RED

SW 6097
Sturdy Brown
Man & Overhead doors ,
color match Sherwin Williams
SW 6097 STURDY BROWN

SW 7678
Cottage Cream
EIFS or Stucco Finish ,
color match Sherwin Williams
SW 7678 COTTAGE CREAM

SW 6871
Positive Red
EIFS or Stucco Finish ,
color match Sherwin Williams
SW 6871 POSITIVE RED

SW 6871
Positive Red
Bollards ,
color match Sherwin Williams
SW 6871 POSITIVE RED

Downspouts & Scuppers ,
Mfr'f Pre- Finished
DARK BRONZE

COLOR ELEVATIONS EXHIBIT
DATE : 1-27-22
SCALE : NTS

TAKE 5 OIL CHANGE
3600 CLASSEN BLVD.
NORMAN, OK.

Applicant: JM Civil Engineering

Project Location: Southwest corner of E Cedar Lane Road and Classen Boulevard

Case Number: PD22-04

Time: 6:00 p.m.

Applicant/Representative

Kyle Flaming

Attendees

Patricia Keithley

Adam Balkema

Mark Cox

Brandon Fisher

City Staff

Beth Muckala, City Attorney

Lora Hoggatt, Planning Services Manager

Colton Wayman, Planner I

Application Summary

The applicant, JM Civil Engineering, requests to plat and rezone the southwest corner of East Cedar Lane Road and Classen Boulevard from C-1, Local Commercial District to C-2, General Commercial District to allow for an automobile service station/oil change use (Take 5 Oil Change).

Neighbor's Comments/Concerns/Responses

Neighbors were interested in reviewing the site plan with the applicant in addition to understanding when it was anticipated to be built. The applicant was unsure when the development is anticipated to break ground but hope to get started within a few months after Council approval. Neighbors were interested in understanding next steps for the development. Staff responded that they will have an opportunity for public comment at the March 10, 2022 Planning Commission meeting. Neighbors were in support of the site plan that was presented by the applicant. Neighbors asked if the site plan and detention plan have been approved by Engineering. Staff explained the Development Review Team process and that Engineering has approved the proposed plans. Neighbors also asked if there would be a drive off Classen Blvd. The applicant explained ODOT will not allow a drive off Classen Blvd at this location.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

MARCH 10, 2022

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 10th day of March, 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 6:34 p.m.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

Erin Williford
Kevan Parker
Steven McDaniel
Erica Bird
Shaun Axton

MEMBERS ABSENT

Dave Boeck
Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Heather Poole, Asst. City Attorney
Jack Burdett, Subdivision Development
Coordinator
Todd McLellan, Development Engineer
Jami Short, Traffic Engineer
Chris Mattingly, Director of Utilities
Nathan Madenwald, Utilities Engineer

* * *

Item No. 10, being:

O-2122-39 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE No. O-2122-39, JM CIVIL ENGINEERING REQUESTS REZONING FROM C-1, LOCAL COMMERCIAL DISTRICT, TO C-2, GENERAL COMMERCIAL DISTRICT, FOR 1.38 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EAST CEDAR LANE ROAD AND CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Site Development Plan
4. Floor Plan Exhibit
5. Exterior Elevations Exhibit
6. Color Elevations Exhibit
7. Pre-Development Summary
8. Greenbelt Commission Comments

and

Item No. 11, being:

PP-2122-10 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-10, FOR CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY JM CIVIL ENGINEERING FOR TAKE 5 FOR 1.38 ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EAST CEDAR LANE ROAD AND CLASSEN BOULEVARD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Development Plan
6. Pre-Development Summary
7. Greenbelt Commission Comments

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes.
2. Mr. Axton asked about the need for a utility easement on the south side of the site plan. Mr. McLellan responded.

PRESENTATION BY THE APPLICANT:

1. Chris Strickland, JM Civil, the applicant – was available to answer questions. He did not know the answer to the utility easement question.
2. Ms. Bird asked about zoning setbacks to allow for utilities. Ms. Hudson responded.
3. Mr. Axton commented that the scale on the site plan is wrong.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Erin Williford moved to recommend adoption of Ordinance No. O-2122-39 and PP-2122-10, the Preliminary Plat for TAKE 5, with a revised site plan with the proper scale and a clarification on the necessity of a utility easement, 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	Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Shaun Axton
NAYES	None
MEMBERS ABSENT	Dave Boeck, Michael Jablonski

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-36 and PP-2122-10 to City Council, passed by a vote of 5-0.

* * *

File Attachments for Item:

10. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,000 FROM THE OKLAHOMA POSTAL EMPLOYEE BENEVOLENT SOCIETY TO BE USED FOR THE K-9 UNIT AT THE NORMAN POLICE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Stacey Clement, Community & Staff Service, Police Department

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$2,000 FROM THE OKLAHOMA POSTAL EMPLOYEE BENEVOLENT SOCIETY TO BE USED FOR THE K-9 UNIT AT THE NORMAN POLICE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Linda Melton presented the Norman Police Department with a donation in the amount of \$2,000 on behalf of the Oklahoma Postal Employee Benevolent Society. In accordance with City Code Section 8-111, any donation valued above \$250 shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such moneys.

DISCUSSION:

This is a private, unsolicited donation from the Oklahoma Postal Employee Benevolent Society to be used for the equipment needs and care of animals in the Norman Police K9 unit. It was provided with no other stipulations.

RECOMMENDATION:

It is recommended that the \$2000 donation be accepted and deposited into the Police Donations account (106-363376) and appropriated into the Patrol Minor Equipment & Tools-Other account (10660322-43699).

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-52: A TEMPORARY CONSTRUCTION EASEMENT FROM BEATRICE YORKTOWN HOLDINGS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$1,000 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-52: A TEMPORARY CONSTRUCTION EASEMENT FROM BEATRICE YORKTOWN HOLDINGS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$1,000 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500 for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102, with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

On March 8, 2022 City Council accepted easements for parcels 6, 9, 14, and 15, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$45,425.

On March 22, 2022 City Council accepted easements for parcels 1, 2, 3, 5, 10, 11 and 16, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$110,145.

DISCUSSION:

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions

and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

Previously, the owners of eleven (11) parcels, consisting of twenty (20) separate easements, have agreed to offers made from the City, totaling \$155,570. The secured easements were for parcels 1, 2, 3, 5, 6, 9, 10, 11, 14, 15, and 16.

This item is for the acceptance of an additional three (3) parcels consisting of three (3) easements, totaling \$7,700. The secured easements are for parcels 7, 19, and 21. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418).

RECOMMENDATION:

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That **Beatrice Yorktown Holdings, LLC, a Texas limited liability company**, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

Please see attached legal description/exhibit for Parcel 19

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this 14th day of March, 2022

OWNER:

John K. F. [Signature]

Managing Member

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Texas, COUNTY OF Dallas, SS:

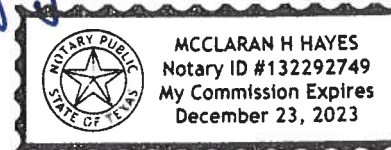
Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of March, 2022 personally appeared John Turbyfill to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that N/A executed the same as N/A free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 12/23/23 Notary Public: [Signature]

Approved as to form and legality this 14 day of March, 2022

City Attorney



Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20__.

Mayor

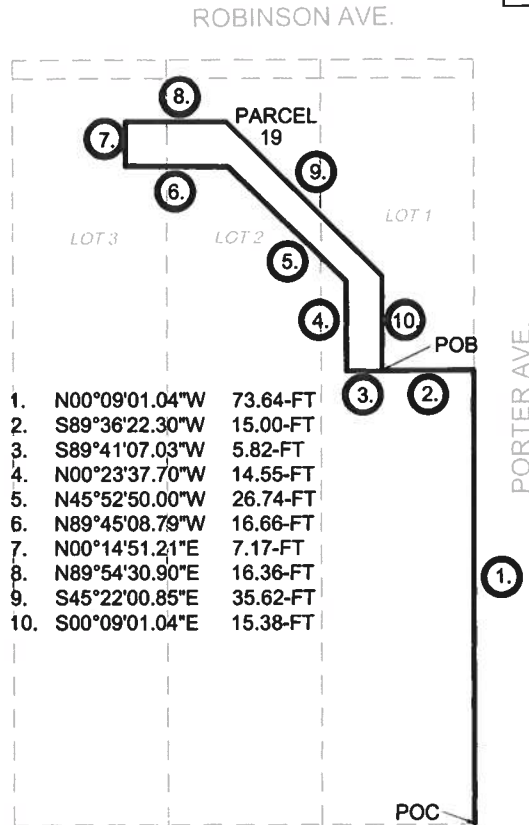
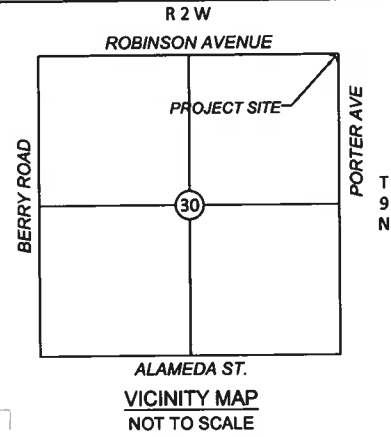
ATTEST:

City Clerk
SEAL:

PARCEL 19

TEMPORARY EASEMENT

OWNER: Beatrice Yorktown Holdings, LLC,
a Texas limited liability company
CITY OF NORMAN PROJECT:
PORTER AVE. STREETSCAPE



1.	N00°09'01.04"W	73.64-FT
2.	S89°36'22.30"W	15.00-FT
3.	S89°41'07.03"W	5.82-FT
4.	N00°23'37.70"W	14.55-FT
5.	N45°52'50.00"W	26.74-FT
6.	N89°45'08.79"W	16.66-FT
7.	N00°14'51.21"E	7.17-FT
8.	N89°54'30.90"E	16.36-FT
9.	S45°22'00.85"E	35.62-FT
10.	S00°09'01.04"E	15.38-FT

LEGAL DESCRIPTION:

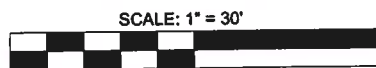
Parcel 19

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:


A temporary construction easement that begins at the Southeast corner of LOT 1, BLOCK 5 Highland Addition then extends N00°09'01.04"W and parallel to the existing public Right of Way on the west side of Porter Ave for a distance of 73.64-ft, Thence S89°36'22.30"W for a distance of 15.00-ft, to the Point Of Beginning (P.O.B.). From the POB, the easement extends;

S89°41'07.03"W for a distance of 5.82-ft, THENCE,
N00°23'37.70"W for a distance of 14.55-ft, THENCE,
N45°52'50.00"W for a distance of 26.74-ft, THENCE,
N89°45'08.79"W for a distance of 16.66-ft, THENCE,
N00°14'51.21"E for a distance of 7.17-ft, THENCE,
N89°54'30.90"E for a distance of 16.36-ft, THENCE,
S45°22'00.85"E for a distance of 35.62-ft, THENCE,
S00°09'01.04"E for a distance of 15.38-ft to the POB.

Said tract containing 358.34 square feet or 0.008 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

	PORTER AVE. STREETSCAPE		
	PROJECT NAME		
	TEMPORARY PARCEL 19		
	SHEET TITLE		
CA #4193 EXPIRES JUNE 30, 2022	03/07/2022 DATE	21T28374 JOB NO.	28 SHEET

Easement Table

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
7	E-2122-54	The Meredith & Jeff Rowland Living Trust dated March 14, 2019	Temporary Construction Easement	\$6,200.00	0.068 acres-appraised value
19	E-2122-52	Beatrice Yorktown Holdings, LLC, a Texas limited liability company	Temporary Construction Easement	\$1,000.00	0.008 acres-appraised value w/Damages
21	E-2122-53	Boomer's Express Corp	Temporary Construction Easement	\$500.00	0.001 acres-appraised value

Porter Ave from Alameda to Gray St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
16		201	111+32	111+82	S.W. Armstrong, Jr.
12	1295		101+02	102+02	Goodman Investments, LLC
12.1	337		112+02	113+42	Liberty National Bank & Trust CO.
11	43		116+96	117+22	Goodmain, Inc.
Porter Ave from Alameda to Gray St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
1	287		100+07	100+42	Bradley K. Goodman
1.1		485	100+07	100+42	Bradley K. Goodman
2	871		100+62	102+02	B/P, LLC
2.1		10	100+62	100+66	B/P, LLC
3	392		102+82	104+22	Goodman Investments, LLC
3.1		913	102+82	104+22	Goodman Investments, LLC
4	330		104+42	105+82	Hollingsworth, Phil & Christie Ann-Rev. TRT-CO Trees 1/5
5	211		106+62	108+03	Goodman Investments, LLC
5.1		2602	106+62	108+03	Goodman Investments, LLC
6A	342		108+22	108+56	Plaza Inn, Inc.
6B	75		109+54	109+62	Plaza Inn, Inc.
6.1		2751	108+22	109+62	Plaza Inn, Inc.
7		2961	112+02	113+43	Rowland, Meredith & Jeff- Liv Trt
8		2889	112+02	113+43	D & J Land, LLC
9		58	114+22	115+62	Goodmain, Inc.
10	1296		116+63	117+22	North Porter Center, LLC
10.1		147	116+63	117+22	North Porter Center, LLC
Porter Ave from Hughbert to Robinson St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
21		34	136+88	136+92	Boomer's Express Corp.
14	65		143+93	144+02	Vaughn, Jessie M - 2003 Rev Liv Trust - Trustee
15	812		144+58	145+88	Physicians & Surgeons Medical, LLC
17	546		147+92	149+22	Physicians & Surgeons Medical, LLC
18	184		149+69	150+68	Rieger, LLC
18.1		22	150+61	150+68	Rieger, LLC
19		359	155+31	155+71	Mark Stanley A- Rev Trt
Porter Ave from Hughbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Uttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-53: A TEMPORARY CONSTRUCTION EASEMENT FROM BOOMER'S EXPRESS CORPORATION IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-53: A TEMPORARY CONSTRUCTION EASEMENT FROM BOOMER'S EXPRESS CORPORATION IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

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This item is for the acceptance of an additional three (3) parcels consisting of three (3) easements, totaling \$7,700. The secured easements are for parcels 7, 19, and 21. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418).

RECOMMENDATION:

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Easement Table

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
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21	E-2122-53	Boomer's Express Corp	Temporary Construction Easement	\$500.00	0.001 acres-appraised value

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That **Boomer's Express Corp.**, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

Please see attached legal description/exhibit for Parcel 21

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this 8th day of March, 2022.

OWNER:

[Signature] Ceo/President

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of March, 2022, personally appeared Ussir Ansar / Ceo/President, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01/20/24 Notary Public: Ellie Najm



Approved as to form and legality this _____ day of _____, 20__.

City Attorney

Parcel No. 21

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20__.

Mayor

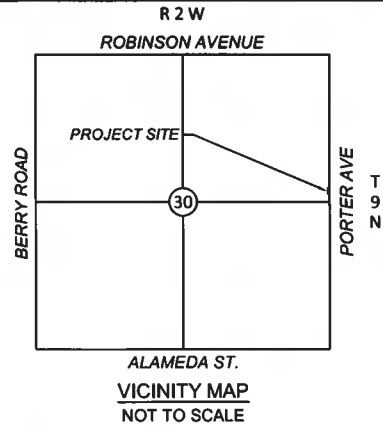
ATTEST:

City Clerk
SEAL:

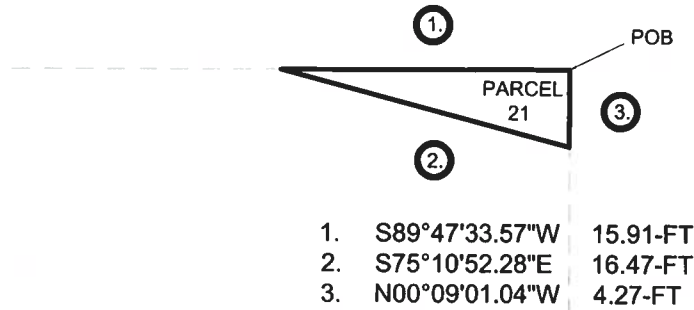
PARCEL 21

TEMPORARY EASEMENT

OWNER: Boomer's Express Corp.
CITY OF NORMAN PROJECT:
PORTER AVE. STREETSCAPE



FRANK ST



PORTER AVE.

LOT 17

LEGAL DESCRIPTION:

Parcel 21

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

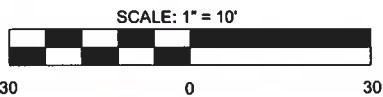
A temporary construction easement that is parallel to Porter Ave, and lies on the West side of Porter Ave. The Point of Beginning (POB) is the Northeast corner of LOT 17, BLOCK 2, J.A. Jones Addition. From the POB, the easement extends;

S89°47'33.57"W for a distance of 15.91-FT, THENCE,

S75°10'52.28"E for a distance of 16.47-FT, THENCE,

N00°09'01.04"W for a distance of 4.27-FT to the Point of Beginning (POB).

Said tract containing 33.98 square feet or 0.001 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

	PORTER AVE. STREETSCAPE		
	PROJECT NAME		
	TEMPORARY PARCEL 21		
	SHEET TITLE		
10/11/2021	21T28374	34	
DATE	JOB NO.	SHEET	
CA #4193 EXPIRES JUNE 30, 2022			

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

END PROJECT

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-54: A TEMPORARY CONSTRUCTION EASEMENT FROM THE MEREDITH & JEFF ROWLAND LIVING TRUST DATED MARCH 14, 2019, IN THE AMOUNT OF \$6,200 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-54: A TEMPORARY CONSTRUCTION EASEMENT FROM THE MEREDITH & JEFF ROWLAND LIVING TRUST DATED MARCH 14, 2019, IN THE AMOUNT OF \$6,200 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500 for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102, with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

On March 8, 2022 City Council accepted easements for parcels 6, 9, 14, and 15, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$45,425.

On March 22, 2022 City Council accepted easements for parcels 1, 2, 3, 5, 10, 11 and 16, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$110,145.

DISCUSSION:

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

Previously, the owners of eleven (11) parcels, consisting of twenty (20) separate easements, have agreed to offers made from the City, totaling \$155,57. The secured easements were for parcels 1, 2, 3, 5, 6, 9, 10, 11, 14, 15, and 16.

This item is for the acceptance of an additional three (3) parcels consisting of three (3) easements, totaling \$7,700. The secured easements are for parcels 7, 19, and 21. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418).

RECOMMENDATION:

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Easement Table

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
7	E-2122-54	The Meredith & Jeff Rowland Living Trust dated March 14, 2019	Temporary Construction Easement	\$6,200.00	0.068 acres-appraised value
19	E-2122-52	Beatrice Yorktown Holdings, LLC, a Texas limited liability company	Temporary Construction Easement	\$1,000.00	0.008 acres-appraised value w/Damages
21	E-2122-53	Boomer's Express Corp	Temporary Construction Easement	\$500.00	0.001 acres-appraised value

Parcel No. 7

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That The Meredith & Jeff Rowland Living Trust dated March 14, 2019, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

Please see attached legal description/exhibit for Parcel 7

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this 15th day of March, 2022

OWNER:

Meredith Rowland
(Trustee)

REPRESENTATIVE ACKNOWLEDGEMENT

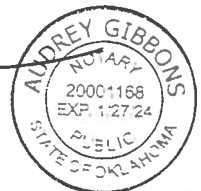
STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of March, 2022 personally appeared Meredith Rowland, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01/27/24

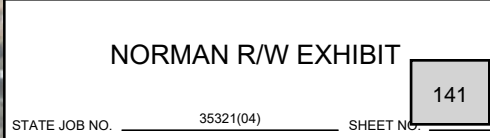
Notary Public: Audrey Gibbons



Approved as to form and legality this 15th day of March, 2022

City Attorney

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
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20B	63		148+45	148+58	Norman Municipal Hospital Trust
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File Attachments for Item:

14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-57: A PERMANENT SIDEWALK AND UTILITY EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$2,060 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-57: A PERMANENT SIDEWALK AND UTILITY EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$2,060 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

BACKGROUND:

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- New sidewalks
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- New curb and gutter
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approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

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On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

On March 8, 2022 City Council accepted easements for parcels 6, 9, 14, and 15, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$45,425.

On March 22, 2022 City Council accepted easements for parcels 1, 2, 3, 5, 10, 11 and 16, for the Porter Avenue Streetscape 2019 Bond Project, for a total cost of \$110,145.

DISCUSSION:

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

Previously, the owners of eleven (11) parcels, consisting of twenty (20) separate easements, have agreed to offers made from the City, totaling \$155,570. The secured easements were for parcels 1, 2, 3, 5, 6, 9, 10, 11, 14, 15, and 16.

This item is for the acceptance of two easements (Easement E-2122-57 and E-2122-58) from one parcel, Parcel 18, which also results in a resolution of the underlying eminent domain action filed in Cleveland County Court pursuant to R-2122-101 (approved by the City Council on March 8, 2022), for the acquisition of these two easements. This action is styled *City of Norman v. Rieger, LLC*, CJ-2022-252. These two easements are being acquired for a total amount of \$2,130 and acceptance of the easements by City Council is required for resolution of the underlying legal action and all claims between the parties to occur.

Additionally, easements for three (3) parcels consisting of three (3) easements, totaling \$7,700, are also being submitted for City Council's approval (Easement E-2122-53, E-2122-54, and E-2122-55). These secured easements are for parcels 7, 19, and 21. Funds for right-of-way acquisition of all five (5) of these easements are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418).

RECOMMENDATION:

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No: 18
Project No: 21728374

GRANT OF EASEMENT
City of Norman

Know all men by these presents:

That Rieger, L.L.C., a limited liability company organized over the laws of the State of Oklahoma for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public sidewalk and utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

See attached Legal Description/Exhibit for Parcel 18

Said tract containing 183.43 sq ft or 0.004 acres, more or less

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public sidewalk and utility.

PUBLIC SIDEWALK AND UTILITIES

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

Signed and delivered this 7th day of APRIL, 2022


Sean Rieger LLC.

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of APRIL, 2022 personally appeared Sean Rieger, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: Nov. 15, 2023 Notary Public: Juleigh Moon

Approved as to form and legality this 7th day of April, 2022

4/7/22 Chisabeth Chudeale
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

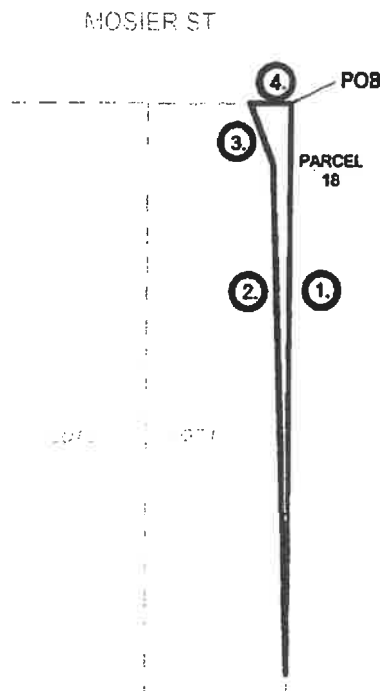
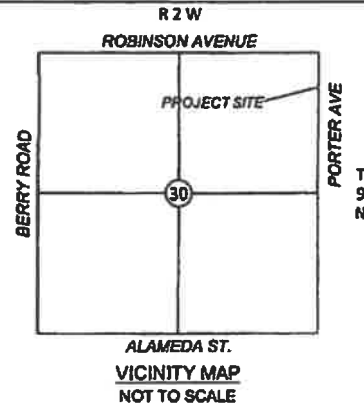
City Clerk
SEAL:



PARCEL 18

PERMANENT EASEMENT

OWNER: Rieger, LLC.
CITY OF NORMAN PROJECT:
PORTER AVE. STREETSCAPE



- | | | |
|----|----------------|----------|
| 1. | S00°09'01.04"E | 98.95-FT |
| 2. | N02°04'07.95"W | 88.32-FT |
| 3. | N20°37'59.41"W | 11.41-FT |
| 4. | N89°53'45.64"E | 6.95-FT |

LEGAL DESCRIPTION:

Parcel 18

A tract of land lying in the Southwest Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NW/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Ave, and lies on the West side of Porter Ave. The Point of Beginning (POB) is the Northwest corner of LOT 1, BLOCK 3, Highland Addition. From the POB, the easement extends;

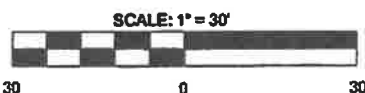
S00°09'01.04"E for a distance of 98.95-FT, THENCE

N02°04'07.95"W for a distance of 88.32-FT, THENCE,

N20°37'59.41"W for a distance of 11.41-FT, THENCE,

N89°53'45.64"E for a distance of 6.95-FT to the Point of Beginning (POB).

Said tract containing 183.43 square feet or 0.004 acres, more or less.



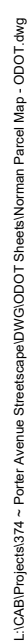
THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

 GARVER <small>CA 94193 EXPIRES JUNE 30, 2022</small>	PORTER AVE. STREETSCAPE <small>PROJECT NAME</small>		
	PERMANENT PARCEL 18 <small>SHEET TITLE</small>		
	<small>08/02/2021</small> <small>DATE</small>	<small>21T28374</small> <small>JOB NO.</small>	<small>23 / 24</small> <small>SHEET / OF</small>

Easement Table

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
18	E-2122-57	Rieger, LLC	Permanent Sidewalk and Utility Easement	\$2,060.00	
18.1	E-2122-58	Rieger, LLC	Temporary Construction Easement	\$70.00	

Porter Ave from Highbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
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20A	400		144+51	144+71	Norman Municipal Hospital Trust
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20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority



File Attachments for Item:

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-58: A TEMPORARY CONSTRUCTION EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$70 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-58: A TEMPORARY CONSTRUCTION EASEMENT FROM RIEGER, L.L.C., IN THE AMOUNT OF \$70 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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RECOMMENDATION:

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No. 18.1

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That Rieger, L.L.C., a limited liability company organized over the laws of the State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

Please see attached legal description/exhibit for Parcel 18.1

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this 7th day of APRIL, 2022

OWNER

[Signature]
SEAN LEON CEO NORMAN

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of APRIL, 2022, personally appeared SEAN LEON to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that HE executed the same as HIS free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: Nov. 15, 2023 Notary Public: Juleigh Moon

Approved as to form and legality this 7 day of April, 2022

[Signature]
Christine Luckala

City Attorney



Parcel No. 18.1

Approved and accepted by the Council of the City of Norman, this ____ day of _____, 20__.

Mayor

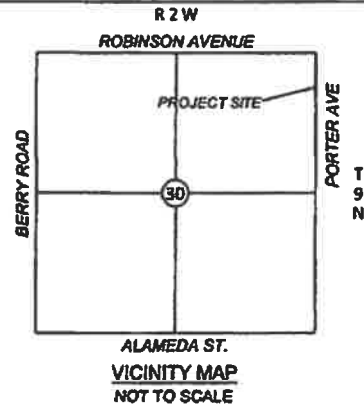
ATTEST:

City Clerk

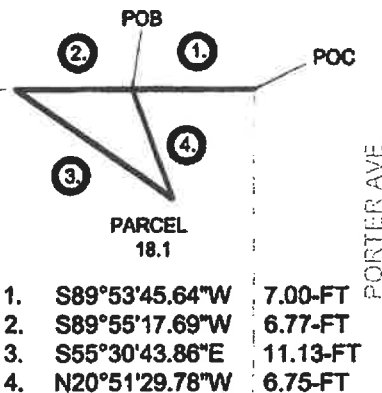
SEAL:

PARCEL 18.1**TEMPORARY EASEMENT**

OWNER: Rieger, LLC.
CITY OF NORMAN PROJECT:
PORTER AVE. STREETSCAPE



MOSIER ST.

**LEGAL DESCRIPTION:****Parcel 18**

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that is parallel to Porter Ave, and lies on the West side of Porter Ave. The Point of Commencement (POC) is the Northeast corner of LOT 1, BLOCK 3, Highland Addition. From the POC, proceed West on a bearing of S89°53'45.64"W for a distance of 7.00-ft to the Point of Beginning (POB). From the POB, the easement extends;

S89°55'17.69"W for a distance of 6.77-FT, THENCE

N55°30'43.86"E for a distance of 11.13-FT, THENCE,

N20°51'29.78"W for a distance of 6.75-FT to the Point of Beginning (POB).

Said tract containing 21.37 square feet or 0.001 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

	PORTER AVE. STREETSCAPE		
	PROJECT NAME		
	TEMPORARY PARCEL 18.1		
	SHEET TITLE		
CA 84193 EXPIRES JUNE 30, 2022	10/11/2021 DATE	21728374 JOB NO.	27 SHEET

Easement Table

Parcel No.	Easement No.	Grantors	Document	Cost	Comments
18	E-2122-57	Rieger, LLC	Permanent Sidewalk and Utility Easement	\$2,060.00	
18.1	E-2122-58	Rieger, LLC	Temporary Construction Easement	\$70.00	

Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

END PROJECT

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF LANDLORD'S WAIVER PURSUANT TO CONTRACT K-8990-32: BY AND BETWEEN THE CITY OF NORMAN, HASKELL LEMON GROUP, LLC AND UMB BANK N.A. ALLOWING UMB BANK, N.A. ACCESS TO 4511 SOUTH CHAUTAUQUA AVENUE TO VIEW, SELL AND REMOVE COLLATERAL LOCATED ON THE PROPERTY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: April 12, 2022

REQUESTER: Chris Mattingly, Director of Utilities

PRESENTER: Heather Poole, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF LANDLORD'S WAIVER PURSUANT TO CONTRACT K-8990-32: BY AND BETWEEN THE CITY OF NORMAN, HASKELL LEMON GROUP, LLC AND UMB BANK N.A. ALLOWING UMB BANK, N.A. ACCESS TO 4511 SOUTH CHAUTAUQUA AVENUE TO VIEW, SELL AND REMOVE COLLATERAL LOCATED ON THE PROPERTY.

BACKGROUND: The City of Norman owns property managed by the Norman Utilities Authority which has had a sand mine and asphalt operation on it since 1984. The Norman Asphalt Company, Inc. entered into a contract with the City of Norman in 1989 to lease the property for twenty-six (26) years to operate an asphalt operation from this location. Addendum No. 1 to extend the lease for another twenty-six (26) years, to 2041, was entered into on June 13, 2000 by the City and Norman Asphalt Company. On April 10, 2001 a Memorandum of Lease (Addendum No. 2) was entered into by the City and Norman Asphalt Company to update and correct the legal description of the land being leased. On May 8, 2001 a Memorandum of Lease (Addendum No. 3) was also entered into by the City and Norman Asphalt Company to update and correct the legal description of the land being leased. An assignment was agreed to on April 27, 2004 where Oklahoma Construction Materials, L.L.C. was assigned Norman Asphalt Company's lease after purchasing its assets and operations. On December 13, 2005, Addendum No. 4 was entered into by the City of Norman and Haskell Lemon Construction Co. where the lease was assigned to Haskell Lemon Construction Co. from Oklahoma Construction Materials, L.L.C. Finally, in January 2022 the City adopted Resolution R-2122-79 assigning the lease to Haskell Lemon Group, L.L.C.

DISCUSSION: Haskell Lemon Group, L.L.C. was purchased by Superior Bowen on December 31, 2021. The Legacy Infrastructure Group, L.L.C., parent company of both Superior Bowen and Haskell Lemon, entered into a financing agreement with UMB Bank which requires that a Landlord Waiver be entered into that would allow the bank access to the lease property in order to access collateral the Legacy Infrastructure Group, L.L.C. entity, Haskell Lemon Group, used for the financing.

RECOMMENDATION: Staff recommends that the Landlord Waiver requested by the lender to the City's tenant, Haskell Lemon be approved.

Execution Version

LANDLORD'S WAIVER

THIS LANDLORD'S WAIVER AND CONSENT ("Waiver") is made and entered into as of this ____ day of April, 2022, by and among the **CITY OF NORMAN** (the "Landlord"), **HASKELL LEMON GROUP, LLC**, an Oklahoma limited liability company (the "Company") and **UMB BANK, N.A.**, a national banking association ("Lender").

A. The Landlord is the owner of the real property commonly known as 4511 South Chautauquah Avenue, Norman, Oklahoma (the "Premises"), and has leased the Premises to the Company, whether originally or through assignment, pursuant to that certain Lease Agreement No. K-8990-32 dated December 1, 1989, as amended (the "Lease"), a copy of which is attached hereto as Exhibit A.

B. The Lender has or will enter into that certain Second Amended and Restated Loan and Security Agreement dated as of December 31, 2021, by and between the Company, certain of its affiliates, and the Lender (as amended, restated, modified, supplemented, refinanced or renewed from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to thereto in the Loan Agreement), and to secure the obligations arising under the Loan Agreement and related documents, the Company has granted to the Lender, a security interest in and lien upon certain assets of the Company, including, without limitation, certain of the goods, inventory, machinery, equipment, and furniture and trade fixtures (such as equipment bolted to floors), as more specifically set forth in the Loan Agreement, but expressly excluding any real property and real property fixtures, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, the "Collateral").

NOW, THEREFORE, in consideration of any financial accommodations extended by the Lender to the Company at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Landlord acknowledges that (a) the Lease is in full force and effect and (b) the Landlord is not aware of any existing default under the Lease.

2. The Landlord will use its commercially reasonable efforts to provide the Lender with written notice of any default by the Company under the Lease that will result in termination of the Lease (a "Default Notice"). No action by the Lender pursuant to this Waiver shall be deemed to be an assumption by the Lender of any obligation under the Lease, and, except as provided in paragraphs 6 and 7 below, the Lender shall not have any obligation to the Landlord.

3. The Landlord acknowledges the validity of the Lender's lien on the Collateral and, until such time as the obligations of the Company to the Lender are indefeasibly paid in full and all commitments to lend or provide other extensions of credit are terminated, the Landlord waives any interest in the Collateral and agrees not to distrain or levy upon any Collateral or to assert any landlord lien, right of distraint or other claim or take any other action against the Collateral for any reason. Notwithstanding the foregoing, the Landlord does not waive any rights that the Landlord may subsequently acquire as a judgment creditor. The Landlord acknowledges and agrees that the Collateral is and will remain personal property and will not become part of the Premises.

4. Prior to a termination of the Lease, the Lender or its representatives or invitees may, subject to the rights of the Company, enter upon the Premises at any time after reasonable advance notice to Landlord, without any interference by the Landlord to inspect or remove any or all of the Collateral.

5. Upon a termination of the Lease, the Landlord will permit the Lender and its representatives and invitees to occupy and remain on the Premises; provided, that (a) such period of occupation (the “Disposition Period”) shall not exceed 60 days following receipt by the Lender of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 60 days following the Lender’s receipt of written notice of such expiration, (b) for the actual period of occupancy by the Lender, the Lender will pay to the Landlord the basic and additional rent due under the Lease pro-rated on a per diem basis determined on a 30-day month, and shall provide and retain liability and property insurance coverage, electricity and heat to the extent required by the Lease, and (c) such amounts paid by the Lender to the Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Company remains liable under the Lease for default, holdover status or other similar charges. Any payments of rent or additional rent paid by the Lender shall be applied to any payments due the Landlord by the Company but shall not release the Company from its obligations under the Lease. Any Collateral not removed from the Premises within the applicable time period set forth above shall be deemed abandoned by the Company and the Lender and may be removed, sold or otherwise dealt with by the Landlord without liability to the Company or the Lender.

6. During any Disposition Period, (a) the Lender and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Collateral, and the Lender may advertise and conduct private sales of the Collateral at the Premises, in each case without interference by the Landlord or liability of the Lender to the Landlord, and (b) the Lender shall make the Premises available for inspection by the Landlord and prospective tenants and shall cooperate in the Landlord’s reasonable efforts to re-lease the Premises. If the Lender conducts a private sale of the Collateral at the Premises, the Lender shall notify the Landlord at least 10 days before the sale and shall hold such sale in a manner which will not unduly disrupt the Landlord’s or any other tenant’s use of the Premises.

7. The Lender shall promptly repair, at the Lender’s expense, or reimburse the Landlord for any physical damage to the Premises actually caused by the conduct of such sale and any removal of Collateral by or through the Lender, including any damage caused by the initial installation of the Collateral in the Premises, (ordinary wear and tear excluded). Lender shall not be liable for any diminution in value of the Premises caused by the absence of Collateral removed, nor shall the Lender have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by the Company. At the end of any Disposition Period, Lender shall return the Premises to Landlord in “broom clean” condition.

8. The Lender shall indemnify, defend and hold the Landlord harmless from and against any and all injury, death, liability, damage, demand, cost and expense (including reasonable attorneys’ fees) incurred by or asserted against the Landlord on account, of or in connection with, the removal, repossession of, or sale of the Collateral by or at the direction of the Lender or by reason of the Lender’s entry on the Premises and any activities conducted thereon by

the Lender. This obligation shall survive the expiration of the period set forth in Paragraph 11 below.

9. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

10. This Waiver may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Oklahoma, and shall inure to the benefit of the Lender and their respective successors and assigns and shall be binding upon the Landlord and its successors and assigns (including any transferees of the Premises). Any litigation based hereon, or arising out of, under, or in connection with this Agreement shall be brought and maintained exclusively in the courts situated in Cleveland County, Oklahoma or in the United States District Court for the Western District of Oklahoma.

11. The provisions hereof shall be irrevocable and shall remain in full force and effect until the Company has fully paid and performed all of its obligations to the Lender under the Loan Agreement and all other obligations under the Loan Agreement have been repaid in full and all commitments thereunder have been terminated.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

Post Office Box 370
Norman, Oklahoma 73070
Attention: Office of the City Manager
Telephone: _____

LANDLORD:

CITY OF NORMAN, OKLAHOMA

By: _____

Name: _____

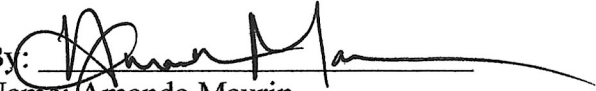
Title: _____

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

LENDER:

1010 Grand Boulevard
Kansas City, Missouri 64106
Attention: Amanda Maurin
Telephone: (816) 860-8057
Facsimile: (816) 860-7143

UMB BANK, N.A.,
a national banking association

By: 
Name: Amanda Maurin
Title: Vice President

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

COMPANY:

Haskell Lemon Group, LLC
520 W. Pennway Street, Suite 300
Kansas City, Missouri 64108
Attention: Mathew J. Bowen, III
Telephone: (816) 301-4881

HASKELL LEMON GROUP, LLC


By: 
Name: Mathew J. (Trey) Bowen, III
Title: President

Exhibit A
Lease Agreement

[See attached.]

Landlord Waiver
UMB Bank, N.A./Superior Bowen Asphalt Company, L.L.C.

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this 1st day of December, 1988, by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter referred to as "Lessor", and NORMAN ASPHALT COMPANY, INC., hereinafter referred to as "Lessee",

W I T N E S S E T H:

1. RECITATIONS

a) The parties hereto made and entered into a certain Lease Agreement covering Lots Fifteen (15) through Twenty (20) and the Northeast Quarter (NE/4) of Lot Twenty-Two (22), Section Eighteen (18), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, on July 17, 1984, which Lease Agreement has remained in full force and effect.

b) The parties agree that upon execution of this agreement that this Lease Agreement shall supersede the Lease Agreement of July 17, 1984, and all other former leases between the parties hereto.

c) Upon execution of this Lease Agreement, Lessee shall release all claims to the land covered by the Lease Agreement of July 17, 1984, except that portion which is hereinafter more particularly described and covered by this Lease Agreement.

d) Lessee agrees to lease from Lessor the real estate and premises hereinafter described, for the purposes of operating an asphalt manufacturing plant, a sand mine, and kindred business and activities on said land, and for the terms, uses and purposes and in accordance with all the provisions hereof.

Now, therefore, in consideration of the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

2. LAND COVERED BY THIS LEASE

The real estate and premises covered by this lease is more particularly described on Exhibit A, attached hereto and made a part hereof.

3. TERM OF LEASE

Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period of twenty-six (26) years, commencing on the date of this lease as set forth above.

4. USES

The above described land is let to Lessee by Lessor for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes.

5. OPERATION OF ASPHALT MANUFACTURING PLANT

In consideration of the use, occupancy and possession of the above described property for operation of an asphalt manufacturing plant by Lessee, Lessee agrees to pay and Lessor agrees to accept the sum of Four Hundred Thirty-Five Dollars and Thirteen Cents (\$435.13) per month, payable in advance on or before the 10th day of each month during the term hereof; provided, said rental shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that rent paid hereunder shall never be less than Four Hundred Dollars (\$400.00) per month. Rental shall be adjusted and established for each year during the term hereof as provided, commencing on the date of this lease as set forth above, and on a like day of each successive year thereafter.

6. OPERATION OF SAND MINE

In consideration of the use, occupancy and possession

of the above described property for operation of a sand mine, by which Lessee will enter upon the above described land and take and remove sand therefrom in such quantities as it desires, and, in connection therewith, dredge and stock pile sand thereon and locate, maintain and operate such machinery, equipment and other personal property as may be expedient for said purpose, Lessee agrees to keep an accurate account of the weight of sand removed by it from said land and pay to Lessor a royalty as hereinafter described. Lessee agrees to furnish Lessor with a copy of the aforesaid account on or before the 10th day of each month evidencing the amount of sand removed during the preceding calendar month. Lessor shall have the right to inspect the records of Lessee at all reasonable times to verify the amount of sand removed by it. In consideration of the above, Lessee agrees to pay and Lessor agrees to accept a royalty of Ten and Eighty-Eight One Hundredths Cents (10.88c) per ton of sand removed, provided that the royalty shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that royalty paid hereunder shall never be less than Ten Cents (10c) per ton of sand removed. Royalty shall be adjusted and established for each year during the term hereof as provided commencing on the date of the lease as set forth above and on a like day of each successive year thereafter.

7. LESSEE'S RESPONSIBILITIES

Lessee shall be solely responsible for the conduct and management of the above-described property as an asphalt plant and sand mine, and shall furnish and supply all equipment, tools, and labor necessary for the proper conduct of such businesses without cost to Lessor and shall maintain said property during the term hereof at its sole expense.

K-8990-32

Page 3

21-12

8. ASSIGNMENT

Lessee shall not assign this lease or sublet any portion of the property covered hereby without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee may, without consent of Lessor, assign this lease to another corporate entity in which Gary J. Lohne or his children are the majority shareholders.

9. CESSATION OF ASPHALT PLANT OPERATION

In the event Lessee ceases to operate or use the premises for an asphalt plant site or related purposes, then in such event this Lease Agreement shall automatically terminate and the Lessor shall be entitled to immediate possession of said premises.

10. INSURANCE

Lessee agrees at its sole expense to carry public liability and property damage insurance covering its activities upon the leased land with Lessor named as party insured in an amount not less than \$1,000,000.00 and furnish Lessor with a memorandum of such insurance contract.

11. INGRESS AND EGRESS

Lessor grants to Lessee the right of ingress and egress to the subject property on the roadway which runs from South Chautauqua Street to the point of beginning for Tract A, as shown on Exhibit A, attached hereto and made a part hereof. The right of ingress and egress shall remain in effect during the term of the lease agreement.

12. DEFAULT

In the event either party hereto should default in the performance of any obligation hereunder on its part to be performed, the other party agrees to give such defaulting party five (5) days notice in writing of such default. Should such default not be corrected within five (5) days after the giving of such notice, then and in that event the party giving such notice shall

have the right and option to terminate this lease or pursue such other remedy as provided by law, including the right on the part of Lessor to re-enter and take possession of the premises and collect damages resulting from such default. If either party is compelled to resort to proceedings at law to protect its rights hereunder, the party ultimately determined to be at fault shall pay all costs and expenses of such litigation including a reasonable attorney fee in a sum to be fixed by the Court, in addition to all other cost and damages according to law.

Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

The City of Norman, Oklahoma
Office of the City Manager
Post Office Box 370
Norman, Oklahoma 73070

Norman Asphalt Company
Post Office Box 428
Norman, Oklahoma 73070

13. TERMINATION AND EXTENSION

This lease shall not be considered renewed or extended unless the same be in writing and signed by the parties hereto, and in the event Lessee continues in possession after the termination date hereof, it shall be considered a month-to-month tenancy.

At the end of the term of this lease or any extended term hereof, Lessee shall return the leased premises to Lessor in substantially the same condition as existed at the commencement of the lease term and remove all of its tools, equipment and personal property therefrom.

14. BINDING EFFECT

This contract and agreement shall be binding upon the parties hereto and their respective successors and assigns. The

provisions of this Lease Agreement shall supercede all former leases and agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

"LESSOR"

APPROVED AS TO FORM AND LEGALITY
BY THE OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

By: 

CITY OF NORMAN, OKLAHOMA, a
municipal corporation

By: 

Mayor

ATTEST:


City Clerk

"LESSEE"

NORMAN ASPHALT COMPANY, INC.

By: 

President

ATTEST:


Secretary

ADDENDUM NO. 1 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day June, 2000, by and between the City of Norman, Oklahoma, a Municipal Corporation, hereinafter referred to as the "City" and Norman Asphalt Company, Inc., hereinafter referred to as the "Norman Asphalt";

WITNESSETH:

WHEREAS, the City and Norman Asphalt entered into Contract No. K-8990-32 on the 1st day of December, 1989, for the purpose of leasing property for the purpose of Norman Asphalt operating an asphalt manufacturing plant, sand mine or related purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-8990-32, shall be amended by amending paragraph 3 on page 2 of said Lease with respect to Term of Lease, to read as follows:

"Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period twenty-six (26) years, and hereby grants an extension of the current lease term an additional twenty-six (26) years, to the year 2041, commencing on the date of this addendum ~~lease~~ as set forth above."

The rest and remainder of Contract No. K-8990-32 shall remain the same and unchanged by this amendment.

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 13th day of June, 2000, for Norman Asphalt Company, Inc.

NORMAN ASPHALT COMPANY, INC.

BY: [Signature]
Name: CHRIS LOTTNE
Title: Vice President

ATTEST:

[Signature]
Corporate Secretary

Expires 6/13/2041

27-2

Approved by the City Council of the City of Norman this 13th day of June, 2000.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By: Bob Thompson
Bob Thompson, Mayor

(SEAL)

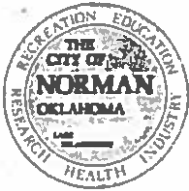
ATTEST:

Mary Hatley
City Clerk

Approved as to form and legality this 7 day of June, 2000.

[Signature]
City Attorney

Contracts/Amd #1 to Norman Asphalt 8990-32 (clean)



K-8990-3

Item 16.

Addendum No 2

office memorandum

DATE: April 2, 2001
TO: The Honorable Mayor and Councilmembers
FROM: Jeff F. Raley, City Attorney
SUBJECT: Memorandum of Lease Agreement between the City of Norman and Norman Asphalt Company

BACKGROUND:

Norman Asphalt Company currently has a Lease Agreement with the City dated December 1, 1989, covering the property which Norman Asphalt Company currently occupies. This Lease was recently amended by the City to extend the term of the Lease for an additional twenty-six (26) years to the year 2041. In addition to this Lease, Norman Asphalt also has a mining lease with the City. The purpose of the Memorandum which comes before Council is to update and correct the legal description of the property covering both the leasehold and the mining lease.

DISCUSSION:

The property which is the subject of the Lease with Norman Asphalt and the mining lease associated therewith has always been the subject of some dispute regarding to the exact boundaries of the Lease. Norman Asphalt, in an effort to obtain title insurance for the property which is subject to the Lease, has had the property resurveyed and does submit a corrected and complete legal description of the property. This Memorandum will correctly describe the leased premises and will become a part of the current leasehold agreement.

RECOMMENDATION:

Based upon the above and foregoing Background and Discussion, it is Legal Staff's recommendation that the City execute the Memorandum of Lease Agreement which will correctly describe and delineate the boundaries of the leased premises and the mining lease above described.

Reviewed by: Harold A. Anderson, City Manager

MEMORANDUM OF LEASE AGREEMENT

April 10, **THIS MEMORANDUM OF LEASE AGREEMENT** (this "Memorandum") dated 2001, is by and between **THE CITY OF NORMAN, OKLAHOMA**, a municipal corporation ("Landlord"), and **NORMAN ASPHALT COMPANY, INC.**, an Oklahoma corporation ("Tenant").

MEMORANDUM

Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on Exhibit A attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Company, Inc. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on Exhibit A attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

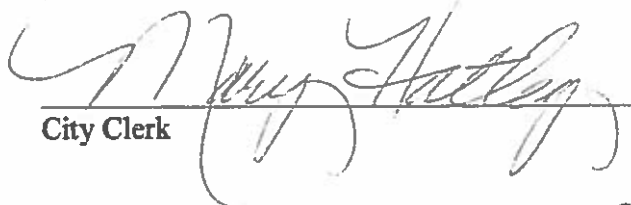
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

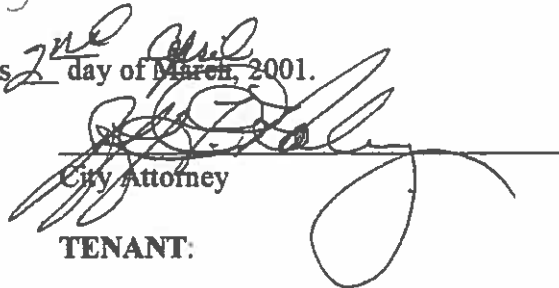
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:



City Clerk

Approved as to form and legality this 2nd day of March, 2001.



City Attorney

TENANT:

NORMAN ASPHALT COMPANY, INC.,
an Oklahoma corporation

By: 
Chris Lohme, Vice President

ATTEST:


Corporate Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 2nd day of April, 2001, by Chris Lehne as Vice-President of Norman Asphalt Company, Inc., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christa D. Campbell
Notary Public

My commission expires: November 6, 2004

SS.

The foregoing Memorandum of Lease was acknowledged before me this 10th day of April, 2001, by Bob Thompson, as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

Brenda Smoot
Notary Public
My commission expires: 11-2-02

EXHIBIT A

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCEING at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18;
THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to a point;
THENCE South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
THENCE South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
THENCE South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
THENCE South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
THENCE South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
THENCE South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
THENCE South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 839.91 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of way of record.

NORMAN ASPHALT CO.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated May 2, 2001, is by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation ("Landlord"), and NORMAN ASPHALT CO., an Oklahoma corporation ("Tenant").

MEMORANDUM

Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on Exhibit A attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Co. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on Exhibit A attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

NORMAN ASPHALT CO.

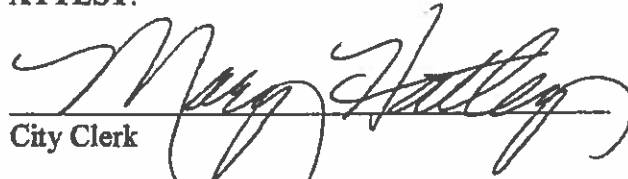
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

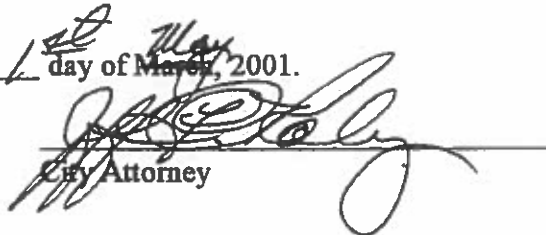
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:


City Clerk

Approved as to form and legality this 1st day of May, 2001.



City Attorney

TENANT:

NORMAN ASPHALT CO.,
an Oklahoma corporation

By: 
Chris Lohne, Vice President

ATTEST:


Corporate Secretary

NORMAN ASPHALT CO.**EXHIBIT "A"****Legal Description
(Asphalt Plant - Cleveland County)**

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18; THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to the POINT OF BEGINNING;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 49.81 feet to a point;
THENCE South 87 degrees 21 minutes 10 seconds East a distance of 697.89 feet to a point;
THENCE South 29 degrees 42 minutes 15 seconds East a distance of 675.53 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to a point;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 171.64 feet to the POINT OF BEGINNING, containing 15.9550 acres more or less and subject to all easements and rights of way of record.

AND

A tract of land being part of the North Half (N/2) of Section Eighteen (18), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18; Thence South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter (NE/4) a distance of 1332.31 feet to a point; Thence South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
Thence South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
Thence South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
Thence South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
Thence South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
Thence South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
Thence South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;

DL-1166348v1

Since 1972

16-7

NORMAN ASPHALT CO.

Thence North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 893.91 feet to a point;
Thence South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
Thence South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
Thence North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;

Thence North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of record.

NORMAN ASPHALT CO.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 30 day of April, 2001, by Chris Lohr as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christie R Campbell
Notary Public

My commission expires: November 6, 2004

Since 1972

STATE OF OKLAHOMA §

SS.

COUNTY OF Colusa

The foregoing Memorandum of Lease was acknowledged before me this 8th day of May, 2001, by Don Henderson as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Notary Public

My commission expires: 1/2/02

Since 1972

ADDENDUM NO. 4 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day December, 2005, by and between the City of Norman, Oklahoma, a Municipal corporation, hereinafter referred to as the "City" and Haskell Lemon Construction Co., an Oklahoma corporation, hereinafter referred to as "Haskell Lemon";

WITNESSETH:

WHEREAS, the City entered into Contract No. K-8990-32 on the 1st day of December, 1989, leasing property for the purpose of operating an asphalt manufacturing plant, sand mine or related purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-8990-32, shall be amended by amending paragraphs 8 and 12 on page 4 of said Lease with respect to Assignment and Default, to read as follows:

8. Assignment

"Lessee shall not assign this lease or sublet any portion of the property covered hereby without the written consent of Lessor, which consent shall not be unreasonably withheld. ~~Lessee may, without consent of Lessor, assign this lease to another corporate entity in which Gary J. Lohne or his children are the majority shareholders.~~"

12. Default

* * *

"Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

The City of Norman, Oklahoma
Office fo the City Manager
Post Office Box 370
Norman, Oklahoma 73070

~~Norman Asphalt Company~~
~~Post Office Box 428~~
~~Norman, Oklahoma 73070~~

Haskell Lemon Construction Co.
Post Office Box 75608
Oklahoma City, Oklahoma 73147-0608."

K-8990-32

Page 2

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 13th day of December, 2005, for Haskell Lemon Construction Co.

HASKELL LEMON CONSTRUCTION CO.

BY:

Larry H. Lemon
Larry H. Lemon, Chairman

ATTEST:

Greenwich Wilson

Corporate Secretary

Approved by the City Council of the City of Norman this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By:

Harold Haralson
Harold Haralson

(SEAL)

ATTEST:

Mary Hatley
City Clerk

Approved as to form and legality this 17th day of November, 2005.

JHS
City Attorney

Contracts/Amend #4 to Haskell Lemon 8990-32 10-11-05

14-7

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Oklahoma Construction Materials, L.L.C., pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Haskell Lemon Construction Co. of Oklahoma City, Oklahoma, has purchased the assets and operations of Oklahoma Construction Materials, L.L.C., and pursuant thereto has received an assignment and assumption of said Lease Agreement from Oklahoma Construction Materials, L.L.C.; and

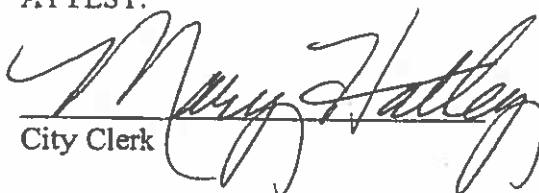
WHEREAS, Haskell Lemon Construction Co. has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith all accompanying documentation.

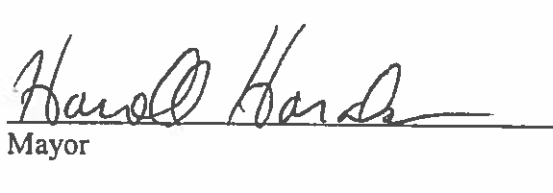
NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Haskell Lemon Construction Co.

This Consent granted this 13th day of December, 2005.

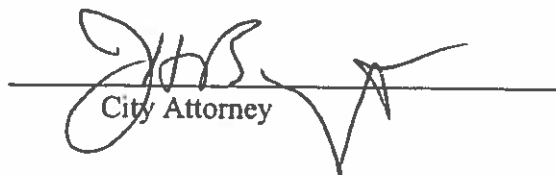
APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this 13th day of December, 2005.

ATTEST:


City Clerk


Mayor

Approved as to form and legality this 12 day of October, 2005.


City Attorney

Contracts/Haskell Lemon Consent 10-11-05

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this July 1, 2005, by and between OKLAHOMA CONSTRUCTION MATERIALS, LLC, a Kansas limited liability company ("OCM"); and HASKELL LEMON CONSTRUCTION CO., an Oklahoma corporation ("Lemon").

RECITALS

A. The City of Norman, Oklahoma, as lessor, entered into a Lease Agreement ("Lease") with Norman Asphalt Company, Inc. as lessee, on December 1, 1989, a copy of which is attached hereto and incorporated herein by reference.

B. Norman Asphalt Co., succeeded to the rights of Norman Asphalt Company, Inc. as lessee of the Lease.

C. The Lease has been amended from time to time as reflected on the amendments and addendums attached to the attached Lease.

D. The Lease was assigned on March 31, 2004, by Norman Asphalt Co., as lessee, to Oklahoma Construction Materials, LLC

E. The parties hereto desire to again assign the lessee's rights and obligations in the Lease and they have reached an understanding on the terms and conditions hereinafter set forth.

AGREEMENTS

1. Assignment. OCM hereby assigns, transfers, and conveys to Lemon all right, title and interest of OCM, as lessee, in and to the Lease as of the date of this Agreement.

2. **Assumption.** Lemon hereby accepts this assignment of the Lease and assumes all obligations as lessee and agrees to faithfully and timely perform all obligations, duties, and agreements of lessee as set forth in the Lease.

3. **Indemnification.** Lemon hereby indemnifies OCM and shall hold it harmless from any damage, claim, loss or expense (including reasonable attorney fees) which OCM may suffer as a result of the failure of Lemon to timely pay and perform all obligations of lessee under the terms and conditions of the Lease.

4. **State Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

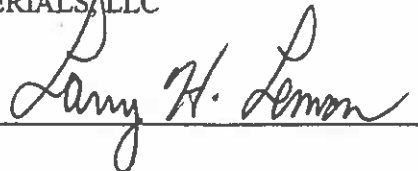
5. **Interpretation.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

6. **Entire Agreement; Amendment.** This Agreement is the entire understanding between the parties in regard to the assignment of the Lease, and supersedes all prior agreements and communications, whether oral or written, between the parties hereto with respect to the assignment of this Lease. Any amendment or modification of this Agreement must be in writing and duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

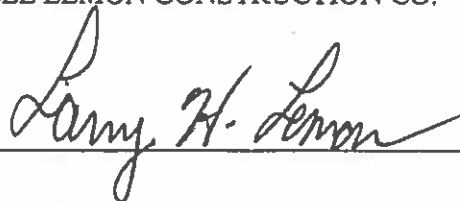
OKLAHOMA CONSTRUCTION
MATERIALS, LLC

BY



HASKELL LEMON CONSTRUCTION CO.

BY



CONSENT

The City of Norman, Oklahoma, as lessor, hereby consents to the assignment of lessee's interest in the attached Lease to Haskell Lemon Construction Co., and shall hereafter consider Haskell Lemon Construction Co., as solely responsible for all obligations of the lessee as set forth in the Lease.

Dated this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
a municipal corporation

BY 

Attest:


City Clerk



office memorandum

DATE: October 24, 2005

TO: The Honorable Mayor and Councilmembers

FROM: Jeff Harley Bryant, City Attorney *JHB*

SUBJECT: Request to approve Assignment of Land Lease and Addendum No. 4 to Contract by the City of Norman with Oklahoma Construction Materials, L.L.C.; Contract K-8990-32

BACKGROUND:

The City has been informed that Haskell Lemon Construction Co. has purchased the assets and operations of Oklahoma Construction Materials. As part of said purchase, Haskell Lemon has requested that the City give its consent to the assignment of said Lease as is required in paragraph 8 of the leasehold agreement. Haskell Lemon is also requesting a revision to paragraph 8 of the original Lease to allow the lease to be assigned to another corporate entity which has the same family owners as Haskell Lemon. A similar provision was contained in the original lease. Also, paragraph 12 is being amended to reflect proper notice address.

DISCUSSION:

The City Legal Staff has examined the documentation submitted and has inquired into the structure of Haskell Lemon Construction Co. and their ability to perform under the leasehold agreement. We find that all the documentation is in order and that Haskell Lemon is a well-established and respected business concern which has been in business in the Oklahoma City area for a number of years.

Regarding the assignment clause in paragraph #8 referring to other companies whose ownerships reflect the same family members, rather than amend this clause to apply to the current assignees, the legal staff recommends this clause be deleted thereby requiring all assignments of the lease to be approved by the City. Haskell Lemon has agreed to the deletion and that is reflected in the addendum.

RECOMMENDATION:

Based upon the above and foregoing background and discussion, it is Legal Staff's recommendation that consent to this assignment and assumption and the addendum to the lease be granted and the execution of the written consent agreement and addendum by the Mayor be approved.

Reviewed by: Brad Gambill, City Manager *Brad*

14-1

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Norman Asphalt Company pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Oklahoma Construction Materials, L.L.C. of Oklahoma City, Oklahoma, has purchased the assets and operations of Norman Asphalt Company and pursuant thereto has received an assignment and assumption of said Lease Agreement from Norman Asphalt; and

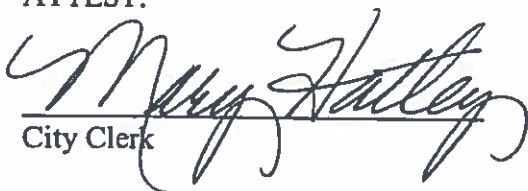
WHEREAS, Oklahoma Construction Materials has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith a draft in payment of the May rental on said property and all accompanying documentation.

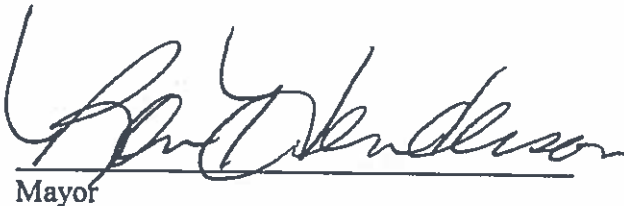
NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Oklahoma Construction Materials, L.L.C.

This Consent granted this 27th day of April, 2004.

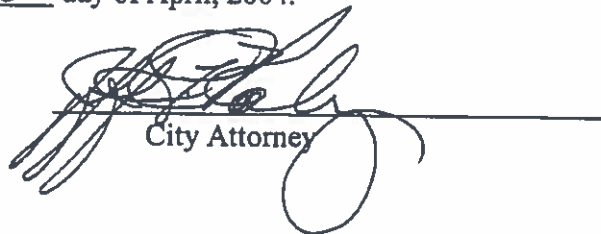
27th APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this day of April, 2004.

ATTEST:


City Clerk


Mayor

Approved as to form and legality this 2nd day of April, 2004.


City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment And Assumption Of Lease Agreement (this "Assignment") is made as of this 31st day of March, 2004, by and between Norman Asphalt Co. (the "Seller"), an Oklahoma corporation to Oklahoma Construction Materials, L.L.C., (the "Purchaser") a Kansas limited liability company, contemporaneously with the execution and delivery of that certain Asset Purchase Agreement by and between Seller and Purchaser dated as of the date hereof (the "Asset Purchaser Agreement").

RECITALS

The City of Norman, Oklahoma, as lessor, entered into a lease agreement (the "Lease"), as amended, originally dated December 1, 1989, with Norman Asphalt Company, Inc., predecessor of Seller, as lessee, covering 88.735 acres, more or less, in Cleveland County, Oklahoma, a copy of which is attached hereto as Exhibit A and incorporated herein.

In connection with the Asset Purchase Agreement, Seller desires to enter into this Assignment in order to assign its rights and interests in the Lease to Purchaser and to evidence the assumption by Purchaser of Seller's obligations and liabilities under the Lease.

Accordingly, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

AGREEMENT

1. Seller hereby assigns, transfers and delivers to Purchaser all of the right, title, and interest of Seller in and to the Lease, provided, however, that Seller may, for a period of ninety (90) days following the date hereof, have the right to unrestricted access, and exclusively use, the office building on the property covered by the Lease that is shown more fully on Exhibit B which is attached hereto and incorporated herein.

2. Purchaser hereby accepts the foregoing assignment of the Lease from Seller, and assumes and agrees to be bound by and timely perform, discharge and otherwise comply with all of the agreements, duties, obligations, and undertakings of Seller under the Lease which are to be performed, discharged or otherwise complied with following the date hereof.

3. Seller shall defend, indemnify and hold harmless Purchaser, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or proceeding), tax, or liability suffered by any of them to the extent related to (i) any failure by Seller to properly carry out its obligations under the Lease prior to, or on, the date hereof, or the use or occupancy of the office building referred to in Section 1 above while it is occupied by Seller.

4. Purchaser shall likewise defend, indemnify and hold harmless Seller, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or

14-3

proceeding), tax, or liability suffered by any of them to the extent related to any failure by Seller to properly carry out its obligations under the Lease following the date hereof.

5. The Seller represents and warrants to Purchaser that the documents which have been provided to Purchaser reflecting the Lease represent true and correct representations thereof and accurately and completely set forth all of the terms and conditions of the Lease, other than those terms and conditions which are implied by law in all similar matters.

6. This Agreement and the other documents referred to herein represent the entire understanding among the parties regarding the subject matter hereof, including all representations, warranties, conditions and other provisions relating hereto, and they may not be expanded, altered or modified in any way except pursuant to a written document which is signed by all parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

7. This Agreement shall be interpreted and construed under the laws of the State of Oklahoma, considered without regard to its choice of law rules. In the event that any of the provisions of this Agreement shall be declared void or unenforceable by a court, then such provision shall be severed from this Agreement without affecting the remainder hereof, and the parties shall negotiate in good faith to replace such provision with a similar clause to achieve, to the extent permitted under law, the purposes of the provision declared void or unenforceable.

8. The waiver by any party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof.

Norman Asphalt Co.

By: David Wenzel
 Name: DAVID L WENZEL
 Title: Authorized Representative

Oklahoma Construction Materials L.L.C.

By: Larry H. Lemon
 Name: LARRY H. LEMON
 Title: PRESIDENT

14-4

April 27, 2004

14. ITEM: CONSIDERATION OF THE ASSIGNMENT AND ASSUMPTION OF A LEASE AGREEMENT BY THE CITY OF NORMAN WITH NORMAN ASPHALT COMPANY TO OKLAHOMA CONSTRUCTION MATERIALS, L.L.C.

INFORMATION: City Council, in its meeting of January 9, 1990, approved Contract No. K-8990-32 with Norman Asphalt Company, Inc., for a lease agreement to operate an asphalt manufacturing plant and sand mine at 3901 Chautauqua Avenue. Oklahoma Construction Materials, L.L.C., has purchased the assets and operations of Norman Asphalt Company, Inc., and has requested the City give its consent to the assignment of said lease. Staff has prepared the Consent to Assignment and Assumption of Lease Agreement and recommends its acceptance. Copies of an advisory memorandum, Consent to Assignment and Assumption of Lease Agreement, letter of request from Oklahoma Construction Materials, L.L.C., and Assignment and Assumption of Lease Agreement are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the Consent to Assignment and Assumption of Lease Agreement with Oklahoma Construction Materials, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN: _____

Rs/OK 8/0

*Keep assignments
and consent
together*



The City of
NORMAN

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

Item 16.

Eng/Cont/K-8990-32

FINANCE DEPARTMENT
UTILITY CUSTOMER SERVICE
Phone: 405-366-5320
Fax: 405-366-5417

December 5, 2003

Norman Asphalt
%Martin Marietta Materials
P.O. Box 428
Norman, OK 73070
Attn: Chris Lohne

Dear Mr. Lohne:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Martin Marietta Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$621.99, and royalty to 11.43 cents per ton of sand removed, effective with your payment due on January 10, 2004. This payment is based on published CPI-U rate increase of 2%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco, Finance Director

CP: Harold Anderson, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor



The City of NORMAN

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

Aug/Cont/K-8990-32
PA/Norman Asphalt/Contract

Item 16.

OFFICE OF THE FINANCE DIRECTOR
Phone: 405-368-5413
Fax: 405-366-5417

January 12, 2005

Norman Asphalt
% Oklahoma Construction Materials
P.O. Box 75637
Oklahoma City, Oklahoma 73147

Dear Sirs:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Oklahoma Construction Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$643.76, and royalty to \$11.83 cents per ton of sand removed, effective with your payment due on January 10, 2005. This payment is based on published CPI-U rate increase of 3.5%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

cc: Brad Gambill, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor

Leg/Cont/K-8990-32



The City of NORMAN

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

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

February 14, 2014

Larry Lemon
Haskell Lemon Construction Company
PO Box 75608
Oklahoma City, OK. 73147-0608

Dear Mr. Lemon:

Pursuant to the property lease agreement dated December 1, 1989 (Contract K-8990-32), between the City of Norman and Norman Asphalt, the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

As the current lessee of record, please accept this as formal notice of the requirement to increase your monthly rental payments to Seven hundred seventy seven and forty two cents (\$777.42), and royalty to twenty cents (\$.2060) per ton of sand removed, effective with your payment due for January 2014. This payment is based on published CPI-U rate increase of 1.7%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

PC: Steve Lewis, City Manager
Brenda Hall, City Clerk
Martha Lipps, Revenue Collection Supervisor
David Woods, Oil & Gas Inspector



The City of NORMAN

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

W

Item 16.

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

MAR 1 2018

March 01, 2018

Jay Lemon
Haskell Lemon Construction Company
P.O. Box 75608
Oklahoma City, OK 73147-0608

Dear Mr. Lemon:

Pursuant to our lease agreement dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of the requirement to increase your monthly rental payments to \$820.97, and royalty to \$.2175 cents per ton of sand removed, effective with your payment due for April 2018. This payment is based on published CPI-U rate increase of 1.8%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco, Finance Director

CP: Steve Lewis, City Manager
Brenda Hall, City Clerk
Barbara Andros, Treasury Support Supervisor
David Woods, Oil & Gas Inspector

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1617-66: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A., INCREASING THE CONTRACT AMOUNT BY \$17,000 FOR A REVISED CONTRACT AMOUNT OF \$72,800 FOR THE LIFT STATION D FORCE MAIN REPLACEMENT PROJECT, PHASE II.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1617-66: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND PROFESSIONAL ENGINEERING CONSULTANTS, P.A., INCREASING THE CONTRACT AMOUNT BY \$17,000 FOR A REVISED CONTRACT AMOUNT OF \$72,800 FOR THE LIFT STATION D FORCE MAIN REPLACEMENT PROJECT, PHASE II.

BACKGROUND:

The City of Norman wastewater collection has numerous sub-basins but is composed of two major sewersheds due to the ridge along the north side of the City with gravity flows to either the Canadian River or the Little River. Gravity flows for the Canadian River sewershed are conveyed by sewer interceptors to the Water Reclamation Facility (WRF). Flows from the Little River sewershed are conveyed by interceptors to Lift Station D which pumps flow into a pressurized sewer line (force main) and drains into adequately sized interceptors at Robinson Street and 12th Avenue NE which then flow south to the WRF.

The Lift Station D force main has experienced numerous breaks in the past. Contract K-0809-65, Phase I, replaced approximately 3,500 feet of the force main in 2009 along 12th Avenue NE between Rock Creek Road and Tecumseh Road. Following this replacement, additional breaks on the force main occurred between Rock Creek Road and the discharge point approximately 1/2-mile north of Robinson Street.

On October 11, 2016, the Norman Utilities Authority approved Contract K-1617-66 with Professional Engineering Consultants, P.A. (PEC) in the amount of \$55,800 for design of the force main replacement between Rock Creek Road and Robinson Street.

DISCUSSION:

The project was left at standstill for a period of time based on the property ownership status of the Sutton Wilderness area. However, after determining that this would not affect the project alignment, a preliminary alignment was developed along the west side of 12th Avenue NE. This alignment, after a more detailed review, is not constructible due to various utility conflicts.

Staff and the engineer have evaluated the east side of the street and have determined that constructible corridor exists. This amendment provides for additional survey along the east side of the street and redesign of the force main.

Funding will be \$17,000 from the Lift Station D Force Main Replacement design account (WW0091-DESIGN / 32190048-46201) which has an available balance of \$29,247.20.

RECOMMENDATION:

Staff recommends the NUA approve Amendment No. 1 to Contract K-1617-66 with Professional Engineering Consultants, P.A. to increase the contract amount by \$17,000 for a revised total of \$72,800 to pay for additional design services for the Lift Station D Force Main Replacement Phase II project.

**AMENDMENT NO. 1
AGREEMENT
FOR
ENGINEERING SERVICES**

This Amendment No. 1 dated this _____ day of _____ 2022 is made a part of the Agreement dated October 11, 2016, between the Norman Utilities Authority (OWNER) and Professional Engineering Consultants, P.A. (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____, 20_____.

Professional Engineering Consultants, P.A. – ENGINEER

By: 

ATTEST



Printed Name: Michael D. Kelsey, P.E.

Chad Grisier, P.E.

Title: Vice President

Tulsa Municipal Services, Team Lead

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: _____

Printed Name: Breea Clark

Brenda Hall

Title: Chairman

Secretary

ATTACHMENT A

**LIFT STATION D FORCE MAIN REPLACEMENT PHASE 2
AMENDMENT NO. 1 – SCHEDULE**

Task	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023
1														
2														
3														

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

ATTACHMENT B

LIFT STATION D FORCE MAIN REPLACEMENT PHASE 2 AMENDMENT NO. 1 – SCOPE OF SERVICES

The original work scope for the Lift Station D Force Main Replacement Phase 2 project consisted of Tasks 1.0 through 3.0 to provide engineering services for the construction plans for the Lift Station D Force Main Replacement Phase 2 to replace the existing 16-inch force main along 12th Avenue NE (State Highway 77) from Rock Creek Road approximately 1/2 mile south with a new 20-inch force main.

In order to best facilitate the construction of the replacement force main more cost efficiently with reduced impacts to the public, the OWNER requested that the ENGINEER evaluate an alignment along the east side of the street. This includes:

- Supplemental field survey for the east side of 12th Avenue NE; and
- Revised design alignment for the force main to be on the east side of the roadway.

Work is to be performed in accordance with terms set forth in the previous agreement.

The revised scope of work in Amendment No. 1 will include and amend original Tasks 1b – 1f identified in “Attachment B, Scope of Work”.

ATTACHMENT C
LIFT STATION D FORCE MAIN REPLACEMENT PHASE 2
AMENDMENT NO. 1 – COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original	Amendment 1	Total
	DETAILED DESIGN & CONSTRUCTION			
1a	Kickoff / Workshop Meeting	\$800	-	\$800
1b	Survey Services (Allowance Not to Exceed)	\$6,200	\$6,900	\$6,200
1c	Existing Plans, Maps, Aerial Photos	\$1,800	\$500	\$1,800
1d	Preliminary Contract Documents/Specifications/Plans	\$14,800	\$8,000	\$14,800
1e	Right-of-Way Mapping/ODOT Coordination/Utility Location	\$5,700	\$1,000	\$5,700
1f	Coordination	\$1,800	\$600	\$1,800
2a	Final Contract Documents/Specifications/Plans	\$10,000	-	\$10,000
2b	Bidding Assistance	\$2,300	-	\$2,300
2c	Project Management	\$2,000	-	\$2,000
3a	Construction Management and Preconstruction Conference	\$3,100	-	\$3,100
3b	Progress Payments/Pre and Final Inspections	\$3,300	-	\$3,300
3c	Submittals	\$1,700	-	\$1,700
3d	Record Drawings	\$2,300	-	\$2,300
	Total Fee	\$55,800	\$17,000	\$72,800

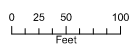
The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.



**Lift Station D Sanitary Sewer
Force Main Replacement - Phase 2**



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.



November 1, 2016

- Manholes
- Force Mains
- Gravity Mains
- Water Mains
- Contours - 1ft.
- ▭ Parcels
- ▭ Easements



The City of NORMAN

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

Item 17.

UTILITIES ENGINEERING
Phone: 405-366-5443
Fax: 405-366-5447

October 13, 2016

Mr. Ethan Edwards, Principal.
Professional Engineering Consultants, P.A.
4150 S. 100th East Avenue, Suite 401
Tulsa, OK 74145-1312

**Re: Norman Utilities Authority
Contract K-1617-66
Lift Station D Force Main Design, Phase 2**

Dear Mr. Edwards:

On October 11, 2016, the Norman Utilities Authority approved Contract K-1617-66 authorizing your firm to perform design and construction management services for the Lift Station D Force Main Replacement, Phase 2 project. One (1) original of the contract is enclosed.

Please let me know when we can schedule the Kickoff Meeting. As per Attachment A of the contract, design services are to be complete within 120 calendar days after this Notice to Proceed or by approximately February 15, 2017.

We look forward to working with your firm on this very important project. If you have questions or need additional information, please call at 366-5377.

Sincerely,

Mark Daniels, P.E.
Utilities Engineer
CITY OF NORMAN

cc: Kenneth Komiske, Director of Utilities
David Hager, Utilities Superintendent with enclosure
John McCarrell, Line Maintenance Supervisor
Office of the City Clerk

**AGREEMENT
FOR
ENGINEERING SERVICES**

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Professional Engineering Consultants, P.A., (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to design and construct approximately 2,400 linear feet of 20-inch force main to replace the existing 16-inch force main generally located between Rock Creek Road and Newbury Drive along 12th Ave NE.

WHEREAS, the PROJECT will replace the failing sections of the existing force main that conveys wastewater from Lift Station D into the existing gravity sewer located near Newbury Drive and 12th Avenue NE. This project will require the proper materials selection; identification, design and construction of the replacement sections; investigation of an alternate alignment for the new line; tie in connection details; and a sequence of construction to maintain service during installation.

WHEREAS, OWNER requires engineering services for the development of construction plans and specifications in connection with the 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 10/11/16

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) and data or drawings generated by OWNER's water distribution system model. OWNER shall complete additional model runs necessary to assist ENGINEER in completion of the SERVICES. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. ENGINEER may make permanent copies for his files of maps or reports or other hard copy information provided by the OWNER, but must return the originals to the OWNER within a reasonable time period.

- 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 two 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. ENGINEER and OWNER each agrees to defend, indemnify and hold harmless each other, it's agents and employees, from and against legal liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of ENGINEER and OWNER, such liability shall be borne by each party in proportion to it's own negligence.
- 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 \$500,000 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 \$500,000 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: Ethan J.L. Edwards, P.E.
Professional Engineering Consultants, P.A.
4150 S. 100th East Ave., Suite 401
Tulsa, OK 74145-1312

OWNER: Mark Daniels, P.E.
Norman Utilities Authority
P.O. Box 370
Norman OK 73070

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 - 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

ARTICLE 19 - 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 11th day of OCTOBER 2016.

Professional Engineering Consultants, P.A. - ENGINEER

ATTEST

By:

Ethan G. Edwards

Title:

Principal

James P. Moore
PRINCIPAL

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 5 day of October 2016.

JHB
City Attorney

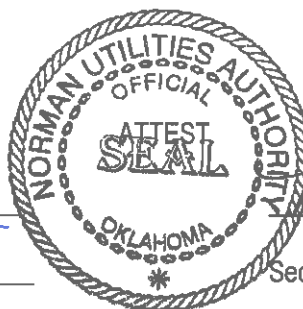
APPROVED by the Trustees of the Norman Utilities Authority this 11th day of OCTOBER 2016.

By:

Title:

J. Hall

Chairman



Brenda Hall

Secretary

ATTACHMENT A

SCHEDULE

Task	Task Description	Days after Notice to Proceed
1a	Kickoff / Workshop Meeting	7
1b	Survey Services	28
1c	Existing Plans, Maps, Aerial Photos	14
1d	Preliminary Contract Documents/Specifications/Plans	90
1e	Right-of-Way Mapping	90
1f	Coordination	90
2a	Final Contract Documents/Specifications/Plans	120
2b	Bidding Assistance	TBD
2c	Project Management	TBD
3a	Construction Management and Preconstruction Conference	TBD
3b	Attendance at Monthly Progress Meetings	TBD
3c	Progress Payments/Pre and Final Inspections	TBD
3d	Submittals	TBD
3e	Record Drawings	TBD

ATTACHMENT B

SCOPE OF SERVICES

ENGINEER shall perform the following SERVICES under this AGREEMENT:

1) **PRELIMINARY DESIGN SERVICES**

- a) **Kickoff Meeting.** An initial Kickoff/WorkShop meeting will be held in Norman to establish critical design issues and parameters while discussing Project Responsibilities, Scope of Work, Schedule, and Project Milestones. Information necessary for the Project will be listed and responsibilities and due dates for obtaining this information will be assigned. A key function of this meeting will be a brainstorming session to review the location of the known sections of the force main where replacement is required as well as additional areas of concern. Other key items include the proposed tie in, a review the existing alignment as well as a preliminary site evaluation to determine the exact limits of the survey corridor: the impact of new construction while maintaining existing service, and any potential easement requirements. Attendance will consist of the ENGINEER'S Design Team and OWNER'S Staff.
- b) **Survey Services.** Perform topographic survey approximately 50 feet wide along the existing forcemain alignment in sufficient detail to permit development of design plans and specifications and construction of the proposed improvements. Survey shall include existing ground elevations and locations of above ground topographic features such as structures, roadways, driveways, sidewalks, fences, manholes, sewer cleanouts, water valves, water meters, gas valves, gas meters, utility poles, junction boxes, above ground public and private utility appurtenances, trees, shrubs, etc. Underground utilities will be located from above ground appurtenances and flagging or other evidence of underground utilities provided by the utility owner. Survey will also include locating section corners, quarter section corners, and property corners necessary to show existing property lines, rights-of-way, and easements within the project corridor, and to determine proposed easements and rights-of-way necessary for the project.
- c) **Existing Plans, Maps, Aerial Photos.** The ENGINEER shall meet with the OWNER to obtain existing plans, maps, and aerial photos, if available. In addition the ENGINEER shall be informed of any street improvement projects that impact the PROJECT. These items will be discussed at the Kickoff Meeting. Additional information may be requested as needed during design.
- d) **Contract Documents:** Prepare detailed contract documents including construction drawings, specifications and bidding documents. The construction drawings shall include at a minimum, Title Sheet, Plan and Profile sheets showing the proposed forcemain and detail sheets necessary to show the intent of the design and proposed easements necessary for the project. The construction drawings shall show existing property lines, easement lines, right-of-way lines, structures, utilities, and other appurtenances within the project corridor. Drawings will show existing conditions to a distance of approximately 20 feet either side of the proposed forcemain. Plan and Profile Sheets shall be prepared at a horizontal scale of 1"=50' and a vertical scale of 1"=5' unless otherwise approved.
 - i) Prepare technical specifications to fully describe the intended work and convey the intent of the design. ENGINEER may utilize City of Norman Standard Specifications and Construction Drawings (City Specifications) to the maximum extent possible. For all items not adequately covered in the City Specifications, the ENGINEER will provide supplemental specifications and drawings. Details for Erosion Control measures shall be included as required. Specifications used in this PROJECT will be submitted in a digital format acceptable to the OWNER.
 - ii) Plans and Specifications prepared by the ENGINEER shall comply with the applicable portions of Oklahoma Department of Environmental Quality and the Oklahoma Department of Transportation Rules and Regulations.

- iii) Prepare contract documents for the proposed work on a unit price basis. Each unit price bid item will be included. Supplemental specifications shall include a measurement and payment description. Bid Alternates will be included if requested by the City.
- iv) Furnish 3 sets of the draft drawings, specifications and bidding documents to the OWNER. In addition, furnish additional sets to all utility companies affected by the PROJECT. Schedule and attend conference(s) with all affected utility companies to verify horizontal and vertical locations of their existing facilities as required. Revise documents as necessary to reflect utility company and OWNER comments. Obtain written confirmation from each affected utility company as to the accuracy of their existing facilities as shown on the plans. Provide proposed forcemain design information to each utility company as necessary to assist them with preparation of their proposed relocation plans.
- e) Right-of-Way Mapping/Records Research: Preliminary investigation indicates that the new alignment should be within the existing R/W of the State Highway (ODOT). However, ties in to the existing line will require the services of a Licensed Abstractor to research and provide copies of current deeds of record for property, easements, and rights-of-way within these specific segments of the project corridor. In these areas the Abstractor shall provide a list of current property owners of each parcel based on the latest deed of record. A full Abstract of Title is specifically excluded from this scope of services. Right-of-way plans, parcel maps, and legal descriptions necessary for acquisition of new easements for the PROJECT will be completed as part of this contract. Parcel maps shall show the location of the proposed easements within the affected parcel. The OWNER will be responsible for acquisition of the easements including appraisals, negotiations, and purchase and all associated costs and fees including legal fees and condemnation proceedings, if necessary. ENGINEER shall be available to answer questions and provide additional plan information to the OWNER's acquisition agent if requested by the OWNER. In the event the ENGINEER is requested to provide acquisition services, the ENGINEER shall be additionally compensated.
- f) Coordination. Initiate coordination with other City Departments, and other administrative and regulatory Agencies, such as the Corps of Engineers, Oklahoma Department of Transportation (ODOT), and the Oklahoma Department of Environmental Quality (ODEQ).

2) FINAL DESIGN SERVICES:

- a) Final Contract Documents: Incorporate modifications requested by the OWNER into the final contract documents including construction drawings, specifications, and bidding documents. Furnish 3 sets of the final drawings, specifications and bid documents to the OWNER. Prior to the advertisement for bids, provide contract documents and construction permit applications to appropriate Federal, State, and local agencies from which approval of the PROJECT must be obtained. Prepare engineering design report and necessary calculations to comply with ODEQ and ODOT requirements. Provide updated construction cost estimate. If necessary, incorporate modifications requested by permitting agencies and obtain all required design approvals and permits prior to advertisement for bids. The OWNER will be responsible for fees associated with reviews and permits. Check with the utility companies to determine whether the necessary utility relocations have been completed and check with the OWNER to determine whether the required easements have been acquired prior to advertisement for bids. Make all OWNER requested changes to the final plans and re-submit to OWNER. Submit plans to other parties associated with PROJECT such as OWNER, ODEQ, and utility companies, as required.
- b) Bidding Assistance: Prepare advertisement for bids and coordination of publication of bidding notice with the OWNER. Distribute copies of the final contract documents to prospective bidders, plan holder houses, material suppliers, and other interested parties. The OWNER will be responsible for advertisement costs.
 - i) Conduct pre-bid conference and, in conjunction with the OWNER, issue addenda, if necessary, prior to the bid opening. Transmit addenda to all plan holders.
 - ii) Provide a written estimate of the probable construction costs for the project.

- iii) Conduct bid-opening proceedings and tabulate bid proposals. Review and evaluate the bids received including responsiveness of the bid proposals. Assist OWNER in evaluating Bids and in assembling and awarding contracts for the work.
- c) Project Management: Submit monthly progress reports due no later than five working days after the end of the preceding month. Attend the referenced conferences, meetings, and design workshop meetings with the OWNER or other party, if directed by the OWNER.

3) CONSTRUCTION SERVICES:

- a) Construction Management and Preconstruction Conference: Upon award of the contract(s), furnish three (3) sets of the drawings, specifications and contract documents to the OWNER and three (3) sets to the PROJECT contractor for execution. Provide construction specifications to OWNER on electronic media.
 - i) Conduct pre-construction conference and, in conjunction with the OWNER, issue clarifications in response to questions raised at the conference. Attend the contractor kickoff meeting with the OWNER and the PROJECT contractor. Meet with OWNER staff and/or the City Council for PROJECT discussions, coordination and presentations as required by the OWNER.
- b) Attendance at Monthly Progress Meetings: As a general rule the OWNER will not require attendance at the Monthly Progress Meetings unless specific questions arise where in a request will be made at least one week prior to the meeting.
- c) Pre and Final Inspections: Review the contractor's final payment and, when approved, submit a written statement of completion with recommendation that the OWNER accept the improvements.
 - i) Interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the PROJECT contractor(s). On a timely basis, prepare and recommend necessary contract change orders for consideration by the OWNER.
 - ii) Perform interim and "pre-final" inspections of the completed work. Develop a punch list of items required and forward it to the PROJECT contractor and OWNER. Issue statement of substantial construction completion and submit a written certification to the OWNER.
- d) Submittals: Ensure that the PROJECT contractor provides appropriate submittals and obtains approval prior to incorporation into the work. Perform timely reviews of the submittals or shop drawings delivered by the PROJECT contractor for conformance with the contract documents. Provide written confirmation to the OWNER that each approved submittal conforms to the applicable specifications.
- e) Record Drawings: Provide one (1) set of reproducible record (as-built) drawings on mylar, two (2) sets of prints as well as the drawings on electronic media diskettes after completion of the PROJECT. As-Built drawings will be based upon the Construction Plans and revisions thereto recorded by the PROJECT contractor during the PROJECT and reviewed by the resident inspector.

ATTACHMENT C

COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services. Details are presented in Exhibits A-1 as well as the Proposals from the Lemke Land Surveying and Kleinfelder.

Task	Task Description	Lump Sum Amount
1a	Kickoff / Workshop Meeting	\$800
1b	Survey Services (Allowance Not to Exceed)	\$6,200
1c	Existing Plans, Maps, Aerial Photos	\$1,800
1d	Preliminary Contract Documents/Specifications/Plans	\$14,800
1e	Right-of-Way Mapping/ODOT Corrdination/Utility Location	\$5,700
1f	Coordination	\$1,800
2a	Final Contract Documents/Specifications/Plans	\$10,000
2b	Bidding Assistance	\$2,300
2c	Project Management	\$2,000
3a	Construction Management and Preconstruction Conference	\$3,100
3b	Progress Payments/Pre and Final Inspections	\$3,300
3c	Submittals	\$1,700
3d	Record Drawings	\$2,300
	Total Fee	\$55,800

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.

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-105: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$34,400 FOR A REVISED CONTRACT AMOUNT OF \$469,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE JAMES GARNER AVENUE PROJECT FROM ACRES STREET TO FLOOD AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-105: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$34,400 FOR A REVISED CONTRACT AMOUNT OF \$469,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE JAMES GARNER AVENUE PROJECT FROM ACRES STREET TO FLOOD AVENUE.

BACKGROUND:

On November 8, 2016, the Norman City Council approved programming Resolution R-1617-49 requesting federal funds to widen James Garner Avenue from Acres Street to Flood Avenue. This Resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost of construction with a 20% matching share from the City of Norman. In order to receive the federal funding, the City of Norman is required to enter into an agreement with ODOT to complete the design, acquire all rights-of-way and relocate existing utilities/encroachments at the City's cost.

This Norman Forward Street Improvement Project will create a new entry into downtown and will help alleviate traffic on both Flood Avenue and Porter Avenue.

In March of 2017, the Norman City Council approved the design contract (K-1617-105) with Cabbiness Engineering, in the amount of \$427,000, for the James Garner Avenue Project from Acres Street to Flood Avenue, and Cabbiness began preliminary design for the project.

On August 27, 2019 the Norman City Council approved Contract Amendment No. One for Contract K-1617-105, between the City of Norman and Cabbiness Engineering, in the amount of \$2,275, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On March 23, 2021 the Norman City Council approved Contract Amendment No. Two for Contract K-1617-105, between the City of Norman and Garver, LLC, as successor to Cabbiness,

in the amount of \$5,675, for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.

On March 22, 2022, the Council/Norman Municipal Authority adopted an amendment to the contract with the Norman Arts Council (Contract K-1516-132) to administer public art components of the James Garner Avenue project.

DISCUSSION:

The James Garner Avenue Project will create new access into and out of downtown Norman, the Norman Municipal Complex, Cleveland County Courthouse Campus, and will help alleviate traffic on both Flood Avenue and Porter Avenue. The project is part of the Norman Forward sales tax approved by voters in 2015. The approved project scope consisted of an extension of James Garner Avenue, providing continuous travel from Acres Street north to Flood Avenue.

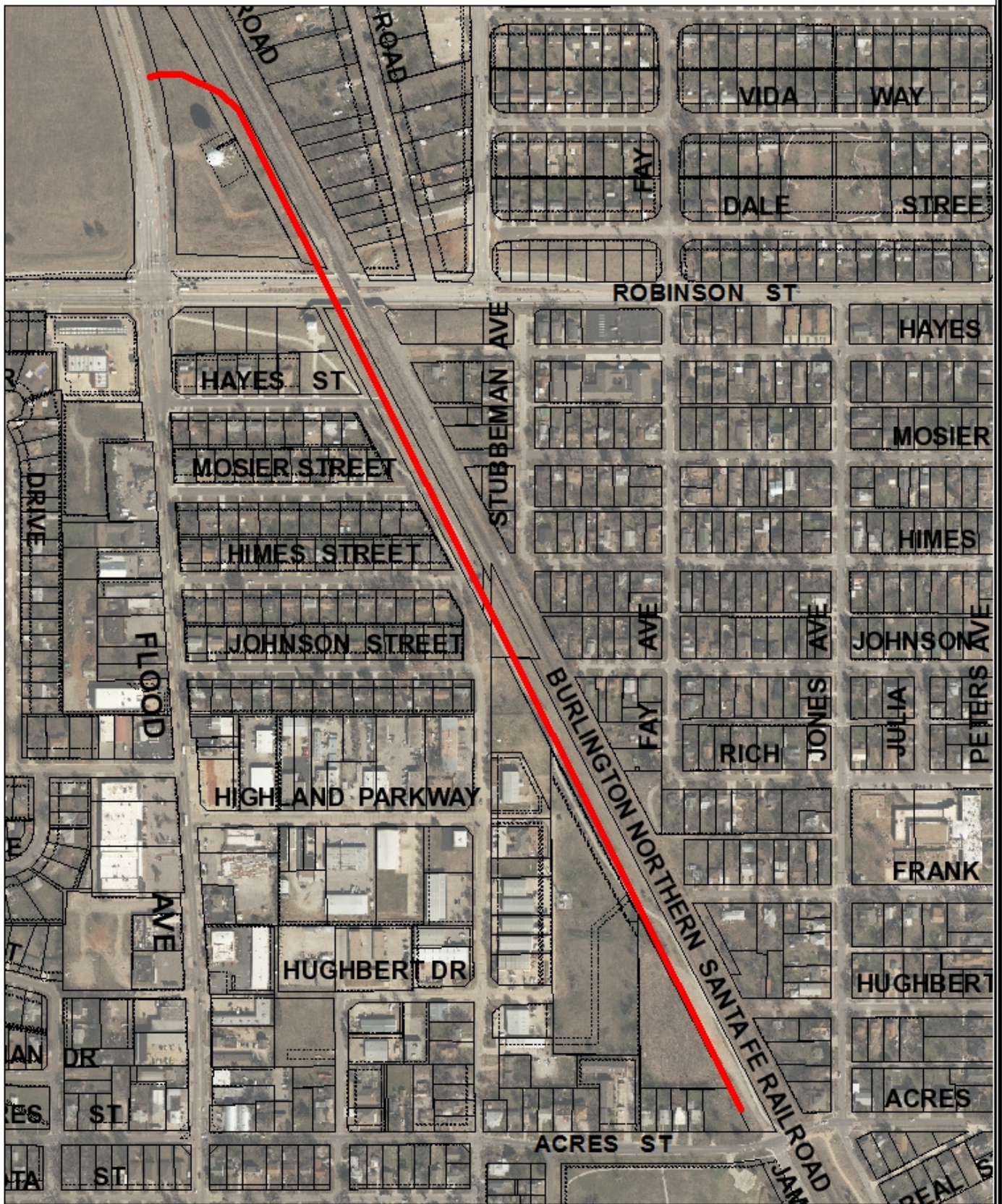
The James Garner Avenue Bridge over Robinson Street presents an opportunity to incorporate aesthetics into the bridge design. These elements must be integrated into the design of the bridge prior to construction, which will ensure that the bridge has adequate structural capacity to accommodate the additions and that the enhancements fit seamlessly within the bridge design.

On January 27, 2022, city staff and Garver presented a concept to the City Council Community Planning and Transportation Committee for bridge aesthetics for the new James Garner Avenue Bridge over Robinson Street. After receiving the Committee's feedback, a final revised concept for the bridge aesthetics was presented to City Council on February 8, 2022. The City Council directed staff to proceed with the design of the bridge aesthetics as shown in the conceptual design. The bridge aesthetics cost estimate presented to the City Council on February 8, 2022 included funds for this design contract amendment.

This amendment to the design contract is to increase the design fees for the additional work required to incorporate the bridge aesthetics into the final design of the James Garner Avenue Project from Acres Street to Flood Avenue. The additional scope of work and cost is outlined in Attachment C to Amendment No. 3. Funds for this engineering contract amendment are available in the James Garner Avenue, Acres to Flood Street Project, Design (Account 51594405-46201; Project NFP 109).

RECOMMENDATION:

Staff recommends approval of Amendment No. Three for Contract K-1617-105, with Garver, LLC, in the amount of \$34,400 for the design of the James Garner Avenue Project from Acres Street to Flood Avenue.



James Garner - Acres Street to Flood Avenue



0 100 200 400 Feet



**AMENDMENT NO. 3 TO THE CONTRACT NO. K-1617-105
BETWEEN CITY OF NORMAN AND ENGINEER
FOR PROFESSIONAL SERVICES**

JAMES GARNER AVENUE CORRIDOR IMPROVEMENTS

This is an agreement made as of the ___ day of _____, 2022 between the City of Norman (OWNER) and Garver, LLC (ENGINEER) amending the Original Contract No. K-1617-105 dated March 14, 2017, between the said parties. OWNER intends to expand the design work beyond the scope of work included in the above said Original Contract.

The following shall be considered as the additional work beyond the original scope.

- a) Additional engineering services for new bridge aesthetics, fencing and lighting of the James Garner Avenue Bridge over Robinson Street. Services will include engineering and final design of bridge aesthetic features and details, special pedestrian fencing across the bridge and special LED lighting features for the bridge pier caps and aesthetic features.

OWNER and ENGINEER in consideration of the mutual covenants herein agree to the following in respect to the performance of Garver, LLC and the payment for those services by OWNER as set forth below for the above-described additional scope of work.

- 1) ENGINEER shall perform professional services as stated in Attachment A of the Original Contract for the additional scope of work described above.
- 2) For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional fee not to exceed Thirty-Four Thousand, Four Hundred and 00/100 dollars (\$34,400.00) based on the additional man-hours required to complete the work and as specified on the attached fee schedule (Attachments C).
- 3) All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.

This Amendment No. 3 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-1617-105 dated March 14, 2017, which terms, covenants, and conditions are hereby reaffirmed and ratified.

IN WITNESS WHEREOF. Owner and Engineer have executed this agreement.

DATED this _____ day of _____, 2022.

CITY OF NORMAN

Owner

By: _____

Title: _____

Date: _____

ENGINEER

Garver, LLC

By: _____

Title: Sr. Project Manager

Date: March 14, 2022

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED as to form and legality this _____ day of _____ 2022.

City Attorney

ATTACHMENT C COMPENSATION

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$34,400.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

CONTRACT AMENDMENT #3 BRIDGE AESTHETICS	COMPENSATION
Task A – Bridge Aesthetic Design and Details	\$ 25,700.00
Task B – Special LED Lighting Design and Details	\$ 6,300.00
Task C - Design QA/QC	\$ 2,400.00
TOTAL COMPENSATION	\$ 34,400.00

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-11:
BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND HAMMER CONSTRUCTION, INC. INCREASING THE CONTRACT AMOUNT BY \$9,175.10 FOR A REVISED CONTRACT AMOUNT OF \$831,401.50 AND ADDING 236 CALENDAR DAYS TO THE CONTRACT FOR THE 2015 WATER WELLS & LINES PROJECT, LOCATED NEAR TECUMSEH ROAD AND/OR 108TH AVENUE N.E., FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$80,399.99



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: April 12, 2022

REQUESTER: Ken Giannone, PE, Capital Projects Engineer

PRESENTER: Ken Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-11: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND HAMMER CONSTRUCTION, INC. INCREASING THE CONTRACT AMOUNT BY \$9,175.10 FOR A REVISED CONTRACT AMOUNT OF \$831,401.50 AND ADDING 236 CALENDAR DAYS TO THE CONTRACT FOR THE 2015 WATER WELLS & LINES PROJECT, LOCATED NEAR TECUMSEH ROAD AND/OR 108TH AVENUE N.E., FINAL ACCEPTANCE OF THE PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$80,399.99

BACKGROUND:

The 2015 Water Wells & Lines project (WB0212) consists of three (3) contracts. One contract covers the drilling of nine (9) new wells, installation of well pumps and construction of appurtenant well houses for each well. The other two contracts cover the installation of 12" diameter, polyvinyl chloride (PVC) well water lines to interconnect the nine new wells with the City's existing distribution system. Contract K-2021-11, Water Well Lines – Tecumseh Road and 108th Ave. N.E. is one of the two well line projects. It covers the installation of 12,300 linear feet (LF) of 12" diameter PVC water well lines at four different locations on or adjacent to Tecumseh Road: on 48th Ave N.E. going south from existing well line on Tecumseh to a future well location; on 84th Ave N.E. starting at existing Well Number 60, north of Tecumseh and continuing south to the new Hayes Well at Tecumseh; on 108th Ave N.E. starting at existing Well Number 59 north of Tecumseh and continuing to the new Park Well south of Tecumseh; and on Tecumseh from the newly installed line on 108th Ave. N.E. east to the new Simpson Well.

Cardinal/Parkhill Engineering (Cardinal/Parkhill) was selected as the consultant for this well water line project, and Norman Utilities Authority (NUA) approved their contract November 12, 2019. Project design was completed during the first half of 2020, and the project was advertised for bid on July 23 and July 30, 2020. Bids were opened August 13, 2020 and Hammer Construction was deemed lowest and best bidder. NUA approved Contract K-2021-11 with Hammer Construction, Inc. (Hammer) on September 8, 2020. Notice to Proceed for construction was issued on October 10, 2020.

DISCUSSION:

Change Order No. 1, for a total additional cost of \$9,175.10, covers several items:

It includes \$2,350 for repairs to drainage at existing Well Station 59, which was adjacent to the project.

A total of \$6,825.10 to revise the contract quantities of existing line items to match quantities actually required to complete the project.

It also includes a time extension of 236 Calendar Days to account for time lost due to items listed above as well as due to unanticipated extreme weather conditions and due to coordination requirements for flushing, disinfection, and bacteriological testing of new pipelines.

The Engineer, Cardinal/Parkhill, has approved Change Order No. 1. Funds for this Change Order will come from 2015 Water Well & Lines, Construction (Account 31993345-46101; Project WB0212), which has an unencumbered balance of \$2,294,310.64.

A final inspection on October 6, 2021 deemed the installation of all pipe and appurtenances as well as all restoration work to be complete. Final testing was successfully completed on the final segment of pipeline on November 30, 2021 and the project is deemed complete as of that date. The engineer, Cardinal/Parkhill, has also deemed the project to be complete and has signed off on final acceptance and final payment.

RECOMMENDATION:

Staff recommends that Change Order No. 1, increasing Contract K-2021-11 for 2015 Water Well Lines – Tecumseh Rd & 108th Ave. N.E. with Hammer Construction, Inc. by \$9,175.10 to revised contract amount of \$831,401.50 and adding 236 Calendar Days, be approved. Staff also recommends final acceptance of Contract K-2021-11, 2015 Water Well Lines – Tecumseh Rd. & 108th Ave N.E. and final payment to Hammer Construction, Inc. in the amount of \$80,399.99.

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE: January 11, 2022
CHANGE ORDER NO.: One (1)
CONTRACT NO.: K-2021-11
PROJECT: WB0212
CONTRACTOR: Hammer
PO Box 721078, Norman, OK 73070

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	180	calendar days	\$822,226.40	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	0.00%
THIS CHANGE ORDER:	236	calendar days	\$9,175.10	1.12%
REVISED AMOUNT:	416	calendar days	\$831,401.50	1.12%
ORIGINAL START DATE:	October 10, 2020			
ORIGINAL COMPLETION DATE:	April 8, 2021			
PREVIOUS COMPLETION DATE:	April 8, 2021			
NEW COMPLETION DATE:	November 30, 2021			

DESCRIPTION:	Increase / Decrease (\$)
<u>CO 1.1 - Additional 6" Pipe:</u> There was an inadvertent gap of 43 LF between the contract limit for the Park Well project and the contract limit for Hammer's contract at the edge of R.O.W. for 108th Ave N.E. This item will add an additional 43 LF to Bid Item No. 2 for 6" pipe (at the contract unit price of \$25.70) in order to reimburse Hammer for additional pipe installation. This will also add 3-Calendar-Days to project duration.	\$1,105.10
<u>CO 1.2 - Additional Solid Slab Sodding:</u> Contract quantity for sod was based on a 5' wide payment width for all pipe to installed in R.O.W./easement areas. However, more than half of the pipe was installed within sloped R.O.W.s (with average slope of 45-degrees), meaning the actual width of sod installed across the payment area was more than 7'. This item will add an additional 1361.904 5Y to Bid Item No. 34 for solid slab sodding (at the contract unit price of \$4.20/5Y) in order to reimburse Hammer for the additional sod installed in these sloped areas. This will also add 2-Calendar-Days to project.	\$5,720.00
<u>CO 1.3 - Drainage Repairs/Upgrades at Well No. 59:</u> An existing storm drain at Well No. 59 was observed to be causing excessive erosion. Although unrelated to this project, it was requested that Hammer furnish a cost proposal to complete repairs and necessary upgrades since they were fully mobilized in the area, and their cost proposal of was deemed fair and reasonable. This will also add 3 Calendar Days to project.	\$2,350.00
<u>CO 1.4 - Time Extension for Various Delays Beyond Contractor Control:</u> Below is a tabulation of all delays experienced by Contractor on this project:	
1. Additional time for CO 1.1 above:	3 Cal. Days
2. Additional time for CO 1.2 above:	2 Cal. Days
3. Additional time for CO 1.3 above:	3 Cal. Days
4. Additional time due to Weather over and above reasonable	60 Cal. Days
5. Additional time to coordinate with NUA to complete disinfection in coordinated manner with new Wells.	168 Cal. Days
Total:	236 Cal. Days

Hammer Construction agrees to complete the work as amended and modified by Change Order No. 1 as described above.

CONTRACTOR:

Hammer

Date: 1-11-2022RECOMMENDED BY
ENGINEER:

Josh Risley, Cardinal/Parkhill

Date: 1/12/2022APPROVED AS TO FORM
AND LEGALITY:

City Attorney

Date: _____

ACCEPTED BY
NORMAN UTILITIES AUTHORITY:

City Manager

Date: _____

Change Order No. 1
Contract K-2021-11

Page 2 of 2

Attachment 1

BID ITEMS:

Bid Item	Description	Units	Original Contract Quantity	Unit Price	Original Contract Amount	Proposed Quantity Increase/	Cost Increase / Decrease	Percent Change
2 (CO 1.1)	6 INCH AWWA C900 DR 18 WATERLINE PIPE	LF	254	\$ 25.70	\$ 6,527.80	43.00	\$1,105.10	16.93%
34 (CO 1.2)	SOLID SLAB SODDING	SY	6651	\$ 4.20	\$ 27,934.20	1361.90	\$5,720.00	20.48%

Original Contract Amount =	\$822,226.40	Subtotal Amendment Items =	\$6,825.10	0.83%
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CHANGE ORDER PAY ITEMS

CO 1.3	Headwall and Drainage Wrok at Well Station S9	Lump Sum	0	\$2,350.00	\$0	1.00	\$2,350.00	N/A
CO 1.4	Time Extension for Various Delays (Time Only)	Lump Sum	0	\$0.00	\$0	0.00	\$0.00	N/A

Subtotal Change Order Items =	\$2,350.00	0.29%
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Total Change Order No. 1 =	\$9,175.10	1.12%
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Original Contract Amount

\$822,226.40

Change Order No. 1

\$9,175.10

1.12%

Revised Contract Amount

\$831,401.50

1.12%

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 6

Owner:	Norman Utilities Authority, 201-C West Gray, Norman, OK 73070		
Project Name:	WB0212 - Water Well Lines Phase II - Tecumseh & 108th Ave. N.E.		
Contract No.	K-2021-11	PO No.	21003649
Start Date:	October 12, 2020	End Date:	November 30, 2021

Contractor:	Hammer Construction, Inc.		
Address:	PO Box 721078, Norman, OK 73070		

Application No.	4 - Final	Application Date:	November 30, 2021
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For the period:	July 1, 2021	thru	November 30, 2021	, inclusive.
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CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount	\$822,226.40
2	Net Change by Change Order(s)	\$9,175.10
3	Revised Contract Amount (Line 1 + Line 2)	\$831,401.50
4	Total Completed To Date	\$831,401.50
5	Stored Materials This Date	\$0.00
6	Total Completed and Stored (Line 4 + Line 5)	\$831,401.50
7	Retainage:	
	a Completed Work at 5% of Line 4	\$0.00
	b Stored Materials at 5% of Line 5	\$0.00
	Total Retainage (Lines 7a + 7b)	\$0.00
8	Total Earned Less Retainage (Line 6 less Line 7)	\$831,401.50
9	Previous Payments:	
	a Previously Paid to Contractor	\$430,643.18
	b Previously Paid to Vendors	\$319,835.83
	Total Previously Paid (Lines 9a + 9b)	\$750,479.01
10	Amount Due This Estimate	
	a Invoices to be Paid by NUA (new materials stored)	\$522.50
	b Amount Due to Contractor	\$80,399.99
	Total Amount Due This Estimate (Line 8 less Line 9)	\$80,922.49
11	Balance to Complete, Including Retainage	\$0.00

Page 2 of 6

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

Contractor: Hammer Construction, Inc.

By: [Signature]

Hammer Project Manager

Date: 3/21/2022

State of: Oklahoma

County of: Oklahoma

Subscribed and sworn to before me this

22 day of March 2022

Notary Public: [Signature]

Jeananne Madden

My Commission expires: 7-17-2025



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$80,399.99

Engineer: Cardinal Engineering

By: [Signature]

Josh Risley, PE

Date: 3/21/2022

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

APPROVAL OF THE OWNER

Owner: Norman Utilities Authority

By: [Signature]

Ken Giannone, Capital Proj. Engr.

Date: 3/21/2022

Page 3 of 6

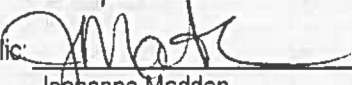
INVOICE AFFIDAVIT

State of: Oklahoma P. O. No. 21003649
 County of: Oklahoma Invoice No. 4 - Final
 Amount \$80,399.99

The undersigned Contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work as shown by this invoice has been completed in accordance with the plans, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Hammer Construction, Inc.By: Hammer Project Manager

Subscribed and sworn to before me this

22 day of March 2022Notary Public: 

Jeananne Madden

My Commission expires: 7-17-2025

THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000.00 CAN BE PROCESSED FOR PAYMENT.

WB0212 - Water Well Lines Phase II - Tecumseh & 108th Ave. N.E. Hammer Construction, Inc. PO Box 721078, Norman, OK 73070					Payment Request No. 4 - Final		Period Ending: 11/30/2021		Page 4 of 6	
					Work Completed					
Bid	Unit				Total	Qty	Qty	Amount	Amount	
Item	Description	Qty	Units	Price	Price	This	Previous	This	Previous	%
1	CLEARING AND GRUBBING	1	LS	\$ 10,815.00	\$10,815.00	0.00	1.00	\$ -	\$ 10,815.00	100.000%
2	6 INCH AWWA C900 DR 18 WATERLINE PIPE	297	LF	\$ 25.70	\$7,632.90	43.00	254.00	\$ 1,105.10	\$ 6,527.80	100.000%
3	12 INCH AWWA C900 DR 18 WATERLINE PIPE	12,072	LF	\$ 38.20	\$461,150.40	0.00	12,072.00	\$ -	\$ 461,150.40	100.000%
4	12 INCH REINFORCED CONCRETE PIPE	11	LF	\$ 36.20	\$398.20	0.00	11.00	\$ -	\$ 398.20	100.000%
5	14 INCH HDPE (DR11)(DIRECTIONAL DRILL)	246	LF	\$ 218.60	\$53,775.60		246.00	\$ -	\$ 53,775.60	100.000%
6	12 INCH X 14 INCH HDPE ADAPTOR	2	EA	\$ 1,577.30	\$3,154.60		2.00	\$ -	\$ 3,154.60	100.000%
7	6 INCH X 1 INCH TAPPING SADDLE	3	EA	\$ 345.50	\$1,036.50	0.00	3.00	\$ -	\$ 1,036.50	100.000%
8	12 INCH X 1 INCH TAPPING SADDLE	2	EA	\$ 364.00	\$728.00	0.00	2.00	\$ -	\$ 728.00	100.000%
9	6 INCH SOLID SLEEVE CONNECTION	5	EA	\$ 225.20	\$1,126.00	0.00	5.00	\$ -	\$ 1,126.00	100.000%
10	12 INCH SOLID SLEEVE CONNECTION	2	EA	\$ 622.40	\$1,244.80	0.00	2.00	\$ -	\$ 1,244.80	100.000%
11	12 INCH PLUG	4	EA	\$ 231.30	\$925.20	0.00	4.00	\$ -	\$ 925.20	100.000%
12	12 INCH X 2 INCH TAP PLUG	4	EA	\$ 267.30	\$1,069.20	0.00	4.00	\$ -	\$ 1,069.20	100.000%
13	LEAK DETECTOR ASSEMBLY AND METER VAULT	1	EA	\$ 2,956.10	\$2,956.10	0.00	1.00	\$ -	\$ 2,956.10	100.000%
14	6 INCH X 6 INCH MJ TEE	0	EA	\$ -	\$0.00		0.00	\$ -	\$ -	#DIV/0!
15	12 INCH X 6 INCH MJ TEE	4	EA	\$ 616.60	\$2,466.40	0.00	4.00	\$ -	\$ 2,466.40	100.000%
16	12 INCH X 12 INCH MJ TEE	2	EA	\$ 682.60	\$1,365.20	0.00	2.00	\$ -	\$ 1,365.20	100.000%
17	12 INCH X 6 INCH MJ REDUCER	4	EA	\$ 379.00	\$1,516.00	0.00	4.00	\$ -	\$ 1,516.00	100.000%
18	6 INCH MJ GATE VALVE AND BOX	8	EA	\$ 1,009.40	\$8,075.20	0.00	8.00	\$ -	\$ 8,075.20	100.000%
19	12 INCH MJ GATE VALVE AND BOX	10	EA	\$ 2,490.90	\$24,909.00	0.00	10.00	\$ -	\$ 24,909.00	100.000%
20	6 INCH FIRE HYDRANT ASSEMBLY	12	EA	\$ 4,109.70	\$49,316.40	0.00	12.00	\$ -	\$ 49,316.40	100.000%
21	6 INCH MJ 90 DEG BEND	1	EA	\$ 257.50	\$257.50	0.00	1.00	\$ -	\$ 257.50	100.000%
22	12 INCH MJ 11.25 DEGREE BEND	10	EA	\$ 523.20	\$5,232.00	0.00	10.00	\$ -	\$ 5,232.00	100.000%
23	12 INCH MJ 22.5 DEGREE BEND	6	EA	\$ 533.50	\$3,201.00	0.00	6.00	\$ -	\$ 3,201.00	100.000%
24	12 INCH MJ 45 DEGREE BEND	3	EA	\$ 554.30	\$1,662.90	0.00	3.00	\$ -	\$ 1,662.90	100.000%
25	12 INCH MJ 90 DEGREE BEND	1	EA	\$ 590.10	\$590.10	0.00	1.00	\$ -	\$ 590.10	100.000%
26	12 INCH FLARED END SECTION	1	EA	\$ 1,261.50	\$1,261.50	0.00	1.00	\$ -	\$ 1,261.50	100.000%
27	4 FOOT MANHOLE	2	EA	\$ 2,321.60	\$4,643.20	0.00	2.00	\$ -	\$ 4,643.20	100.000%
28	2 INCH BLOW OFF	1	EA	\$ 1,711.90	\$1,711.90	0.00	1.00	\$ -	\$ 1,711.90	100.000%
29	AIR RELIEF VALVE	1	EA	\$ 3,042.60	\$3,042.60	0.00	1.00	\$ -	\$ 3,042.60	100.000%
30	WEATHERHEAD ON 4 INCH X 4 INCH POST	7	EA	\$ 220.60	\$1,544.20	0.00	7.00	\$ -	\$ 1,544.20	100.000%
31	REMOVE AND REPLACE EXISTING CURB AND GUTTER	28	LF	\$ 69.20	\$1,937.60	0.00	28.00	\$ -	\$ 1,937.60	100.000%
32	REMOVE AND REPLACE HOT MIX ASPHALTIC CONCRETE DRIVE	300	SY	\$ 86.50	\$25,950.00	0.00	300.00	\$ -	\$ 25,950.00	100.000%
33	REMOVE AND REPLACE CONCRETE DRIVEWAY	60	SY	\$ 89.40	\$5,364.00	0.00	60.00	\$ -	\$ 5,364.00	100.000%
34	SOLID SLAB SODDING	8,013	SY	\$ 4.20	\$33,654.20	5012.90	3000.00	\$ 21,054.20	\$ 12,600.00	100.000%
35	PRESSURE TESTING, DISINFECTION, AND CHLORINATION	1	LS	\$ 1,586.20	\$1,586.20	0.00	1.00	\$ -	\$ 1,586.20	100.000%
36	CONSTRUCTION STAKING AND GPS AS-BUILT SURVEY	1	LS	\$ 14,420.00	\$14,420.00	0.00	1.00	\$ -	\$ 14,420.00	100.000%
37	CONSTRUCTION AND TRAFFIC CONTROL	1	LS	\$ 9,373.00	\$9,373.00	0.00	1.00	\$ -	\$ 9,373.00	100.000%
38	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LS	\$ 5,479.60	\$5,479.60	0.00	1.00	\$ -	\$ 5,479.60	100.000%
39	MOBILIZATION AND INSURANCE	1	LS	\$ 11,536.00	\$11,536.00	0.00	1.00	\$ -	\$ 11,536.00	100.000%
40	TRAFFIC BOUND SURFACE COURSE TYPE E	50	TONS	\$ 64.90	\$3,245.00	0.00	50.00	\$ -	\$ 3,245.00	100.000%
41	PLUG ABANDONED WATER LINES	1	LS	\$ 1,874.60	\$1,874.60	0.00	1.00	\$ -	\$ 1,874.60	100.000%
42	SWPPP DOCUMENTATION AND MANAGEMENT	1	LS	\$ 2,307.20	\$2,307.20	0.00	1.00	\$ -	\$ 2,307.20	100.000%
43	SITE RESTORATION	12,337	LF	\$ 3.90	\$48,114.30	4337.00	8000.00	\$ 16,914.30	\$ 31,200.00	100.000%
44	OSHA TRENCH SAFETY	12,337	LF	\$ 0.60	\$7,402.20	0.00	12,337.00	\$ -	\$ 7,402.20	100.000%
45	CO 1.3 - Drainage Work at Well No. 59	1	LS	\$ 2,350.00	\$2,350.00	1.00	0.00	\$ 2,350.00	\$ -	100.000%
TOTALS =					\$831,401.50			\$41,423.60	\$789,977.90	\$831,401.50 98.908%
NOTES:										
1. Quantity of Line Item No. 2 has been increased by 43 LF as per Change Order No. 1										
2. Quantity of Line Item No. 34 has been increased by 1361.904 SY as per Change Order No. 1										
3. Line Item No. 45 was added as per Change Order No. 1										

WB0212 - Water Well Lines Phase II - Tecumseh & 108th Ave. N.E.					Payment Request No.		4- Final												Period Ending: 11/30/2021	
Hammer Construction, Inc.					Materials Summary										Page 5 of 6		6			
Item	Supplier	Invoice Number	Invoice Date	Description	Pay Estimate	Invoice Total	Total Amount Paid	% Paid	Invoice Balance	Est. #1 Materials Installed	Est. #2 Materials Installed	Est. #3 Materials Installed	Est. #4 Materials Installed	Est. #5 Materials Installed	Est. #6 Materials Installed	Materials Installed	Materials Remaining	%		
1	Pioneer Supply	INV 6175	10/05/20	12 x 20 C900		\$116,424.00		100%	\$116,424.00	\$58,212.00	\$40,000.00	\$18,212.00				\$116,424.00	\$0.00	0%		
2	Pioneer Supply	INV6271	10/07/20	12 x 20 C900		\$87,318.00		100%	\$87,318.00	\$43,659.00	\$21,750.00	\$21,909.00				\$87,318.00	\$0.00	0%		
3	Pioneer Supply	INV7202	10/31/20	6 x 20 C900 and fittings		\$24,076.80		100%	\$24,076.80	\$20,000.00	\$3,000.00	\$1,076.80				\$24,076.80	\$0.00	0%		
4	Pioneer Supply	INV7228	11/07/20	gaskets, valves and test station		\$9,284.85		100%	\$9,284.85	\$4,642.42	\$2,726.32	\$1,916.11				\$9,284.85	\$0.00	0%		
5	Pioneer Supply	INV7295	11/08/20	poly wrap and chlorine		\$182.35		100%	\$182.35	\$80.00	\$40.00	\$62.35				\$182.35	\$0.00	0%		
6	Pioneer Supply	INV7311	11/10/20	14x40 DR11 HDPE		\$6,451.20		100%	\$6,451.20	\$6,451.20						\$6,451.20	\$0.00	0%		
7	Pioneer Supply	INV7464	11/16/20	thrust anchors and saddle		\$670.00		100%	\$670.00	\$670.00						\$670.00	\$0.00	0%		
8	Pioneer Supply	INV7535	11/16/20	fittings		\$776.00		100%	\$776.00	\$776.00						\$776.00	\$0.00	0%		
9	Pioneer Supply	INV7782	11/23/20	chlorine		\$89.80		100%	\$89.80	\$89.80						\$89.80	\$0.00	0%		
10	Pioneer Supply	INV7938	11/24/20	valve extension		\$78.75		100%	\$78.75	\$78.75						\$78.75	\$0.00	0%		
11	Pioneer Supply	INV8099	11/30/20	chlorine		\$67.35		100%	\$67.35	\$67.35						\$67.35	\$0.00	0%		
12	Pioneer Supply	INV8481	12/18/20	epoxy and lube		\$255.50		100%	\$255.50	\$255.50						\$255.50	\$0.00	0%		
13	Pioneer Supply	INV8501	12/20/20	brass nipples		\$26.00		100%	\$26.00	\$26.00						\$26.00	\$0.00	0%		
14	Pioneer Supply	INV8913	12/29/20	fittings		\$580.26		100%	\$580.26	\$580.26						\$580.26	\$0.00	0%		
15	Pioneer Supply	INV8887	12/29/20	fittings		\$776.00		100%	\$776.00	\$776.00						\$776.00	\$0.00	0%		
16	Pioneer Supply	INV8891	12/29/20	fittings		\$4,212.40		100%	\$4,212.40	\$4,212.40						\$4,212.40	\$0.00	0%		
17	Pioneer Supply	INV8908	12/29/20	Long sleeve		\$307.50		100%	\$307.50	\$307.50						\$307.50	\$0.00	0%		
18	Pioneer Supply	INV8956	12/30/20	fittings and valves		\$4,371.97		100%	\$4,371.97	\$4,371.97						\$4,371.97	\$0.00	0%		
19	Dolese	AGDM206204	11/05/20	Screened Sand		\$228.05		100%	\$228.05	\$228.05		\$0.03				\$228.05	\$0.00	0%		
20	Dolese	AGDM206203	11/05/20	ODOT type A		\$226.24		100%	\$226.24	\$226.24						\$226.24	\$0.00	0%		
21	Dolese	AG20138017	11/06/20	ODOT type A		\$298.63		100%	\$298.63	\$298.63						\$298.63	\$0.00	0%		
22	Dolese	AG20138016	11/06/20	Screened Sand		\$169.97		100%	\$169.97	\$169.97						\$169.97	\$0.00	0%		
23	Dolese	AG20138707	11/09/20	Screened Sand		\$289.98		100%	\$289.98	\$289.98						\$289.98	\$0.00	0%		
24	Dolese	AG20139869	11/11/20	ODOT type A		\$500.43		100%	\$500.43	\$500.43						\$500.43	\$0.00	0%		
25	Dolese	AG20143392	11/19/20	ODOT type A		\$307.60		100%	\$307.60	\$307.60						\$307.60	\$0.00	0%		
26	Dolese	AG20144007	11/20/20	ODOT type A		\$201.41		100%	\$201.41	\$201.41						\$201.41	\$0.00	0%		
27	Dolese	AG20144629	11/23/20	Screened Sand		\$234.26		100%	\$234.26	\$234.26						\$234.26	\$0.00	0%		
28	Dolese	AG20145074	11/24/20	Screened Sand		\$81.77		100%	\$81.77	\$81.77						\$81.77	\$0.00	0%		
29	Dolese	AGDM206363	12/01/20	Screened Sand		\$237.42		100%	\$237.42	\$237.42						\$237.42	\$0.00	0%		
30	Dolese	AG20149190	12/08/20	ODOT type A		\$236.65		100%	\$236.65	\$236.65						\$236.65	\$0.00	0%		
31	Dolese	AG20151096	12/11/20	ODOT type A		\$306.27		100%	\$306.27	\$306.27						\$306.27	\$0.00	0%		
32	Dolese	AG20154110	12/22/20	ODOT type A		\$220.51		100%	\$220.51	\$220.51						\$220.51	\$0.00	0%		
33	Dolese	AG20154111	12/22/20	ODOT type A		\$105.47		100%	\$105.47	\$105.47						\$105.47	\$0.00	0%		
34	Dolese	AG20156019	12/30/20	ODOT type A		\$193.49		100%	\$193.49	\$193.49						\$193.49	\$0.00	0%		
35	Dolese	AG20156218	12/31/20	ODOT type A		\$399.10		100%	\$399.10	\$399.10						\$399.10	\$0.00	0%		
36	Dolese	AG21002665	01/08/21	ODOT type A		\$600.04		100%	\$600.04	\$600.04						\$600.04	\$0.00	0%		
37	Nance Precast	31847	12/11/20	Risers and Rings		\$674.92		100%	\$674.92	\$674.92						\$674.92	\$0.00	0%		
38	Nance Precast	31898	12/21/20	Manhole, grades, rings, rcp		\$1,773.38		100%	\$1,773.38	\$1,000.00	\$250.00	\$523.38				\$1,773.38	\$0.00	0%		
39	Maxwell Supply	940691	11/23/20	tape, twine, paint		\$108.10		100%	\$108.10	\$108.10						\$108.10	\$0.00	0%		
40	Maxwell Supply	940686	11/23/20	silt fence, wattle, and stakes		\$158.09		100%	\$158.09	\$158.09						\$158.09	\$0.00	0%		
41	Maxwell Supply	940688	11/23/20	rebar		\$1,111.00		100%	\$1,111.00	\$1,111.00						\$1,111.00	\$0.00	0%		
42	Maxwell Supply	942244	12/07/20	tape and oil		\$196.86		100%	\$196.86	\$196.86						\$196.86	\$0.00	0%		
43	Maxwell Supply	944478	12/28/20	expansion joints, rebar		\$474.45		100%	\$474.45	\$474.45						\$474.45	\$0.00	0%		
44	Pioneer Supply	INV9031	01/11/21	tracer wire, tee, ell, plug		\$10,469.10		100%	\$10,469.10	\$10,469.10						\$10,469.10	\$0.00	0%		
45	Pioneer Supply	INV9024	01/11/21	valves, ell, gasket		\$3,354.80		100%	\$3,354.80	\$3,354.80						\$3,354.80	\$0.00	0%		
46	Pioneer Supply	INV9021	01/11/21	valves, adapter, gasket, tee		\$14,855.42		100%	\$14,855.42	\$14,855.42						\$14,855.42	\$0.00	0%		
47	Pioneer Supply	INV9014	01/11/21	ell, long sleeve, restraint		\$1,342.75		100%	\$1,342.75	\$1,342.75						\$1,342.75	\$0.00	0%		
48	Pioneer Supply	INV9364	01/20/21	coupling, saddle, ball and lock		\$2,314.40		100%	\$2,314.40	\$2,314.40						\$2,314.40	\$0.00	0%		
49	Pioneer Supply	INV9887	03/07/21	gaskets, valves and test station		\$1,813.40		100%	\$1,813.40	\$1,813.40						\$1,813.40	\$0.00	0%		
50	Nance Precast	32127	01/14/21	31" cover		\$122.15		100%	\$122.15	\$122.15						\$122.15	\$0.00	0%		
51	Schwarz	254625	01/05/21	6.5 yds concrete		\$767.00		100%	\$767.00	\$767.00						\$767.00	\$0.00	0%		
52	Schwarz	254629	01/18/21	5 yds concrete		\$640.00		100%	\$640.00	\$640.00						\$640.00	\$0.00	0%		
53	Schwarz	254414	01/21/21	9 yds concrete		\$1,152.00		100%	\$1,152.00	\$1,152.00						\$1,152.00	\$0.00	0%		
54	Schwarz	254888	01/29/21	5.5 yds concrete		\$704.00		100%	\$704.00	\$704.00						\$704.00	\$0.00	0%		
55	Schwarz	255182	02/03/21	7 cy concrete		\$896.00		100%	\$896.00	\$896.00						\$896.00	\$0.00	0%		
56	Maxwell Supply	948997	02/02/21	brush and twister		\$26.03		100%	\$26.03	\$26.03						\$26.03	\$0.00	0%		
57	Maxwell Supply	948995	02/02/21	rebar		\$666.60		100%	\$666.60	\$666.60						\$666.60	\$0.00	0%		
58	Dolese	AG21011709	01/28/21	ODOT type A		\$394.42		100%	\$394.42	\$394.42						\$394.42	\$0.00	0%		
59	Dolese	AG21014952	02/04/21	ODOT type A		\$192.81		100%	\$192.81	\$192.81						\$192.81	\$0.00	0%		
60	Dolese	AG21015590	02/05/21	ODOT type A		\$201.41		100%	\$201.41	\$201.41						\$201.41	\$0.00	0%		
61	Dolese	AG21016064	01/01/21	ODOT type A		\$763.71		100%	\$763.71	\$763.71						\$763.71	\$0.00	0%		
62	TJC	943823	01/19/21	HOT MIX ASPHALT		\$409.13		100%	\$409.13	\$409.13						\$409.13	\$0.00	0%		
63	TJC	943824	01/22/21	HOT MIX ASPHALT		\$546.69		100%	\$546.69	\$546.69						\$546.69	\$0.00	0%		
64	Maxwell Supply	949244	02/03/21	REBAR		\$983.02		100%	\$983.02	\$983.02						\$983.02	\$0.00	0%		
65	Pioneer Supply	INV10503	02/28/21	Bands and Galv. Steel		\$159.85		100%	\$159.85			\$159.85				\$159.85	\$0.00	0%		
66	Pioneer Supply	INV11044	03/12/21	Long sleeve		\$153.75		100%	\$153.75			\$153.75				\$153.75	\$0.00	0%		
67	Pioneer Supply	INV11387	03/26/21	MATERIAL		\$2,359.25		100%	\$2,359.25			\$2,359.25				\$2,359.25	\$0.00	0%		
68	Pioneer Supply	INV11389	03/26/21	BOX AND LID		\$33.00		100%	\$33.00			\$33.00				\$33.00	\$0.00	0%		
69	Pioneer Supply	INV11578	03/29/21	14X40 HDPE		\$1,075.20		100%	\$1,075.20	\$1,075.20						\$1,075.20	\$0.00	0%		
70	Pioneer Supply	INV11784	03/31/21	tracer wire, tee, ell, plug		\$65.00		100%	\$65.00			\$65.00				\$65.00	\$0.00	0%		
71	Pioneer Supply	INV12047	04/09/21	MATERIAL		\$875.75		100%	\$875.75			\$875.75				\$875.75	\$0.00	0%		
72	Pioneer Supply	INV12029	04/09/21	MATERIAL		\$1,680.61		100%	\$1,680.61			\$1,680.61				\$1,680.61	\$0.00	0%		
73	Pioneer Supply	INV12017	04/09/21	BOLT AND NUT		\$17.80		100%	\$17.80			\$17.80</								

Invoice

Mid America Hydro Tech

36376 Anderson rd
 Macomb, OK 74852
 Office 405-598-1772
 FAX 405-598-1335

Date	Invoice #
10/15/2021	3126

Bill To
City of Norman 3000 East Robinson Norman OK, 73071

Ship To
City of Norman 3000 East Robinson Norman OK 73071

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Net 30	DS	10/15/2021	MAHT	wtp		
Quantity	Item Code	Description			U/M	Price Each	Amount
110	Sodium hypochlo...	12.5% liquid Bleach			gal	4.75	522.50
THANK YOU FOR YOUR VALUED BUSINESS.					Total \$522.50		

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-96: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$17,564 FOR A REVISED CONTRACT AMOUNT OF \$75,664 FOR PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-96: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$17,564 FOR A REVISED CONTRACT AMOUNT OF \$75,664 FOR PORTER AVENUE WATER LINE REPLACEMENT PROJECT, PHASE II

BACKGROUND:

In conjunction with the Public Works Department plans to move forward with the Porter Avenue Streetscape project, the Norman Utilities Authority will replace aging waterlines in the area prior to the streetscape work. Replacement of these water lines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. Phase I of this project (between Gray Street and Rich Street) was recently completed and Phase II will replace waterlines between Alameda Street and Main Street, and Rich Street and Robinson Street.

Garver, LLC is the engineer for the entire streetscape work and for the Phase I waterline improvements. Contract K-2021-96 was approved by Council on February 9, 2021 for \$58,100 with Garver, LLC to provide design services for the Phase II waterline improvements.

DISCUSSION:

After obtaining final plans, staff determined the need to move the waterline north of Rich Street to the west side of the road in order to minimize impact and avoid crossing multiple existing storm sewers. Staff requested Garver edit the plans to reflect this change. Since the majority of the plans were already completed, Garver requested an amendment in the amount of \$17,564 to the existing contract to pay for these revisions.

Funding for the \$17,564 will be from the Porter Avenue Waterline Replacement, Design account (31996683-46201; Project WA0354) which has an available balance of \$30,500.

RECOMMENDATION:

Staff recommends the NUA approve Amendment No. 1 to Contract K-2021-96 with Garver, LLC to increase the contract amount by \$17,564 for a revised total of \$75,664 to pay for additional design services for the Phase II – Porter Avenue Waterline Replacement project.

**AMENDMENT NO. 1
AGREEMENT
FOR
ENGINEERING SERVICES**

This Amendment No. 1 dated this _____ day of _____ 2022 is made a part of the Agreement dated February 9, 2021, between the Norman Utilities Authority (OWNER) and Garver, LLC (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this _____ day of _____ 20_____.

Garver, LLC – ENGINEER

ATTEST

By:	_____	_____
Printed Name:	_____	_____
Title:	_____	_____

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:	_____	_____
Printed Name:	Breea Clark	Brenda Hall
Title:	Chairman	Secretary

ATTACHMENT A

PORTER AVENUE WATERLINE REPLACEMENT PHASE II AMENDMENT NO. 1 – SCHEDULE

Task	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	July 2022	Aug 2022	Sep 2022
1	Previously Completed											
2												
3												
4												
5												

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

ATTACHMENT B

PORTER AVENUE WATERLINE REPLACEMENT PHASE II AMENDMENT NO. 1 – SCOPE OF SERVICES

The original work scope for the Porter Waterline Replacement Phase 2 project consisted of Tasks 1.0 through 5.0 to provide engineering services for the construction plans to replace existing 6, 8, and 12-inch water lines along Porter Avenue from Alameda Street to Robinson Street except for the prior replacement associated with the Porter and Acres Intersection project.

It has been determined that the best way to facilitate construction of the replacement waterline is to move the line north of Rich Street (Line B) to the west side of Porter Avenue in order to minimize impact and avoid crossing multiple existing storm sewers. This will require redesign under Task 2.0 – Final Design services.

Work is to be performed in accordance with terms set forth in the previous agreement.

The revised scope of work in Amendment No. 1 will include and amend original Tasks 2.0 identified in “Attachment B, Scope of Work”.

ATTACHMENT C
PORTER AVENUE WATERLINE REPLACEMENT PHASE II
AMENDMENT NO. 1 – COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original	Amendment 1	Total
1.0	Preliminary Engineering	\$31,500	-	\$31,500
2.0	Final Design	\$22,500	\$17,564	\$40,064
3.0	Bidding	\$1,000	-	\$1,000
4.0	Limited Construction Administration	\$1,100	-	\$1,100
5.0	As-Built Drawings/Documents	\$2,000	-	\$2,000
	Total Fee	\$58,100	\$17,564	\$75,664

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.

AGREEMENT
FOR
ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Cabbiness Engineering, LLC (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to design and bid the PROJECT consisting of water line replacements from Robinson Street to Alameda Street;

WHEREAS, the PROJECT, in addition to Phase I which replaced the water lines associated with the Porter Acres Intersection project currently being completed, will ensure that new water lines are in place prior to completion of new paving and ancillary improvements;

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 2/9/2021.

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 operations reports, record drawings, and equipment manuals for the WRF. 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 and Workshops: OWNER will participate in progress meetings and workshops with ENGINEER or contractor(s) defined in Attachment B, 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. ENGINEER shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

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, 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. ENGINEER agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all third party tort claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) from bodily injury (including death) or tangible property damage caused by a negligent act, error, or omission of ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless 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 recoverable under applicable law) 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. 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 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 and security 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: Bret Cabiness, P.E.
Cabiness Engineering, LLC
1016 24th Avenue NW
Norman, OK 73069
405-329-2555

OWNER: Rachel Croft
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-217-7778
Rachel.Croft@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 - 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

ARTICLE 19 - 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____.

Cabbiness Engineering, LLC – ENGINEER

ATTEST

By:

Printed
Name:

Title:

J. Bret Cabbiness
J. BRET CABBINESS
PRESIDENT

Vicki Cabbiness
Vicki Cabbiness
Business Manager

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 5 day of February, 2021.

[Signature]
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this 9th day of February, 2021.

By:

Printed
Name:

Title:

Brea Clark

Brea Clark

Chairman



Brenda Hall
Brenda Hall
Secretary

ATTACHMENT A

SCHEDULE

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task	Feb 2021	March 2021	April 2021	May 2021	June 2021	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021
1											
2											
3											
4											
5											

ATTACHMENT B

SCOPE OF SERVICES

General Project Scope:

The general scope of work for this project will be the development of construction plans for the water line replacement for sections of 12-inch and 8-inch water line along Porter Avenue and the adjoining streets generally from Robinson Street to Alameda Street in the City of Norman. All design and construction requirements of the City of Norman will be followed for the replacement of approximately 5,000 linear feet of 12-inch and 1,500 linear feet of 8-inch water lines. It is understood the scope of work will encompass, but not be limited to: research of existing public and private utility owners; development of a preliminary construction plans; identification of potential construction issues and preliminary estimated construction costs; participation in a preliminary review meeting with staff and other stakeholders; conduct utility conferences with all effected utility line owners; completion of final construction plans for review; participate in a final review meeting with staff; prepare bid documents for the owner to advertise and take competitive bids; provide limited construction administration support services; and the culmination of the project by the delivery of as-built plans.

Task 1 – Preliminary Design

The Engineer will provide preliminary design services for the project including:

- A. Coordinate and hold a project kickoff meeting with the owner to outline the project scope and anticipated project schedule. The meeting will include gathering of project expectations by the owner staff members and the design team;
- B. Conduct a field reconnaissance of the project area looking at above ground features and potential construction issues;
- C. Perform topographic survey for the project;
- D. Prepare Preliminary Construction Plans (65% Complete) for review by the owner. The preliminary construction plans will show the existing topographical ground features, existing utilities, existing and proposed water lines, domestic and fire service reconnections, detailed designs for tie-ins and intersections at zoomed scales, restoration requirements, any additional right-of-way or easements required for construction, and preliminary construction quantities;
- E. Prepare preliminary construction cost estimate;
- F. Participate in review meeting with Owner.

Task 2 – Final Design

The Engineer will provide final design services including:

- A. Incorporate review comments from 65% plan review;
- B. Prepare construction plans, specifications, and supporting documents for the project; The final construction plans will include, but are not limited to:
 - 1. Professional engineer's sealed and signed title sheet
 - 2. Location map
 - 3. Estimated quantities and pay items
 - 4. General construction notes
 - 5. Construction quantity summary sheets
 - 6. Plan and profile sheets
 - 7. Construction detail sheets
 - 8. Erosion control sheets
 - 9. Storm water management plan.
- C. Participate in review meeting for final plans;
- D. Incorporate final comments; and
- E. Issue final construction plans and specifications for Owner approval.

Task 3 – Bidding

The Engineer will provide bidding services for the project including the following:

- A. Distribute electronic plans to prospective bidders and maintain plan holder list;
- B. Hold pre-bid meeting including preparation of agenda and minutes;
- C. Issue addenda as required;
- D. Prepare Engineer's Estimate for the proposed project incorporating addenda;
- E. Review bids, prepare bid tabulation, and provide contract award recommendation; and
- F. Provide conformed contract documents in hardcopy (3 sets of 11x17) and in electronic (PDF) format.

Task 4 – Limited Construction Administration

The owner will provide the overall project management and on-site construction inspection for the duration of the project's construction. The Engineer will provide limited construction administration and assist the owner in monitoring the construction progress for the project as follows:

- A. Coordinate and lead a pre-construction meeting;
- B. Review and approve all shop drawings and material submittals;
- C. Review and respond to all requests for information (RFI's);
- D. Review and approve monthly and final pay claims;
- E. Prepare change orders and/or contract amendments;
- F. Attend monthly project meetings;
- G. Participate in final inspection and prepare punch list;
- H. Participate in punch list inspection; and
- I. Provide recommendation to accept upon completion of the work in accordance with the contract documents.

Task 5 – As-Built Drawings/Documents

Upon completion of construction and acceptance of the project by the owner, the Engineer will:

- A. Update the original construction plans to reflect the project's actual construction. The as-built plans will reflect the owner provided mark-ups that will be provided by the owner and/or contractor to the Engineer at the final inspection. All changes and deviations from the original construction plans will be highlighted in red ink in accordance with standard drafting practices.
- B. The Engineer will provide all as-built drawing files, in the most current AutoCAD format, as well as one (1) electronic copy (PDF file format) of the as-built plans and GIS layers for new water lines and appurtenances.

ATTACHMENT C

COMPENSATION

The OWNER will compensate the ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Task	Task Description	Total Fee Amount
1.0	Preliminary Engineering	\$31,500
2.0	Final Design	\$22,500
3.0	Bidding	\$1,000
4.0	Limited Construction Administration	\$1,100
5.0	As-Built Drawings/Documents	\$2,000
Total		\$58,100

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.

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-114: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND TRICORE GROUP, LLC. INCREASING THE CONTRACT AMOUNT BY \$8,500 FOR A REVISED CONTRACT AMOUNT OF \$39,000 FOR THE COMPOST FACILITY SCALE HOUSE PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-114: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND TRICORE GROUP, LLC. INCREASING THE CONTRACT AMOUNT BY \$8,500 FOR A REVISED CONTRACT AMOUNT OF \$39,000 FOR THE COMPOST FACILITY SCALE HOUSE PROJECT.

BACKGROUND:

The Compost Facility Scale House project (SA0019) will modify the existing City compost facility layout located at Bratcher Minor Road west of Jenkins to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate.

Contract K-2021-114 was approved on May 25, 2021 for \$30,500.00 between the NMA and TriCore Group, LLC. for engineering services associated with this project.

DISCUSSION:

The installation of a modular building was part of the original contract but it was determined a permanent structure would best suit the needs of the facility. In order to design a permanent building, Engineers need to hire an outside architectural consultant.

The amendment to Contract K-2021-114 increases the contract amount by \$8,500 to pay for architectural services needed for designing the permanent scale house building. There are sufficient funds in SA0019-DESIGN (33999975-46201) to pay for these services.

RECOMMENDATION:

Staff recommends the NMA approve Amendment No. 1 to Contract K-2021-114 with TriCore Group, LLC. to increase the contract amount by \$8,500 for a revised total of \$39,000 to pay for architectural services for the Compost Facility Scale House project.

Amendment No. 1
Contract K-2021-114

**AMENDMENT NO. 1
AGREEMENT
FOR
ENGINEERING SERVICES**

This Amendment No. 1 dated this 4th day of April, 2022, is made a part of the Agreement dated May 25, 2021, between the Norman Municipal Authority (OWNER) and TriCore Group, LLC. (ENGINEER) for professional engineering services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement are amended and supplemented as described in Attachment B, attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

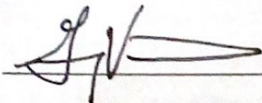
Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

Amendment No. 1
Contract K-2021-114

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this AGREEMENT.

DATED this 4th day of April, 2022.

TriCore Group, LLC – ENGINEER

By: 

ATTEST

Printed
Name: Greg Vance

Title: Managing Member

Norman Municipal Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney

APPROVED by the Trustees of the Norman Municipal Authority this _____ day of _____, 20____.

ATTEST

By: _____

Printed
Name: Brea Clark

Title: Chairman

Brenda Hall

Secretary

ATTACHMENT A

COMPOST FACILITY SCALE HOUSE AMENDMENT NO. 1 – SCHEDULE

Task	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022
1								
2								
3								
4								
5								

Failure of ENGINEER to comply with above schedule for various tasks or subtasks may result in OWNER's termination of this AGREEMENT.

ATTACHMENT B

COMPOST FACILITY SCALE HOUSE AMENDMENT NO. 1 – SCOPE OF SERVICES

The original work scope for the Compost Facility Scale House project consisted of Tasks 1.0 through 5.0 to provide engineering services for the construction plans for the Compost Facility Scale House and other minor modifications to the compost facility layout to facilitate a more efficient operation for the public and facility.

In order to best meet current and future needs of the Compost Facility, the OWNER requested that the ENGINEER provide architectural plans for the construction of a permanent scale house. This includes:

- Architectural design services required for the design of a permanent scale house, including floor plan, ceiling plan, exterior elevations, interior elevations, basic structural system, basic mechanical, electrical, and plumbing systems;
- Cost estimate for the construction of the designed permanent scale house;
- Furniture, fixture, and equipment specifications to meet the intended use of the facility – all furniture, fixture, and equipment shall be defined with the owner and the end users and shall include but not limited to office furniture, common area furniture, and break room appliances;
- All specifications required for construction;
- Electrical load verification and design performed by a licensed electrical engineer for the proposed scales and scale house;
- Submission of digital and hard copy Construction Documents and Building Permit Application to the appropriate Departments at the City of Norman and response to any comments relating to approval and issuance of a construction permit.
- Fees shall be paid by the OWNER.

Work is to be performed in accordance with terms set forth in the previous agreement.

Scope of work for architectural design will include and amend original Tasks 2.0, 4.0, and 5.0 identified in "Attachment B, Scope of Work".

ATTACHMENT C
COMPOST FACILITY SCALE HOUSE
AMENDMENT NO. 1 – COMPENSATION

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Activity	Task Description	Original	Amendment 1	Total
	DETAILED DESIGN & CONSTRUCTION			
1.0	Preliminary Engineering	\$15,000	\$0	\$15,000
2.0	Final Design	\$10,000	\$6,500	\$16,500
3.0	Bidding	\$2,500	\$0	\$2,500
4.0	Limited Construction Administration	\$2,000	\$1,000	\$3,000
5.0	As-Built Drawing/Documents	\$1,000	\$1,000	\$2,000
	Subtotal	\$30,500	\$8,500	\$39,000
	Total Fee	\$30,500	\$8,500	\$39,000

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.

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-117: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RONALD LAWRENCE AND KAREN RENEE PAGE IN THE AMOUNT OF \$450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3101 SILVERADO WAY PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING FOR THE WATER TREATMENT PLANT LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 4/12/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-117: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RONALD LAWRENCE AND KAREN RENEE PAGE IN THE AMOUNT OF \$450,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3101 SILVERADO WAY PLUS CLOSING COSTS TO BE DETERMINED PRIOR TO CLOSING FOR THE WATER TREATMENT PLANT LAND AND AUTHORIZE THE GENERAL MANAGER TO EXECUTE ALL CLOSING DOCUMENTS AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman water system is supplied with water from the Vernon Campbell Water Treatment Plant (WTP) with water originating from Lake Thunderbird, the groundwater well system, and the City of Oklahoma City (OKC) wholesale connection. The WTP is located on 36 acres of land with approximately 14.7 acres within floodway or floodplain.

On August 25, 2009, Contract K-0910-29 with Wynn Construction, Inc., for the WTP Phase I Expansion project was approved. This project increased treatment capacity from 14 to 17 million gallons per day (MGD) and rehabilitated essential equipment. The project was completed in 2010 and generally included:

- Rehabilitate existing electrical and SCADA infrastructure and provide new electrical building to accommodate future WTP expansions;
- Construction of a new emergency generator;
- Installation of a new solids contact clarifier,
- Rehabilitation of existing solids contact clarifier no. 3;
- Replacement of filter media in eight filters;
- Replacement of distribution system pump motors;
- Replacement of our lime, alum and carbon dioxide feed systems; and
- Replacement of the powdered activated carbon feed system.

In August 2014, the 2060 Strategic Water Supply Plan (SWSP) was completed after a lengthy public process, to determine the path forward to ensure adequate water supplies to meet growth for the City of Norman out to 2060. The recommended/selected supply “Portfolio 14” included the use of existing water supplies, additional groundwater supply, conservation and non-potable water reuse, and primarily indirect potable reuse through Lake Thunderbird augmentation from highly treated water from the Water Reclamation Facility (indirect potable reuse).

On April 8, 2014, Contract K-1617-121 with the Foley Company for the WTP Phase II Upgrade project was approved. The WTP Phase II Upgrade project was a large component of the 2015 water rate increase to improve taste and odor for the WTP, improve disinfection, and set up the facility for future non-potable reuse. This project was completed in 2019 and included the following improvements:

- New 17 MGD ozone system;
- Ultraviolet disinfection system;
- On-site hypochlorite solution generation system;
- Intermediate (low lift) pump station;
- New chemical feed equipment and chemical feed building;
- New maintenance building;
- New administration building addition and architectural improvements to the existing filter building
- Rehabilitation of high pressure zone pump station; and
- Associated electrical and control system improvements.

On May 11, 2021, Contract K-2021-121 with Biostar E Light JV, LLC was approved to install solar photovoltaic panels to generate 667 kilowatts (kW) of electricity. The panels are to be installed within the current open space in the northeast section of the existing WTP site and will effectively fully utilize the last remaining space with the facility.

DISCUSSION:

In December 2021, property located at 3101 Silverado Way was listed for sale. The property is part of the Boeskin Acres development as established by that respective Certificate of Survey, is 30 acres in size, and is zoned agricultural. The general location of the property is immediately abutting the south property line of the WTP and is south of East Robinson Avenue and is west of 36th Avenue Northwest.

Numerous improvements have been completed at the WTP but future improvements and additional land area will be required to provide reliable, resilient water service out to 2060. Potential uses for this property include:

1. **Second Raw Water Tank:** A second raw water tank will provide resiliency and redundancy to the raw water delivery system. The current site elevation will allow the tank to serve the plant by gravity (as with the current tank).
2. **Solids Dewatering Enhancement:** The property could be used for additional solids dewatering lagoons that would allow the following:
 - a. Separation of the filter backwash handling/plant drainage handling system from the solids dewatering system which would enhance de-waterability of the sludge

- and significantly reduce future operations and maintenance costs for solids disposal.
- b. Construction of additional lagoon space to increase surface area available for dewatering.
- 3. **Future Direct Potable Reuse (DPR) Blending Facility:**
 - a. If a DPR option is considered, the land could be utilized for blending of plant finished water with recycled water from the Norman Water Reclamation Facility (WRF) advanced treatment facility prior to delivery to the distribution system.
 - b. It could also house some of the advanced treatment facilities (Carbon Absorption Vessels) being considered in the DPR treatment scenario.
- 4. **Future Contractor Staging Areas/Parking Area:** To facilitate future construction and improvements at the WTP, a contractor will need space to store equipment and materials and to have construction offices and parking areas.

The WTP, with the installation of the new solar facility, will have no available space for future improvements or construction areas. Additionally, with this available land directly abutting the WTP, acquisition of this land would be in the best interest of the City to provide adequate land to meet anticipated and unforeseen situations in the future. The current owner will have removed the property from any restrictions within the Boeskin Acres covenants and a private road agreement prior to property transfer.

Staff proposes a budget transfer from the Robinson Waterline Replacement Project, Land account, which has not required as much funding for land/right-of-way/easement as originally anticipated. The proposed transfer is \$500,000 from the Land account (31996683-46001; Project WA0242) which has an available balance of \$1,226,435, into the WTP Land Purchase account (31999939-46001; Project WA0378). The additional funds will cover other costs from closing and due diligence efforts.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-117 in the amount of \$450,000 with Ronald Lawrence Page and Karen Renee Page for the purchase of real property located at 3101 Silverado Way plus closing costs for the Water Treatment Plant land, authorize the General Manager to execute all closing documents, and authorize a budget transfer of \$500,000 from the Robinson Waterline Replacement Project land account into the WTP Land Purchase land account.

PURCHASE AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into, dated and effective as of the 12th day of April 2022 (the “Effective Date”) by and among RONALD LAWRENCE PAGE AND KAREN RENEE PAGE (“Seller”), and the Norman Utilities Authority, a Public Trust of the State of Oklahoma (“Buyer”); with reference to the following facts:

RECITALS

Seller owns the real property described at Schedule “A” attached as a part hereof (the “Property”) and desires to sell the Property to Buyer, except for any mineral interests which have previously been conveyed or reserved of record in accordance with the terms of this Agreement. The Buyer desires to purchase the Property from Seller for use of as a water facility for the City of Norman in accordance with the terms of this Agreement.

AGREEMENTS

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Purchase Agreement. Contingent on Norman Utilities Authority approval, the Seller agrees to sell the Property to the Buyer and the Buyer agrees to purchase the Property from the Seller on the terms and subject to the conditions set forth in this Agreement. The Seller represents that the Seller has no outstanding obligation relating to the sale of the Property except for obligations, if any, which will be fully discharged by Seller by application of the Purchase Price at the Closing.

2. Purchase Price. Subject to the adjustments and prorations hereafter described, the price (the “Purchase Price”) to be paid by the Buyer to the Seller to purchase the Property is FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00). The Purchase Price will be paid as follows:

2.1 At Closing. At the closing of the sale of the Property (the “Closing”), the Purchase Price in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) amount as may be required after the credits, adjustments, proration set forth in the statement of receipts, disbursements and prorations (the “Closing Statement”) prepared by the Title Company, shall be paid by the Buyer to the Title Company in cash or by certified or cashier’s check to be paid and disbursed as set forth in the Closing Statement.

3. Property Information. The Seller agrees to deliver, at Buyer’s expense, the following information to the Buyer at the earliest practicable date, but no later than fifteen (15) calendar days subsequent to the Effective Date:

3.1 Title Commitment. One or more abstracts of title of the Property certified to a date subsequent to the Effective Date and a written commitment for title insurance (the “Title Commitment”) obligating the Title Company to issue an ALTA Owners Policy of Title

Insurance (the "Title Policy") on satisfaction of the requirements set forth in the Title Commitment, together with copies of the documents (the "Exception Documents") which create an exception to the coverage provided by or requirements for issuance of the Title Policy.

3.2 Survey. Access to allow for the Buyer to complete a survey or recertified survey of the Property prepared by survey company selected by Buyer in accordance with the ALTA/ACSM Minimum Standard Detail Requirements and certified to the Buyer and the Title Company.

3.3 Title Certificate(s). One or more certificates (the "Title Certificates") issued by the Title Company reflecting all filings under the Uniform Commercial Code and all actions pending in state or federal court against the Seller and all predecessors in ownership of the Property.

3.4 Waiver of Commitments Tied to Property. Seller shall be responsible for the removal of the tract (Tract 4) from the Declarations of Covenants and Restrictions for Boesken Acres to Cleveland County, Norman, Oklahoma (Doc# R 2003 52723 / Book & Page 3689 514-515) to allow the Buyer to use the property for non-single family residential purposes within fifteen days of the effective date. Seller shall be responsible for the removal of the tract (Tract 4) from the Road Maintenance Agreement for Boesken Acres (Doc# R 2003 52724 / Book & Page 3689 516-518) with the revised agreement to be filed at the time of closing. Buyer agrees to access the property solely through the existing property owned by the Buyer following closing and will prohibit access to the tract from Silverado Way. As addressed above, Buyer will pay for items addressed in 3.1 through 3.4.

4. Buyer Objections. No later than ten (10) calendar days subsequent to receipt of the last of the items described at paragraphs 3.1 through 3.3, the Buyer will provide to the Seller in writing any objections ("Buyer's Objections") to the status of title of the Property. Within ten (10) days after receipt of the Buyer's Objections or if none have been made then within twenty-one (21) calendar days subsequent to Buyer's receipt of the last of the items described at paragraphs 3.1 through 3.3, the Seller will advise the Buyer in writing as to the ability of the Seller to satisfy the Buyer's Objections and the time required to do so. The Seller agrees to use Seller's best reasonable efforts to satisfy each title commitment Schedule B, Part 1 requirement which is a condition precedent to issuance of the Title Policy. In the event that Seller elects to do so, the Seller may proceed to cure any other defect in title to the Property which is discovered by the Buyer, the Seller or the Title Company subsequent to the effective date of the Title Commitment and to satisfy and cure all other Buyer Objections. However, Seller shall not be obligated to cure any defects or Buyer Objections to the title. Unless otherwise specifically approved in writing by the Buyer, Buyer's Objections to the status of title may not be satisfied by the Seller obtaining coverage by the Title Company indemnifying the Buyer against losses arising from the Buyer's Objection. If the Seller is unable or unwilling to satisfy any Buyer Objection by the Closing Date and the Buyer is unwilling to waive satisfaction of such Buyer Objection, the Buyer will have the option to either: (a) extend the Closing Date (as hereafter defined) by that period of time which is reasonably required to enable the Seller to satisfy all unresolved Buyer Objections at the

Seller's expense if Seller so chooses to cure; or (b) terminate this Agreement by written notice to the Seller.

5. Due Diligence Period; Buyer's Right of Determination of Feasibility, Suitability, and Condition. Within five (5) calendar days subsequent to the Effective Date, Seller shall provide to Buyer all contracts or agreements that affect the Property, if any. Buyer shall have thirty (30) calendar days subsequent to the Effective Date (the "Due Diligence Period") in which to conduct surveys, or appraisals, or environmental review concerning the Property. Buyer reserves right to extend inspection period for up to 14 days if full disclosures are not provided and/or if initial inspections warrant further more comprehensive inspections. If Buyer, in Buyer's sole judgment or discretion, and for any reason, determines that the Property or any condition thereof as put forth in the survey, or appraisal, or environmental review is unsuitable for Buyer's intended use, or is otherwise unsuitable to Buyer, if the purchase price is not supported by a property appraisal, Buyer shall have the absolute and unconditional right at any time prior to 5:00 p.m. on the thirty-first (31st) day (or 5:00 p.m. on the next work day thereafter if the 31st day falls on a Saturday, Sunday, or municipal holiday) subsequent to the Effective Date to terminate this Contract by the giving of written notice of termination to Seller.

6. Entry and Inspection Rights. To facilitate Buyer's determination of the feasibility, suitability and condition of the Property for Buyer's intended purchase through the survey, or appraisals, or environmental review, Seller hereby grants and extends unto Buyer, Buyer's agents, employees and designees, the license and right, commencing upon the Effective Date, to enter upon the Property or any portion thereof at any reasonable time or times, but at the Buyer's sole cost, risk and expense, for the purpose of inspecting, examining, investigating, studying, surveying, assessing, testing and evaluating the Property and any and all components thereof, as Buyer, in Buyer's sole judgment, may deem necessary or desirable. Buyer shall indemnify, defend, and hold harmless Seller from any and all claims that arise from any acts or omissions of Buyer or Buyer's agents, employees or designees from such activities.

7. Closing. The Buyer and the Seller agree that the purchase of the Property will be consummated as follows:

7.1 Closing Date. The sale of the Property will be closed on the first (1st) day that the Title Company has available for Closing after all objections, conditions and requirements for Closing have been met or waived (the "Closing Date") at the offices of the Title Company, with the exact time for Closing to be designated by the Buyer by written notice to the Seller and the Title Company, unless the parties agree in writing signed by the parties to an earlier or later date. Notwithstanding the above, the Closing Date shall be no later than sixty (60) days after the Effective Date.

7.2 Seller's Deliveries. At Closing the Seller will deliver or cause to be delivered to the Buyer or the Title Company the following items:

7.2.1 Deed. A general warranty deed (the "Deed") conveying the Property to the Buyer subject only to exceptions to marketable fee simple title to the Property as put forth in the title commitment (the "Approved Title Exceptions");

7.2.2 Title Policy. The Title Policy in the amount of the Purchase Price reflecting a "Date of Policy" subsequent to the recording of the Deed naming the Buyer as insured, containing only the Approved Title Exceptions as exceptions to coverage and providing such extended coverage endorsements as are requested by the Buyer, at Buyer's expense;

7.2.3 Title Affidavits. Such title affidavits as are reasonably requested by the Title Company or the Buyer;

7.2.4 Title Certificates. Title Certificates dated subsequent to the recording of the Deed which show no filings under the Uniform Commercial Code and no pending action in any state or federal court against the Seller or any predecessor in ownership of the Property which affects the Property other than Approved Title Exceptions;

7.2.5 Evidence of Authority. Such resolutions, certificates, incumbency certificates, consents, and other writings evidencing the complete authority of the Seller or the persons acting on behalf of the Seller to execute or perform this Agreement as might be reasonably requested by the Buyer or the Title Company;

7.2.6 Nonforeign Affidavit. An affidavit in the form prescribed by Treasury Regulation § 1.1445-2 stating the Seller's taxpayer identification number and confirming that the Seller is not a foreign person within the purview of 26 U.S.C. § 1445 and the regulations issued thereunder;

7.2.7 Closing Statement. The Closing Statement; and

7.2.8 Additional Documents. Such additional documents as might be reasonably requested by the Buyer or the Title Company to consummate the sale of the Property to the Buyer.

7.3 Buyer's Deliveries. At Closing the Buyer will deliver or cause to be delivered to the Seller or the Title Company the following items:

7.3.1 Purchase Price. The Purchase Price in accordance with the Closing Statement;

7.3.2 Title Affidavits. Such title affidavits as are reasonably requested by the Title Company or the Seller;

7.3.3 Evidence of Authority. Such resolutions, certificates, incumbency certificates and other writings evidencing the authority of the Buyer or the persons acting on behalf of the Buyer to execute or perform this Agreement as might be reasonably requested by the Seller or the Title Company;

7.3.4 Closing Statement. The Closing Statement; and

7.3.5 Additional Documents. Such additional documents as the Seller or the Title Company might reasonably request to consummate the sale of the Property to the Buyer.

7.4 Prorations. All receipts and disbursements relating to the Property will be prorated at Closing as of 12:00 midnight on the day preceding the Closing Date and the Purchase Price will be adjusted as provided in the Closing Statement. Prorations will be made on the following basis:

7.4.1 Receipts. All amounts receivable with respect to the Property earned and attributable to the period prior to the Closing Date will be paid to the Seller to the extent that such amounts are collected on or before the Closing Date; amounts earned and attributable to the period beginning on the Closing Date and thereafter will be paid to the Buyer.

7.4.2 Disbursements. The Seller agrees to pay all sums due for accounts payable which were owing or incurred in connection with the Property prior to the Closing Date. The Buyer will furnish to the Seller any bills for such period received after the Closing Date for payment by the Seller and the Buyer will have no further obligation with respect thereto.

7.4.3 Utility Charges (as applicable). The Seller will cause final billings for all utility charges to be made on the Closing Date and the Seller will pay the same at Closing. All utility security deposits relating to the Property, if any, will be retained by the Seller.

7.4.4 Insurance. The Seller will terminate all existing insurance policies on the Closing Date and the Buyer will be responsible for placing all insurance coverage desired by the Buyer. Any prepaid insurance premiums will be retained by the Seller.

7.5 Costs. The Seller will pay the following costs: (a) the Seller's attorneys' fees and expenses, as applicable; (b) the cost of documentary stamps to be affixed to the Deed; (c) all abstracting, title examination and other charges for issuance of the Title Commitment; (d) one-half of the escrow and closing fees charged by the Title Company; (e) the cost of recording the Deed and any other conveyance to the Buyer; and all other expenses of the transaction except for Seller's attorneys' fees resulting from the requirements of Section 3. The Buyer will pay the following costs: (a) the Buyer's attorneys' fees and expenses, as applicable; (b) the costs of providing the Survey; (c) all premium expenses for issuance of the Title Policy; (d) the costs of the phase I environmental audit and report and (e) one-half of the escrow and closing fees charged by the Title Company.

7.6 Possession. Possession of the Property will be delivered by the Seller to the Buyer on the Closing Date free from all persons claiming rights to possession of or having claims against the Property other than as claimants under the Approved Title Exceptions. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the Property will pass from the Seller to the Buyer.

8. Deed. The Property will be conveyed by Warranty Deed (the “Deed”) in substantially the same form set forth at Schedule “B” attached as a part hereof, subject to the following exceptions (the “Permitted Exceptions”): (a) use restrictions as set forth therein; (b) any mineral interests, oil and gas leases, forced pooling orders and all rights incident thereto; (c) ad valorem taxes for 2022 and subsequent years; and (d) all plats, easements, rights-of-way, or encumbrances of record shown on the Title Commitment.

9. Seller's Representations and Warranties. To induce the Buyer to enter into this Agreement, the Seller represents and warrants that the following matters are now, and on the Closing Date will be, true and correct:

9.1 No Default. The execution and performance of this Agreement by the Seller will not constitute a default under any agreement, order, writ, injunction, decree or demand of any court or any governmental authority which is binding on the Seller or the Property.

9.2 Consents. No consent, approval or authorization by any person other than the Seller is required in connection with the execution or performance of this Agreement by the Seller.

9.3 Authority. The Seller has adequate authority, power and legal right to enter into and perform the provisions of this Agreement; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the Seller will be duly authorized to act for and bind the Seller as contemplated thereby. No consent, approval or authorization by any person other than the Seller is required in connection with the execution or performance of this Agreement by the Seller.

9.4 Litigation. There is no pending or threatened litigation which, if adversely determined, might reasonably be anticipated to: (a) restrain the consummation of any of the transactions described in this Agreement; (b) have a material adverse effect on the value or operation of the Property following the Closing; or (c) result in an encumbrance on the Property.

9.5 Taxes. All ad valorem, business, occupation, sales, use and other taxes imposed on the Property or the operation thereof which are due have been paid in full and the Seller has not received any notice that any such tax is unpaid.

9.6 Compliance; Leases and Occupancy Agreements. The Property is presently in compliance with all applicable height limitations, setback requirements, and other local, state and federal laws governing the use of the Property. None of the Property is bound by any lease, or other arrangement for the rental, occupancy, or use of any part thereof and there are no contracts or agreements of any kind granting to any person any option or other right to purchase, lease, occupy, or use the Property or any part thereof.

10. Full Disclosure. Neither this Agreement nor any statement or document referred to herein or any other information, report or statement delivered to the Buyer by the Seller contains any untrue statement or omits to state a material fact necessary to make the statements herein or therein not misleading.

11. Buyer's Representations and Warranties. To induce the Seller to enter into this Agreement, the Buyer represents and warrants that the following matters are now, and on the Closing Date will be, true and correct:

11.1 Authority. The Buyer has adequate authority, power and legal right to enter into and perform the provisions of this Agreement, subject to ratification by the Norman Utilities Authority, and in doing so the Buyer will not violate any law or the provisions of the Buyer's charter or other organizational documents; the persons executing and performing this Agreement and the documents delivered pursuant to this Agreement on behalf of the Buyer will be, after ratification by the Norman Utilities Authority, duly authorized to act for and bind the Buyer as contemplated thereby. No consent, approval or authorization by any person other than the Buyer is required in connection with the execution or performance of this Agreement by the Buyer.

12. Facilitating Actions. The parties agree to take the following actions, at Buyer's expense, to facilitate the Closing and the realization of the benefits contemplated by this Agreement:

12.1 Approvals. The parties will use reasonable efforts to obtain all necessary or desirable approvals of governmental authorities and consents of all third persons to expedite the Closing.

12.2 Material Change. From the Effective Date to the Closing Date, the Seller will not sell, encumber or otherwise dispose of any of the Property.

12.3 Seller's Indemnification. The Seller agrees to indemnify, hold harmless and defend Buyer against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants' and attorneys' fees, charges and costs, incurred by the Buyer by reason of: (a) the Seller's breach of any covenant of the Seller contained in this Agreement; and (b) the Seller's failure to duly perform or discharge any liability of the Seller or the Seller's predecessors in title to the Property.

12.4 Buyer's Indemnification. To the extent permitted by law, the Buyer agrees to indemnify, hold harmless and defend the Seller against all loss, damage, claims, costs, expenses and any other liability whatsoever, including, without implied limitation, reasonable accountants and attorneys' fees, charges and costs incurred by the Seller by reason of: (a) the Buyer's breach of any covenant of the Buyer contained in this Agreement; and (b) the Buyer's failure to duly perform or discharge any liability arising after the transfer of title to the Property to the Buyer.

12.5 Further Assurances. The Seller and the Buyer will, whenever and as often as reasonably requested to do so by the other party: (a) execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further conveyances, assignments, confirmations, satisfactions, releases, approvals, consents, certifications and other documents as might be reasonably necessary, expedient or proper, in the opinion of the requesting party, to complete the conveyances, transfers, sales and assignments herein

provided; and (b) take all other actions as are reasonably requested to carry out the intent of this Agreement or to facilitate an orderly transfer of ownership of the Property.

12.6 Default; Remedies. If either the Buyer or the Seller fails to perform such party's obligation under this Agreement (except as excused by the other party's default), the party claiming default will make written demand for performance. If the Seller fails to comply with such written demand within ten (10) days after receipt thereof, the Buyer will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity or to terminate this Agreement. If the Buyer fails to comply with such written demand within ten (10) days after receipt thereof, the Seller will have the option to waive such default or to terminate this Agreement. On such termination the parties will be discharged from any further obligations and liabilities under this Agreement except the Buyer and the Seller will continue to be obligated to pay the costs described in this Agreement.

13. Miscellaneous. It is further agreed as follows:

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the Buyer and the Seller relating to the sale of the Property. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the Property and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein.

13.2 Amendment. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement is intended to be for the benefit of the Buyer and the Seller and is not intended to confer rights on or to constitute any person as a third party beneficiary of this Agreement.

13.3 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by facsimile (with a confirming copy sent within one [1] day by any other means described in this paragraph) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the fifth (5th) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

To the Buyer:	Norman Utilities Authority, Oklahoma Municipal Building 201 West Gray Street Norman, OK 73069 Attention: Darrel Pyle, General Manager Telephone: (405) 366-5402 Facsimile: (405) 366-5389 Email: Darrel.Pyle@NormanOK.gov
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with a copy to: Kathryn L. Walker
Authority Attorney
201 West Gray Street
Norman, Oklahoma 73069
Telephone: (405) 217-7700
Facsimile: (405) 366-5425
Email: Kathryn.Walker@NormanOK.gov

To the Seller: Ronald Lawrence & Karen Renee Page
12710 Myrick Road
Colorado Springs, Colorado 80908

13.4 Attorneys' Fees. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for Court ordered reasonable attorneys' fees, disbursements and litigation expenses to the successful party.

13.5 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Norman, Cleveland County, Oklahoma. This Agreement is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the courts of the State of Oklahoma or the United States District Court in the judicial district in which the Property is located. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

13.6 Brokerage. The Buyer represents that no broker, finder or other person entitled to collect a brokerage or similar fee has been employed by or on behalf of the Buyer in connection with the transactions contemplated by this Agreement. The Seller has retained Wally Kerr of Kerr Team Real Estate has its broker and agrees to bear full liability for any fees or payments due for such services. Seller agrees to indemnify and hold the Buyer harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to any broker, finder or other person claiming employment by Seller in connection herewith or in connection with the Property. To the extent permitted by law, Buyer agrees to indemnify and hold Seller harmless from any claim, loss or damage arising out of any compensation due or alleged to be due to any other broker, finder or other person claiming employment by Buyer in connection herewith.

13.7 Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be

added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

13.8 Assignment. This Agreement is NOT assignable without the advance written consent of each party hereto.

13.9 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the Buyer and the Seller.

13.10 Time. Time shall be of the essence with respect to each provision of this Agreement.

13.11 Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe or limit the scope of any provision of this Agreement.

13.12 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This Agreement will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this Agreement has been executed by each party, a copy thereof delivered to the other party to this Agreement and the Earnest Money Deposit delivered to the Title Company.

13.13 Approvals. When approval by any party is required in the performance of any action contemplated by this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) business days after receipt of a written notice requesting such approval. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

13.14 Survival. All representations and warranties contained in this Agreement will survive the Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NORMAN UTILITIES AUTHORITY (Buyer)

Approved by the Norman Utilities Authority on the _____ day of _____, 2022.

By: _____
Breea Clark, Chair

Attest: _____
Brenda Hall, Secretary

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

Authority Attorney

Ronald Lawrence & Karen Renee Page (Seller)

Dated this _____ day of _____, 2022.

By: _____
Ronald Lawrence Page

By: _____
Karen Renee Page

State of _____

County of _____

The foregoing instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

(Seal, if any) _____

Signature of Notarial Officer

SCHEDULE "A"

Description of the Property

CURRENT LEGAL

27 9 2W 30AC PRT NE/4 BEG SW/C N1445.52` E904` S1446.49` W904` POB AKA TR 4
BOESKEN ACRES

Schedule "B"
(the "Deed")

After recordation, return to:

Space Reserved for Recording Information

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Ronald Lawrence Page and Karen Renee Page (the "Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign unto the Norman Utilities Authority (the "Grantee"), the real property and premises situated in the City of Norman, Cleveland County, State of Oklahoma, with an address of 3101 Silverado Way, Norman, OK 73071, and described on Exhibit "A" attached hereto, together with any improvements situated thereon and appurtenances thereunto belonging (the "Land").

TO HAVE AND TO HOLD the Land unto the Grantee, its successors and assigns, forever, free and clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature; LESS AND EXCEPT any and all interests in and to oil, gas and other minerals as this is a surface rights conveyance only, and SUBJECT to all of the exceptions to title set forth on Exhibit "B".

Grantor hereby warrants title to the Land against any and all acts, conveyances, liens and encumbrances affecting the Land made or suffered to be made or done by, through or under Grantor, but not otherwise, and in any event excluding from this warranty the matters set forth on Exhibit "B".

IN WITNESS WHEREOF, the Grantor has executed this instrument this ____ day of _____, 2022.

By: _____

By: _____

Name: _____

Name: _____

(the "Grantor")

ACKNOWLEDGMENT

STATE OF _____)

) ss:

COUNTY OF _____)

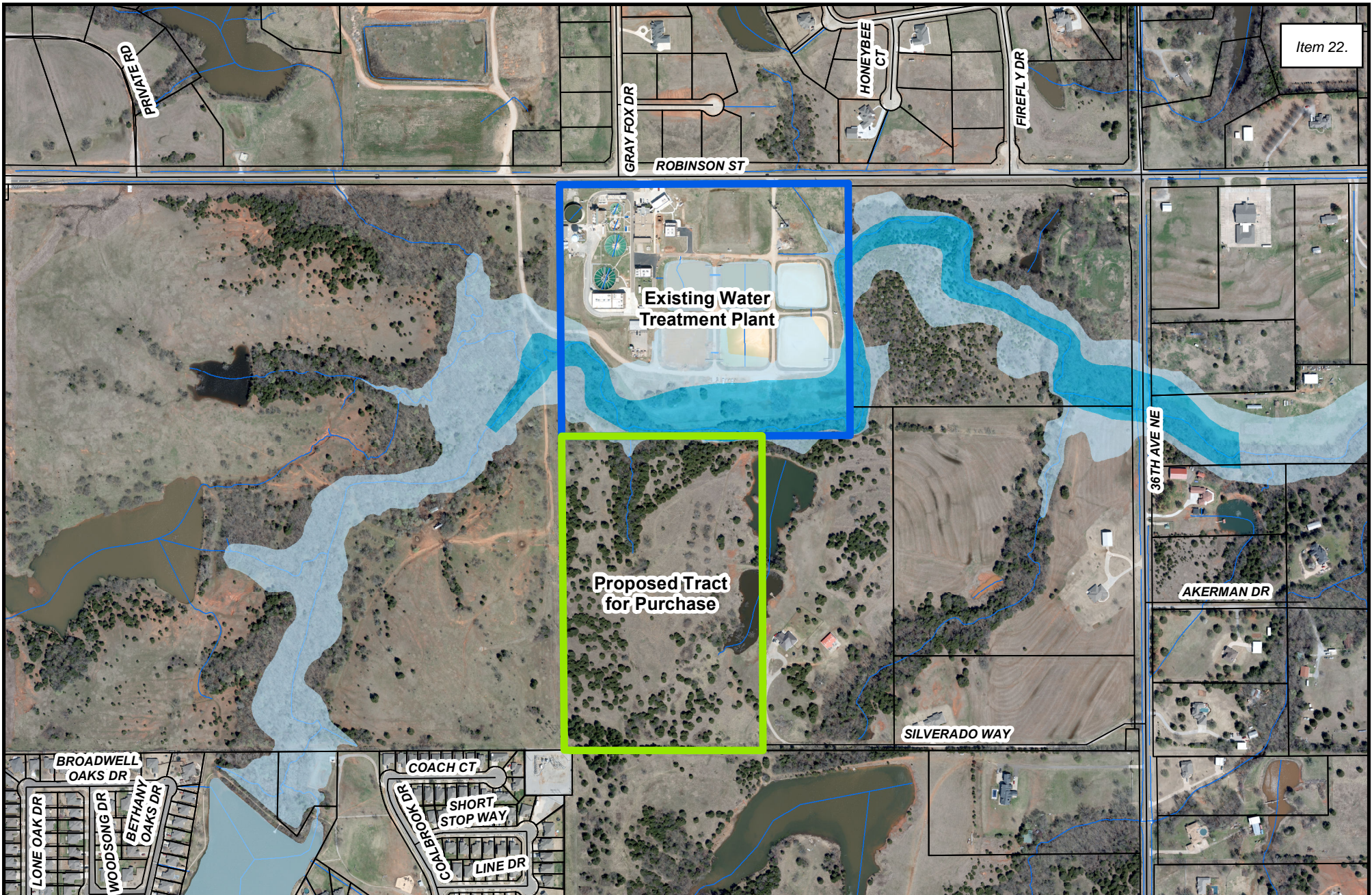
This instrument was acknowledged before me on _____, 2022, by

(Seal)

Notary Public

My Commission Expires:

Commission



Land Purchase for Water Treatment Plant

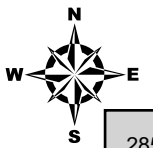


Map Produced by the City of Norman
Geographic Information System.

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

0 300 600 1,200 Feet

March 31, 2022



File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-120: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EQUITY COMMERCIAL REALTY, L.L.C., FOR PROPERTY LOCATED AT 1901 RESEARCH PARK BOULEVARD FOR A PERIOD OF FIVE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: April 12, 2022

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-120: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EQUITY COMMERCIAL REALTY, L.L.C., FOR PROPERTY LOCATED AT 1901 RESEARCH PARK BOULEVARD FOR A PERIOD OF FIVE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

BACKGROUND:

The City purchased the three adjoining buildings located at 101, 113, and 115 W. Gray Street in 2011 “for municipal purposes” with funds obtained through a financing pledging capital fund revenues for \$1,650,000. At the time, potential uses for the space were identified, including relocation of the Facilities Maintenance Division, Municipal Court, central location for Development Services, storage, and expansion of municipal and public parking. Ultimately, the space was used to house the Facility Maintenance Division and for storage of old records and surplus furniture.

The City was approached in the Spring of 2021 by Factory Obscura about the creation of a large scale immersive art museum experience in Downtown Norman; this site was identified as a possible location. Council first discussed the project at its meeting on April 13, 2021 and discussed it most recently at its meeting on November 2, 2021, where the consensus was to pursue a contractual agreement for the sale or lease of this property to Factory Obscura. Since then, Staff has worked to identify an alternative location for the Facilities Maintenance Division.

DISCUSSION:

Staff identified a potential location for the Facilities Maintenance Division at 1910 Research Park Blvd. and approached the property owner, Equity Commercial Realty, LLC, about a possible lease. These discussions have been ongoing and Equity was able to construct a building that would meet the City’s specific needs. A lease (K-2122-20) was presented for the City Manager’s signature, contingent on Council approval by April 30, 2022.

The term of the lease is for 5 years, estimated to begin on July 1, 2022 but, in any event, no later than 10 days after the City issues a Certificate or Temporary Certificate of Occupancy for the space. The lease can be cancelled on an annual basis with 4 months’ advance notice in the

event sufficient funding is not appropriated or available to fund the lease rate, or in the event the City opts to fund construction of a suitable facility to house the Facilities Maintenance Division. Should the City terminate the lease prior to the conclusion of the five-year term, it will owe Equity an amount equal to the unamortized tenant improvements and remaining broker commission. The amortization table is attached to the lease as Exhibit B-2. Tenant improvements included the supply and installation of an 8' chain link fence and a free standing single slope shed building. Due to constitutional debt limitations, the City must appropriate the funding for the amortized tenant improvements in the amount of \$27,700. A portion of the funding for tenant improvements can be allocated to other projects each completed lease year in accordance with the amortization table.

The annual base rent is \$97,125 plus a common area maintenance charge, inclusive of maintenance of common use areas, taxes and insurance, of \$1,741.25 per month for the first year, and adjusted annually to represent actual costs each year thereafter.

The City will be required to maintain its premises and make any repairs to fixtures, appurtenances and equipment therein. Equity will make all repairs and replacements, structural and otherwise, to maintain the exterior of the premises, the roof, common areas and the parking area.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-120. The FYE23 budget will include sufficient funding for the lease and the amortized tenant improvements. An appropriation item will be brought forward should Equity receive its Certificate of Occupancy prior to July 1, 2022, allowing the City to inhabit the facility earlier.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT entered into this 03 / 31 / 2022 day of March 2022, by AND between Equity Commercial Realty, LLC herein referred to as "Landlord", and City of Norman hereinafter, referred to as "Tenant" witnesses:

1. In consideration of the promises and payments hereinafter set forth, Landlord herewith leases to Tenant, and Tenant leases from Landlord, the following described real property and Premises, under the terms and conditions as set forth herein:

APPROXIMATE SQ. FT: 10,500 SF +/-

ADDRESS: 1910 Research Park Blvd (the "Leased Premises" or the "Premises")

CITY/STATE: Norman, OK 73069

PREMISES: Exhibit "A"

LANDLORD WORK/QUOTE: Exhibit "B-1"

AMORTIZATION TABLE: Exhibit "B-2"

RULES AND REGULATIONS: Exhibit "C"

TENANT ESTOPPEL STATEMENT: Exhibit "D"

TENANT ACCEPTANCE LETTER: Exhibit "E"

2. **LEASE PERIOD.** The term of this Lease shall be for a period of **Five (5) Years** estimated to begin July 1, 2022, but no later than 10 days after City of Norman issues a Certificate of Occupancy or Temporary Certificate of Occupancy.

2.1 **City Council Approval.** This Agreement is contingent upon Norman City Council's Approval on or before April 30, 2022. If this Agreement is not approved by City Council by April, 30, 2022, the Landlord shall have the right to cancel this Agreement immediately with written notice to Tenant.

2.2 **Annual Termination Clause.** Tenant has the right to terminate this Agreement on an annual basis with a Four (4) Month advance notice. In the event that funding for project is pulled, unamortized TI and remaining commission will be due to Landlord upon notice of Termination.

3. **USE OF PREMISES.** The Tenant shall not do or permit anything to be done on the Leased Premises or keep anything therein which would invalidate the Landlord casualty or liability insurance on the building, and the Tenant shall pay the Landlord as additional rent upon written notice the amount of any increase in the Landlord's insurance Tenant caused by things done or kept in the Leased Premises. The Premises shall be leased by Tenant for use as: **office/warehouse for City of Norman.**
4. **BASE ANNUAL RENT.** The base rate to be paid by Tenant for said Leased Premises shall be:

Month 1 – 60 Annual Base Rent - \$97,125 Monthly Rent - \$8,093.75 + CAM/NNN (see Section 11)

Monthly payments to be made under this Lease shall be due on the first of each month without demand, counterclaim, set-off and/or any deduction whatsoever. In the event Tenant is more than five (5) days late in making any monthly payment, or any checks given for rent are returned marked "insufficient", Tenant shall pay an additional fee of ten percent (10%) of such monthly payment. Any sum which remains unpaid for more than thirty (30) days following the date on which the same is due shall bear interest at the lesser of (i) 1 1/2% per month, or (ii) the greatest amount that can lawfully be charged, from the date on which such sum was payable until paid. Such interest shall be in addition to the late fee described above. The amounts payable hereunder shall be in addition to, and not in limitation of, other remedies available hereunder or under law. Such late payment, penalty, and interest paid by Tenant, or acceptance thereof by Landlord, shall not be deemed a waiver of relinquishment by Landlord of any of its rights or remedies under this Agreement.

4.1 **AppFolio/Tenant Portal.** Tenant is required to utilize the Owner's property management software (AppFolio) for submission of initial security deposit and monthly rent payments. The Property Manager will provide AppFolio log-on credentials immediately upon lease execution. AppFolio payment options include free e-checks or automatic debit/credit options (fees may apply). **Possession of the Premises will not occur until set-up of the Tenant Portal has been completed and the security deposit has been received.**

5. **SECURITY DEPOSIT.** A deposit of **\$0.00** payable on lease execution date is required. As security for the full and faithful performance by TENANT of each and every term, covenant and condition of this lease. In the event that TENANT defaults in respect to any of the terms, provisions, covenants, and conditions of this Lease, including but not limited to, payment of any rent, OWNER may use, apply, or retain the whole or any part of the security deposit so deposited for the payment of any such rent in default or for any other sum which OWNER may expend or be required to expend by reason of TENANT'S default, including any damages or deficiency in the reletting of the Leased Premises, whether such damages or deficiency may accrue before or after summary proceedings or other re-entry by OWNER. In the event that TENANT shall fully and faithfully comply with all terms,

provisions, covenants, and conditions of this Lease, the security deposit or any balance thereof shall be returned to TENANT at the time fixed as the expiration of the term. TENANT shall not be entitled to any interest on the aforesaid security deposit. In the absence of evidence satisfactory to OWNER of assignment of the rights to receive the security deposit, or the remaining balance thereof, OWNER may return the security deposit to the original TENANT, regardless of one or more assignments of this Lease itself. In the event of a bona fide sale of the Leased Premises, subject to this Lease, OWNER shall have the right to transfer the security deposit to the vendee for benefit of TENANT, OWNER shall be considered released by TENANT from all liability for the return of such security deposit and TENANT agreed to look solely to the new OWNER for the return of the security deposit. The preceding provisions shall apply to every transfer or assignment made of the security deposit to a new OWNER.

6. **INCREASE IN BASE ANNUAL RENTAL.** See Section 4 above.
7. **UTILITIES.** Tenant shall pay for all utilities associated with this Lease Premises.
8. **EXCESSIVE UTILITY CONSUMPTION.** Intentionally Deleted.
9. **PEST CONTROL.** Landlord shall be responsible for any pest control applications on an as needed basis.
10. **INSURANCE.**
 - 10.1 Tenant's Hazard Insurance. Landlord shall not be liable to Tenant in any manner for any loss or damage to Tenant's property, including, by way of description and not limitation, fixtures, equipment, or inventory which may be occasioned by any casualty of any nature including, by way of description and not limitation, fire, wind, tornado, rain, flood or act of God.
 - 10.2 Tenant's Public Liability Insurance.. The parties recognize that Tenant is self-insured and enjoys limited sovereign immunity pursuant to the Oklahoma Governmental Tort Claims Act. Tenant will provide documentation of its status as a self-insured entity within thirty days of execution this lease by both parties.
 - 10.3 Certificates. Tenant shall deposit the policies of such insurance described in Section 10.1 and 10.2, or original certificates thereof, with the Landlord. Such policies shall be non-cancelable except upon ten (10) days prior written notice to the Landlord.
 - 10.4 Increased Fire Hazard. The Tenant shall not keep, use, sell or offer for sale in or upon the Leased Premises, any article or services which may be prohibited by the standard form of fire insurance policy. The shall pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of any insurance which may be carried by the Landlord on the Leased Premises, resulting from the type of merchandise or services sold by the Tenant in the Leased Premises, whether or not the Landlord has consented to the same, or from Tenant's use of the Premises, other than the Tenant's normal use permitted by this lease.
 - 10.5 Waiver of Subrogation. Landlord and Tenant hereby waive any and all right of recovery against one another, based upon the negligence of either party, their respective clients or employees, for real or personal property loss and/or damage occurring to the Leased Premises, or any part thereof, from perils insured against in fire and allied peril insurance policy required hereby.
 - 10.6 Increased Property Insurance. Should Tenant occupancy result in an increase of Landlord expense, the Tenant shall pay any increase in premiums for property insurance that may be charged during the term of this Lease on the amount of any insurance which may be carried by the Landlord on the Leased Premises, as a result of Tenant occupancy whether or not the Landlord has consented to the same.
 - 10.7 Indemnity. To extent of the law, Landlord and Tenant shall each indemnify, defend, and save harmless the other party and such other party's employees, agents, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions of the indemnitor, its employees, agents, and contractors in connection with the Building Project, but expressly excluding any acts or omissions which were the result of fraud, gross negligence or willful misconduct. The indemnitor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Parties, provided that the lawyers selected by the indemnitor to handle such defense are reasonably satisfactory to the Indemnified Parties, the indemnitee has expressly agreed to such representation in writing, and such representation does not result in a conflict of interest for such lawyers. The Indemnified Parties may not settle any claim covered by this Indemnity section without the consent of the indemnitor.
11. **MAINTENANCE OF COMMON AREAS.** Landlord agrees that it will provide services to and for the benefit of the Premises as described in paragraphs 12.1, 12.2, and 12.3. Maintenance of common areas will be at the expense of Tenant. Tenant shall pay an annual common area maintenance charge of **\$1,741.25/month (\$1.99/SF)** for the first year and shall be adjusted annually to the actual cost. *See 11.1 for breakout of current actual expenses for 2021**. The common area maintenance charge shall include those

items listed in Section 12 as well as Property Taxes, Property Insurance, Management, and any other expenses that are for the benefit for the entire center and use of all tenants. So long as Tenant is not in default hereunder LANDLORD agrees that it will provide services to and for the benefit of the Leased Premises as described in paragraphs 12.1, 12.2, and 12.3.

*11.1 Expenses. CAM = \$0.84 Taxes = \$0.71 Insurance = \$0.44

In the event Property Taxes are abated, Tenant shall receive a credit for an equal amount of abatement.

12. **COMMON AREA.** All common areas including the parking area, sidewalks, service drives, or access shall be for the joint and common use of all tenants, their customers, invitees, and employees other than for the purpose of merchandising and public display.
 - 12.1 Parking Area. Landlord shall clean the parking areas of the Premises, maintain the same in good order and repair, and maintain the lighting fixtures and striping thereon.
 - 12.2 Common Area Utilities. Landlord shall pay all costs incurred as providing utilities for services in the common areas of the Premises.
 - 12.3 Landscaping. Landlord shall maintain all landscaped areas in and around the Premises in good condition and appearance.
13. **REAL ESTATE TAXES.** During the term of this Lease, **Landlord** agrees and covenants to pay in full all ad valorem special assessments, and any other taxes levied or assessed against the Lease Premises, or any part thereof, except taxes on personal property, including merchandise inventory, owned by Tenant.
14. **PERSONAL PROPERTY TAXES.** Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of the Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.
15. **OTHER TAXES AND FEES.** In the event the State of Oklahoma or any local municipality, or any other taxing jurisdiction begins to change or assess a sales/use tax on rent collections, or any type of utility related fee, the Tenant understands these costs will be passed through to the Tenant and will be collected monthly from the Tenant at the same time rent is due with the same late fee consequences. The Landlord will bill these charges to the Tenant for ease of accounting. If paid late, the Tenant will be responsible for all penalties and additional assessments.
16. **EMPLOYEE PARKING.** Tenant agrees to cooperate with Landlord in accommodating parking spaces for other Tenants and their customers. Including, but not limited to, requiring Tenant and its employees shall park in designated parking areas.
17. **MAINTENANCE AND REPAIRS.** Tenant and Landlord shall have the following obligations with respect to repair and maintenance:
 - 17.1 Tenant's Obligations. Tenant shall take good care of and maintain the Premises and the fixtures, glass, appurtenances and equipment therein and at its sole cost and expense make all repairs to such fixtures, appurtenances and equipment including, but not limited to any and all heating and air conditioning units, plumbing, electrical, and fire/life safety equipment as and when needed to preserve them in good working order and condition. Any damage or injury to the Premises (except however its structural components and roof) or to its fixtures, glass, appurtenances, and equipment to the Premises (i) caused by Tenant moving property in or out of the Premises. (ii) caused by Tenant's installation or removal of furniture, fixtures or other property, (iii) resulting from fire, explosion, air conditioning unit or heating system failure, short circuits, flow or leakage of water steam, sewer gas, sewerage odors, mold or by frost or by bursting or leaking of pipes or plumbing works or gas, or from rain, or (iv) from any other cause of any other kind or nature whatsoever, resulting due to the carelessness, omission, neglect, improper conduct or other causes of Tenant, its servants, employees, agents, customers, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord. All such repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in a good and workmanlike manner. If Tenant fails to make such repairs, restorations or replacements, the same may be made by Landlord at the expense of Tenant and all sums so spent and expenses incurred by Landlord shall be collectible as Additional Rent. Tenant agrees to seek any necessary approvals for funding for such needed repairs; in the event repairs are made by Landlord, Tenant will similarly seek funding for Additional Rent within ten (10) days after rendition of a bill or statement thereof. At no time, shall Tenant be considered an agent of the Landlord.

17.2 Landlord's Obligations. Landlord, shall make all repairs and replacements, structural and otherwise, necessary or desirable to keep in good order and repair the exterior of the Premises, the roof, the Common Areas (excepting, however, the front exterior and the interior of the Premises for which Tenant shall be responsible), and the parking area. Tenant agrees to notify Landlord of the necessity for any repairs of which Tenant may have knowledge, for which Landlord may be responsible under the provisions of this Section.

17.3 Heating and Air Conditioning Equipment. With respect to the heating and air conditioning equipment contained in and/or servicing the Premises, Landlord and Tenant hereby agree as follows:

17.3.1 Inspection. Tenant acknowledges and agrees that it has been provided ample access to and has made its own independent inspection of the heating and air conditioning system(s) contained in and/or servicing the Premises and is accepting such equipment "as is" condition subject to all faults and without warranty of any kind relating thereto.

17.3.2 Maintenance Agreement. Tenant agrees that at all times during the term of this Lease and any extended term hereof, Tenant shall maintain, keep in good repair and replace when necessary at Tenant's sole cost and expense, all such heating and air conditioning equipment and systems. In order to insure the proper functioning of such equipment and to increase the efficiency thereof, Tenant agrees that at all times during the term of this Lease and any extended term hereof, Tenant shall at Tenant's sole cost and expense, keep in full force and satisfactory to Landlord, a maintenance agreement which shall provide for the periodic inspection, maintenance and repair (including replacement) of such equipment at least twice per year. Tenant shall annually provide Landlord a valid copy of said maintenance agreement or a copy of the semi-annual statement verifying the semi-annual inspection. Should Tenant fail to enter into such maintenance agreement, Landlord, at its sole option and without any obligation whatsoever to do so, may enter into a management agreement with a heating and air conditioning service company of Landlord's choice and in such event, all sums payable by Landlord, at its sole option and without any obligation whatsoever to do so, may enter into a management agreement with a heating and air conditions service company of Landlord's choice and in such event, all sums payable by Landlord pursuant to such maintenance agreement shall be payable by Tenant to Landlord upon demand.

17.3.3 Equipment Replacement. Should any "major component" (as herein below defined) of the heating and air conditions equipment contained in and/or servicing the Premises, require replacement in the reasonable determination of the Owner during the term of this Lease or any extended term hereof, where such replacement is necessary due solely to the age of the particular component rather than to (i) lack of maintenance (ii) failure of Tenant to comply with its obligations to keep in force a maintenance agreement, or (iii) other forms of Tenant neglect, misuse or vandalism (whether by Tenant OR A THIRD PARTY), Owner shall replace any such component and assume the responsibilities for all costs and expenses related thereto, provided however, Tenant hereby agrees to pay Owner during the remaining term of the Lease and any extended term hereof, equal monthly installments of additional rental computed as one/eighty-fourth (1/84) of the costs of such replacement (parts and labor included). Tenant's additional payments shall not exceed the total share of costs of replacement, and Landlord shall disclose the total costs of replacement and the schedule to when the costs are to be paid off. For purposes of this paragraph 17.3.3, a "major component" shall be deemed to be a compressor motor or heat exchanger only.

18. **CARE OF PREMISES.** Tenant shall not perform any acts or carry on any practice, which may injure the building, or be a public nuisance. Tenant shall, at its expense, keep the Leased Premises under its control. It is further understood that Tenant shall properly and in a timely manner, at its expense, clean, repair, maintain, service and in general take good care of the Lease Premises; but Tenant shall not be liable for any damages to the premises caused by fire, the elements, acts of God, civil riot, war, or insurrection. In addition, Tenant, at its expense, shall repair or replace any equipment or portions thereof which become damaged due to the negligence of Tenant, or Tenant's employees.

19. **IMPROVEMENTS.** No alterations, additions, or improvements shall be made to the Premises without first obtaining the written consent of Landlord. Further, any improvements, additions, or alterations made to the Premises shall become a part of the realty and shall not thereafter be removed from the Premises by Tenant, with the sole exception that Tenant shall have the right to install trade fixtures, counters, wall shelving, or signs which may be removed by Tenant upon the payment to Landlord of the cost of repairing any damage caused by removal of same. A layout of the Lease Premises and full description of proposed alterations, additions, or improvements to be performed on same is attached to this Lease. Tenant covenants and agrees to indemnify Landlord and hold Landlord free and harmless against any and all claims arising out of Tenant improvements and any alterations, changes, improvements, and repairs made by Tenant. In the event that any person files a mechanic's or materialmen's lien or laborer's lien against the premises, Tenant agrees to cause the same to be bonded or discharged of record within twenty (20) days after the filing of such lien, by the filing of a bond or other security as may be required to discharge the same of record.

19.1 *Tenant shall, in addition to Base Rent and NNN fees, pay \$522.73 per month for the Improvements on Exhibit B-1 & B-2.*

20. **USE.** Tenant shall not use Premises for any purpose deemed hazardous by the insurance company providing coverage on the Premises. Landlord shall have the right to enter Premises at reasonable hours of the day to examine same, or to make repairs and

alterations as may be necessary. Tenant shall not commit waste or permit waste to be committed on the Premises. Tenant shall maintain the Leased Premises and all improvements to the extent covered herein, in sound condition and good repair and will neither do, nor permit to be done, anything to the Leased Premises that may impair the value thereof. Tenant shall take good care of the Leased Premises and fixtures therein and shall quit and surrender Premises at the end or other termination of said Lease term in as good condition as the reasonable use thereof shall permit.

21. **CASUALTY DAMAGE.** In the event said Premises are damaged, partially destroyed or rendered partially unfit for their accustomed uses by fire, tornado, or any other casualty, Landlord, shall, at its expense, promptly restore the Premises to substantially the condition in which they were immediately prior to such casualty. From the date of such casualty until said Premises are restored, rent shall abate in such proportion as the part of said Premises thus destroyed or rendered unfit bears to total Premises. In the event the Premises are totally destroyed or rendered wholly unfit for their accustomed uses by any casualty, Landlord may, at its option, elect to restore said Premises at its expense to substantially the condition they were in prior to such casualty. If Landlord does not commence such restoration within three (3) months after such casualty, this lease shall terminate and Tenant shall be liable for rent only to the time of such casualty. The Premises shall be deemed totally destroyed if the cost of restoration exceeds 50% of the fair market value of the improvements thereon prior to such casualty. Tenant shall receive pro rata refund of any sum paid in advance for the period during which the Premises are unfit for use.
22. **LIABILITY.** Landlord shall not be liable for any damages to any property at any time in building or Premises from gas, smoke, water, rain, or snow which may leak into or issues from any part of said building of which the Lease Premises is part (or from the pipes or plumbing work of same, or from any other place or corridor) unless said damage is caused by Landlord's gross negligence. Tenant further agrees to indemnify and hold Landlord or its brokers harmless from any and all damages or claims whatsoever which Landlord, may be compelled to pay on account of injuries to the person, occurring in or on the Premises, whether such injuries be caused by negligence or misconduct of the person entering the Premises under express or implied invitation of Tenant or where said injuries are the result of the violation of any rules or regulations Landlord deems necessary and proper unless said damages are caused by Landlord's gross negligence.
23. **CONSTRUCTION OF LEASE.** The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Oklahoma.
24. **UNIFORM RULES AND REGULATIONS.** Landlord shall have the right to prescribe uniform rules and regulations for the premises as Landlord may reasonably deem necessary, advisable and appropriate. These are identified on Exhibit "C" as applicable.
25. **DEFAULT.** The following shall be defaults by the Tenant:
 - (a) The Tenant shall fail to pay any rental or other sum of money within thirty (30) days of becoming due
 - (b) The Tenant shall fail to perform any other covenant of Lease.
 - (c) The Tenant shall be declared insolvent under the State Insolvency Law.
 - (d) An assignment shall be made of the Tenant's property for the benefit of creditors.
 - (e) Abandonment of any portion of the Leased Premises or the removal of any Tenant's business;
 - (f) The filing by or against the Tenant, or any Guarantors, of any proceedings under the federal bankruptcy act or any similar law and the failure to secure a discharge of the same within thirty (30) days;
 - (g) The adjudication of the Tenant or any Guarantors as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law;
 - (h) The appointment of a receiver or trustee for the Tenant, any Guarantors or any of the assets of the Tenant.
26. **FAILURE TO CURE.** If a particular default is not cured within a reasonable time period, at Landlord's election, this lease and all rights of Tenant hereunder shall expire and terminate at the end of the notice period, but Tenant shall remain liable as herein provided.
27. **REMEDIES.** On the occurrence of any event of the default, as set forth in paragraph 25, the Landlord will have the option to do the following, without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Lease.
 - 27.1 Termination. The Landlord may terminate this Lease, in which event the Tenant will immediately surrender the Leased Premises to the Landlord, but if the Tenant fails to do so, the Landlord may, without notice and without prejudice to any other remedy the Landlord might have, enter and take possession of the Leased Premises and remove the Tenant and the Tenant's property therefrom without being subject to any claim for damages therefor. Tenant shall pay Landlord all costs incurred by Landlord in any such action, including the costs of taking possession of and repairing any damage to the Leased premises, and all other damages caused by Tenant's default.
 - 27.2 Reletting. If Landlord does not terminate this Lease, Landlord may, as its option, reenter the Leased Premises and remove any personal property of the Tenant, forcibly if necessary, without being guilty of trespass, and relet the Leased Premises for the

benefit of Tenant, in which event the Tenant shall pay the Landlord all costs incurred by Landlord in such action in without limitation, the costs of taking possession of and repairing the Leased Premises, the cost of preparing the Leased Premises for reletting, attorneys' fees, brokerage commissions, and all other damages caused by Tenant's default, and shall remain obligated to Landlord for the difference between any rent received by Landlord as a result of such reletting and the Rent for which Tenant is obligated hereunder. Landlord shall have no duty to relet the Leased Premises, and the failure of Landlord to relet the Leased Premises will not release or affect the Tenant's liability for Rent or for damages. In the event any such reletting results in payment of rent thereunder to Landlord in excess of the Rent for which Tenant is obligated hereunder, Landlord shall retain such excess.

- 27.3 **Election Not To Relet.** If the Landlord elects not to terminate this Lease and does not reenter the Leased Premises and relet the same for the benefit of Tenant, Tenant shall remain obligated to Landlord for all Rent for which it is obligated hereunder for the remainder of the Lease Term, together with all damages caused by Tenant's default.
- 27.4 **Acceleration.** The Landlord may declare the entire amount of the Rent to become payable during the remainder of the Lease Term to be due immediately. In the event the Landlord elects to relet the Leased Premises, in accordance with paragraph 27.2 hereof then, upon such acceleration, Tenant shall pay to Landlord, in addition to all other sums payable hereunder, the difference between (i) the terms of this Lease, for the remainder of the Lease Term, and (ii) the amount which Landlord reasonably expects to receive as rent pursuant to such reletting for the remainder of the Leased Term. In the event the Landlord elects not to relet the Leased Premises, in accordance with paragraph 27.3 hereof, then, upon such acceleration, Tenant shall pay to Landlord's reasonable estimate of Rent to be thereafter due and payable under the terms of this Lease, for the remainder of the Lease Term.
- 27.5 **Option to Perform.** The Landlord may perform or cause to be performed the unperformed obligations of the Tenant under this Lease and may enter the Leased Premises to accomplish such purpose without being subject to any claim for damages therefor. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord will not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.
28. **TERMINATION.** Landlord shall have the right to terminate this lease in the event of bankruptcy, insolvency, or receivership of Tenant, or an assignment by Tenant for the benefit of the creditors of Tenant.
29. **LIEN OF TENANT'S PROPERTY.** Intentionally Deleted
30. **SURRENDER OF POSSESSION.** Upon the expiration of this lease, Tenant shall quit and surrender to Landlord the peaceable possession of Premises. Thereupon, Premises shall be in good a condition as when the Tenant took possession, save and except normal wear and tear, and damage from accident, structural defects, fire or the elements due to no fault of Tenant.
31. **ABANDONED PROPERTY.** All personal property not removed by the Tenant from the Lease Premises within ten (10) days after the termination of this lease will be conclusively presumed to have been abandoned by the Tenant, and the Landlord at their option, thereafter take possession of such property and either declare the same to be the property of the Landlord, or, at the expense of the Tenant, dispose of such property in any manner and for whatever consideration the Landlord at their sole discretion deems advisable.
32. **HOLDING OVER.** If Tenant retains possession of Premises after the expiration of this lease, such continued possession shall, if rent is paid by Tenant and accepted by Landlord, create a month-to-month tenancy at 1.5 times the base rent on the terms herein specified and said tenancy may be terminated at any time by either party with thirty (30) days written notice to other party.
33. **RIGHT TO SHOW PREMISES.** Landlord may, at any time within ninety (90) days prior to expiration of this lease, enter the Premises at reasonable hours of the day for the purpose of offering and showing same for lease, and may place and keep on the windows and doors of the Premises, signs advertising said Premises for rent.
34. **ASSIGNMENT.** TENANT may not assign this lease or sublet the Premises or any portion thereof, without the written consent of OWNER. However, consent shall not be unreasonably withheld. Tenant responsible for \$500 processing/administration fee, if applicable to assignment.
- 34.1 Without limitation, it is agreed that LANDLORD'S consent shall not be considered unreasonably withheld if: 1) the proposed assignee's financial condition does not meet the criteria LANDLORD uses to select TENANTS having similar leasehold obligations; 2) the proposed assignee or Sublette's business is not suitable for the Building considering the business of the other TENANTS and Building's prestige, or would result in violation of another TENANT'S rights; 3) any portion of the Building or Premises would likely become subject to additional or different laws as a consequence of the proposed assignment or sublet. Any attempted Assignment or Subletting in violation of this Section 34, shall, be exercisable in LANDLORD'S sole

and absolute discretion, be voidable. In no event shall any assignment, sublet or permitted transfer release or relieve T from any obligation under this Lease or any liability hereunder.

- 34.2 TENANT shall pay to LANDLORD fifty percent (50%) of all cash and other consideration which TENANT received as a result of an Assignment that is in excess of the rent payable to Landlord hereunder for the portion of the premises and Term covered by the Transfer within ten (10) days following receipt thereof by TENANT. If TENANT is in Monetary Default (defined in Section 25 above), LANDLORD may require that all sublease payments be made directly to LANDLORD, in which case TENANT shall receive a credit against rent in the amount of any payments received (less Landlord's share of any access).
35. **MODIFICATIONS.** No modifications of the terms and conditions of this lease shall be effective unless reduced to writing and executed by the parties hereto.
36. **MORTGAGES.** Landlord reserves the right to subject and subordinate this lease at all times to any mortgage liens placed upon Landlord's interest in Premises, and Tenant shall execute and deliver upon the demand of Landlord, its successors and assigns, such further instrument subordinating this lease to the lien of any such mortgages, provided such mortgages shall recognize the validity and continuance of this lease in the event of foreclosure, or by conveyance in lieu of foreclosure, so long as Tenant shall not be in default under the terms hereof.
37. **ADVERTISING.** Tenant shall not conduct any "Going out of Business", "Fire Sales", or related type of advertising or promotion on the Premises. Further, Tenant shall not use or place any portable or temporary advertising sign or Structure on the Premises.
38. **SIGNAGE.** Tenant shall not place any type of sign on the outside of the building without written approval from Landlord. Tenant shall conform to the stipulations of Landlord on the type and size of sign used. A sign will be constructed to the benefit of all tenants within the development, Tenant shall be allowed to place signage on the sign. The size of Tenant's signage shall be based on Tenant's pro-rata share of the space within the development. Landlord is responsible for installation of base; Tenant shall pay for signage.
39. Intentionally Deleted
40. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of State, Federal, Municipal or other agencies or bodies having jurisdiction over the use and occupancy of the Leased Premises. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Leased Premises. Tenant will comply with the rules and regulations of the Property adopted by the Landlord, which are set forth on a schedule attached to this lease. If Tenant is not complying with such rules and regulations, or if Tenant is in any way not complying with this Article 40, then, notwithstanding anything to the contrary contained herein, Landlord, may, at its election, enter the Leased Premises without liability therefor and fulfill Tenant's obligations. Tenant shall reimburse Landlord, on demand, for any expenses, which Landlord may incur in effecting compliance with Tenant's obligations and agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care, cleanliness, preservation of good order and operation or use of the property of the Leased Premises. All changes and amendments to the rules and regulations of the Property will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant.
41. **SMOKE FREE ENVIRONMENT.** Tenant agrees to indemnify and hold Landlord and its Landlord officers harmless against any claims, which may arise out of Landlord's decision to maintain a smoke free environment. Such indemnification shall include, but not necessarily be limited to, reasonable attorney's fees, court costs, mediation and/or arbitration costs, and judgments as a result of said claims.
42. **TOXIC MOLD.** Both Tenant and Landlord agree that, at the time of Delivery of the Premises, neither is aware of any toxic mold present in the Premises. If any toxic mold is found during the Lease Period or any subsequent Renewal Periods, Tenant shall immediately notify Landlord and the parties shall work together to remedy the situation.
43. **NOTICES.** All notices provided for in this lease shall be effective when sent by regular mail and received or delivered in person to the following addresses except as may otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing, and shall be deemed to be delivered when (a) delivered personally and acknowledged and dated in writing as received by the notice party or their representative, (b) when deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or (c) when the same has been deposited with a commercial overnight delivery service, for delivery on the next business day addressed to the parties at the respective addresses set forth hereunder, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

Landlord:

Tenant:

Equity Commercial Realty, LLC
 c/o Touchstone Management
 PO 722760
 Norman, OK 73070
 405.701.0038
marissa@fleskeholding.com

City of Norman
 201 W. Gray
 Norman, OK 73069
 ATTN: Legal Department

44. **ESTOPPEL CERTIFICATE.** Tenant agrees on the commencement date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in the form attached hereto as Exhibit "D" certifying that this lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the fixed rent and additional rent and to perform its other covenants under this lease; that there are no uncured defaults of Landlord or Tenant under this lease (or, if there have been any modifications), that there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail; and the dates to which the fixed minimum rent, percentage rent, common area and other charges have been paid. Any such statement delivered pursuant to this Article 44 may be relied upon by any prospective purchaser or mortgagee of Premises which include the Premises or any prospective assignee of any such mortgagee.
45. **RELOCATION.** Intentionally Deleted.
46. **HAZARDOUS SUBSTANCES.** Tenant covenants, warrants and represents that at no time during its use and occupancy of the leased premises will it cause or permit the presence of any hazardous substance (as hereinafter defined), in or about the Leased Premises or any land or structure adjacent thereto. For purposes of this Lease, hazardous substance is defined as any substance or material (i) which is listed in the United States Department of Transportation Hazardous Materials Table (as amended from time to time), or (ii) the presence of which on or near the Leased Premises would be in violation of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or any other state or federal law or regulation whether now existing or hereinafter enacted, which related to any form of environmental contamination or the prevention or abatement thereof. At any time during the term of this Lease, Landlord shall have the right and option, at Tenant's expense, to investigate the leased premises and the land thereunder for the presence of any hazardous substance. Tenant hereby indemnifies and holds Landlord harmless in the event any hazardous substance is subsequently found in, on or about the leased premises, unless the same was released or placed thereon by a party other than Tenant or any of Tenant's employees, Landlord's, invitees or contractors.
47. **AMERICANS WITH DISABILITIES ACT.** Landlord is delivering a completed space to Tenant, Landlord shall be fully responsible for delivering the Premises along with all common areas in full compliance with the Americans with Disabilities Act ("ADA"). So long as Tenant has not altered the Premises, in the event access to or any portion of the interior of the Leased Premises is deemed to be in violation of the ADA by any government authority having jurisdiction, the Landlord shall at its sole cost and expense, take such steps as are necessary to bring the Leased Premises in compliance with ADA; Once such plans and specifications have been approved by both parties, Landlord shall promptly commence to make such improvements to the leased premises as are contained in such plans and specifications.
48. **CONDEMNATION.**
- 48.1 Substantial Taking. If the whole of the premises shall be taken for any public or quasi-public use under any statute or right of eminent domain, or by private purchase in lieu thereof, then this lease shall automatically terminate as of the date that title shall be taken. If a substantial part of the Leased Premises shall be so taken and, in the opinion of the Landlord, the remainder thereof ceases to be a viable concern, then Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. If any part of the premises shall be so taken and so render the remainder thereof unusable for the use of Tenant, then Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the rent shall, if necessary, be adjusted accordingly.
- 48.2 Other Taking. If any part of the Leased Premises shall be so taken and this lease shall not terminate or be terminated under the provisions of the preceding section, then, the fixed rent shall be reduced based upon the ratio of the square footage area of the Leased Premises which is so taken by such condemnation, to the entire area of the Leased Premises, and Landlord shall, at its own cost and expenses, restore the remaining portion of the Leased Premises to the extent necessary to render the same reasonably suitable for the purposes for which the premises was leased, and shall make all repairs to the Leased Premises to the extent necessary to constitute the remaining portion of the premises a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the premises, and the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Landlord.
- 48.3 Condemnation Award. All condemnation awards or other payments or compensation awarded or paid upon such a total or partially taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant to the extent such award, payment or compensation is not based in any part on Tenant's occupancy of the Leased Premises;

provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim against the condemning authority in such condemnation proceeding for loss of business and/or depreciation to, damage to, and/or cost of removal of, and/or the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or awards or any amount payable directly or indirectly to the holder of any mortgage to which this Lease is subordinate.

49. **EXPENSE OF ENFORCEMENT.** If either party hereto be made or becomes a party to any litigation by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising, on account of the default of the party in the performance of such party's obligations hereunder, then the prevailing party in any litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all costs and reasonable attorneys' fees incurred by such party in such litigation.
50. **INSOLVENCY.** In the event of attempted assignment of this lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving Tenant, shall forthwith and of themselves cancel and void this lease, and possession of the premises shall immediately pass to Landlord, at its option. If Landlord exercises its option to recover possession of the premises upon the occurrence of one of such events, it shall not be held to have waived its cause of action against Tenant for its failure to perform fully the terms of this lease prior to such event.
51. **SALE BY LANDLORD.** In the event Landlord transfers its interest in the building, Landlord will thereby be released from any further obligation hereunder and Tenant agrees to look solely to the transferee for the performance of such obligations. The agreement of Tenant to return to the designee of the Landlord from time to time within ten (10) days after written request therefore all instruments which might be required by the Landlord to confirm such attornment.
52. **NON COMPETITION.** Intentionally Deleted.
53. **CONFIDENTIALITY.** The parties hereto agree that Tenant will not disclose any of the terms and conditions of this lease agreement other than in the course of the interest operations of the Tenants business. Tenants are specifically prohibited from disclosing any of the terms and conditions of this lease agreement with other Tenants (past, present or future). Intentional disclosure of the terms and conditions of this lease agreement may constitute an event of default at the Landlord's option.
54. **PARTNERSHIP.** Nothing in this Lease shall be deemed to create a partnership between Landlord and Tenant, make either responsible for the debts or obligations of the other, or create any relationship between the parties other than that of Landlord and Tenant.
55. **QUIET ENJOYMENT.** The Landlord agrees that if the Tenant pays the Rent and performs all other obligations of the Tenant hereunder, the Tenant will peacefully hold the leased Premises, free of interference from any person, firm, or corporation claiming by, through, or under Landlord, subject to any underlying leases, mortgages or other encumbrances now or hereafter affecting the leased Premises and any applicable ordinances, laws, and regulations affecting the use thereof.
56. **TENANT'S ACCEPTANCE OF LEASED PREMISES.** By taking possession of the Leased Premises or Signing the Tenant Acceptance Letter (Exhibit "E"), the Tenant will be deemed to have accepted the Leased Premises as suitable for the Permitted Use and to have waived any and all defects therein.
57. **NOTICE OF ACCIDENTS AND DEFECTS.** Tenant shall give to Landlord immediate notice of any casualty, accident, or loss occurring in the Leased Premises.
58. **RECORDING.** The Landlord and the Tenant agree that this Lease will not be recorded, but that a memorandum hereof, will be executed and delivered within ten (10) days after written request therefor by either party, which memorandum shall set forth such matters as may be requested by either Landlord or Tenant and shall be in a form suitable for recording in the Office of the County Clerk of the county in which the Premises is located.
59. **SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under any present or future law, the remainder of this Lease will not be affected thereby.
60. **BINDING EFFECT.** The provisions of this Lease will be binding on and inure to the benefit of the Landlord and the Tenant and their respective successors and permitted assigns.
61. **TIME OF THE ESSENCE.** Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

62. **CONSENT TO BREACH.** Any assent, expressed or implied, to any breach of any covenant or condition herein shall be such only in the specific instance and shall not be construed as an assent or waiver of any condition or covenant generally, or any subsequent breach thereof.
63. **REMEDIES CUMULATIVE.** The various rights, powers elections and remedies of the parties hereto shall be considered as cumulative, and no one of them is exclusive of the others or exclusive of any right or power allowed by law, and no right shall be exhausted by being exercised on one or more occasions.
64. **SECTION HEADINGS.** The section headings in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Lease.
65. **BROKER DISCLOSURE.** Both Tenant and Landlord agree Fleske Holding Company, LLC is a Broker in this transaction for the Landlord. Eric Fleske is a partner of the Landlord and an owner of Fleske Holding Company, LLC. No other Broker is involved in this transaction *except Judy J. Hatfield of Equity Commercial Realty Advisors, LLC*. Tenant warrants that it has had no dealings with any real estate brokers or associates in connection with the negotiation of this Lease excepting only the brokers named above, and it knows of no other real estate broker or associate who is entitled to a commission in connection with this Lease. Tenant agrees to indemnify the Landlord from all claims for commissions or other compensation asserted by any person employed or retained by Tenant with respect to the lease of the Leased Premises.

66. SIGNATURES.

This lease shall be binding upon the heirs, administrators, executors and successors of the parties hereto.

This Agreement is herewith executed in two counterparts, one for Tenant and one for Landlord, each of which shall be deemed an original for all purposes.

In Witness hereof, the parties hereto caused this Lease to be executed the day and year written above.

Although written in standard terms, should you have any questions regarding the contents hereof, you should consult your attorney for interpretation.

This lease is an integrated contract and constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. Landlord and Tenant agree that this writing shall be adopted by both parties as a complete and exclusive statement of the terms of the agreement, and that no parol evidence shall be admissible in any dispute hereto.

Landlord: **Equity Commercial Realty, LLC**

Tenant: **City of Norman**



03 / 31 / 2022

BY: **Eric Fleske, Manager**



03 / 31 / 2022

BY: _____

Darrel Pyle

City Manager

EXHIBIT "A"

PREMISES

1910 Research Park Blvd

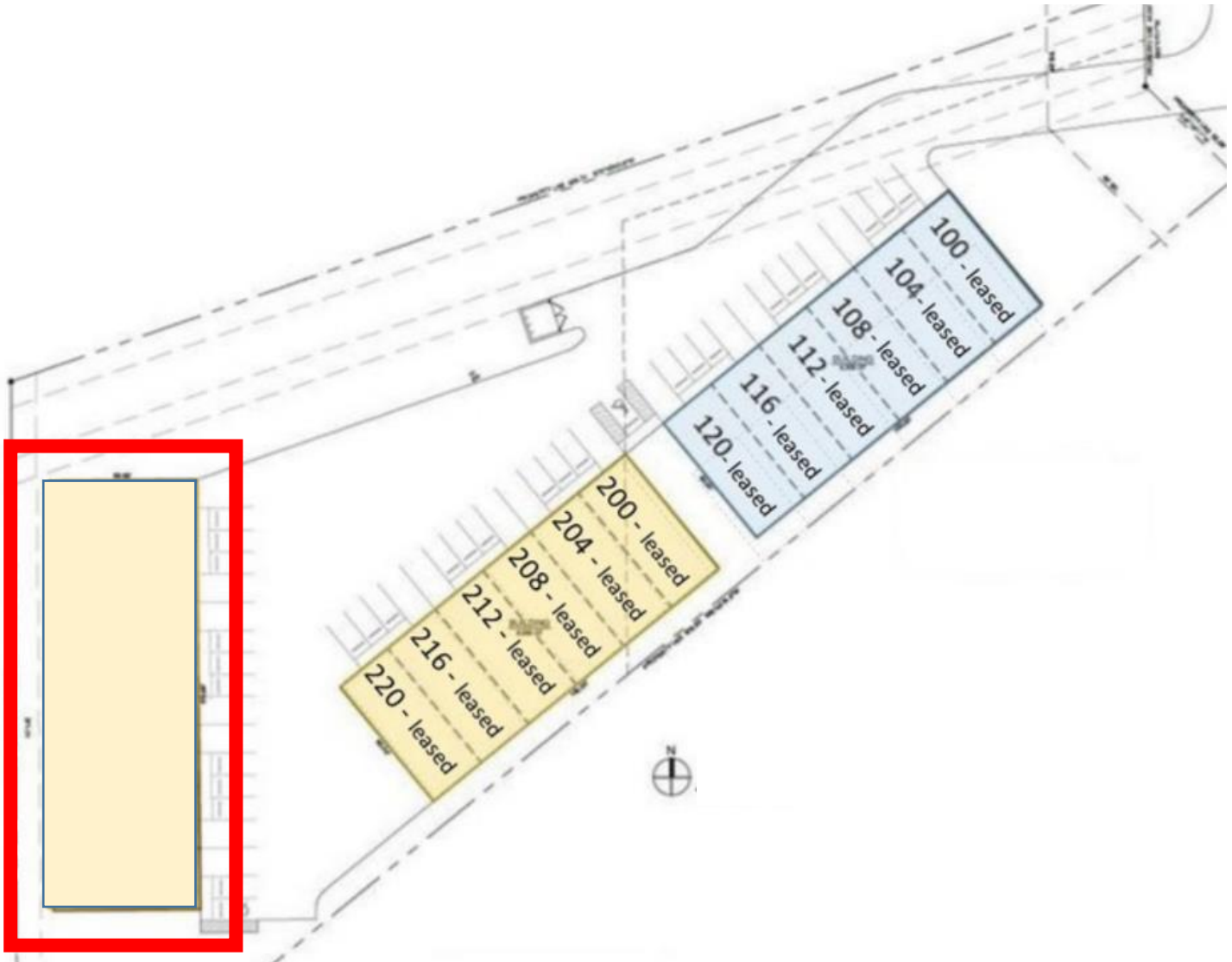


EXHIBIT "B-1"**LANDLORD WORK/QUOTE**

Landlord to build out according to space plan below.

Scope of Work/Quote for Free Standing Single Slope Shed Building

Supply and installation of 8' chain link fence and associated gates per the drawing above with hand changes.

The quotation has been based on the assumption that the work can be performed concurrently with construction of the interior finish portion of the project.

EXHIBIT "B-2"**AMORTIZATION TABLE**

Amortization Table for fencing

Amortization Table

Account Name

Initial Data

LOAN DATA		TABLE DATA	
Loan amount:	\$27,700.00	Table starts at date:	
Annual interest rate:	5.00%	or at payment number:	1
Term in years:	5		
Payments per year:	12		
First payment due:	7/1/2022		
PERIODIC PAYMENT			
Entered payment:		<i>The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".</i>	
Calculated payment:	\$522.73		
CALCULATIONS			
Use payment of:	\$522.73	Beginning balance at payment 1:	27,700.00
1st payment in table:	1	Cumulative interest prior to payment 1:	0.00

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	7/1/2022	27,700.00	115.42	407.32	27,292.68	115.42
2	8/1/2022	27,292.68	113.72	409.01	26,883.67	229.14
3	9/1/2022	26,883.67	112.02	410.72	26,472.95	341.15
4	10/1/2022	26,472.95	110.30	412.43	26,060.52	451.46
5	11/1/2022	26,060.52	108.59	414.15	25,646.38	560.04
6	12/1/2022	25,646.38	106.86	415.87	25,230.50	666.90
7	1/1/2023	25,230.50	105.13	417.61	24,812.90	772.03
8	2/1/2023	24,812.90	103.39	419.35	24,393.55	875.42
9	3/1/2023	24,393.55	101.64	421.09	23,972.46	977.05
10	4/1/2023	23,972.46	99.89	422.85	23,549.61	1,076.94
11	5/1/2023	23,549.61	98.12	424.61	23,125.00	1,175.06
12	6/1/2023	23,125.00	96.35	426.38	22,698.62	1,271.42
13	7/1/2023	22,698.62	94.58	428.16	22,270.46	1,366.00
14	8/1/2023	22,270.46	92.79	429.94	21,840.52	1,458.79
15	9/1/2023	21,840.52	91.00	431.73	21,408.79	1,549.79
16	10/1/2023	21,408.79	89.20	433.53	20,975.26	1,638.99
17	11/1/2023	20,975.26	87.40	435.34	20,539.93	1,726.39
18	12/1/2023	20,539.93	85.58	437.15	20,102.78	1,811.97
19	1/1/2024	20,102.78	83.76	438.97	19,663.81	1,895.74
20	2/1/2024	19,663.81	81.93	440.80	19,223.00	1,977.67
21	3/1/2024	19,223.00	80.10	442.64	18,780.37	2,057.76
22	4/1/2024	18,780.37	78.25	444.48	18,335.89	2,136.02
23	5/1/2024	18,335.89	76.40	446.33	17,889.55	2,212.42
24	6/1/2024	17,889.55	74.54	448.19	17,441.36	2,286.95
25	7/1/2024	17,441.36	72.67	450.06	16,991.30	2,359.63
26	8/1/2024	16,991.30	70.80	451.94	16,539.36	2,430.42
27	9/1/2024	16,539.36	68.91	453.82	16,085.54	2,499.34
28	10/1/2024	16,085.54	67.02	455.71	15,629.83	2,566.36
29	11/1/2024	15,629.83	65.12	457.61	15,172.22	2,631.49
30	12/1/2024	15,172.22	63.22	459.52	14,712.71	2,694.70
31	1/1/2025	14,712.71	61.30	461.43	14,251.28	2,756.01
32	2/1/2025	14,251.28	59.38	463.35	13,787.93	2,815.39
33	3/1/2025	13,787.93	57.45	465.28	13,322.64	2,872.84
34	4/1/2025	13,322.64	55.51	467.22	12,855.42	2,928.35
35	5/1/2025	12,855.42	53.56	469.17	12,386.25	2,981.91
36	6/1/2025	12,386.25	51.61	471.12	11,915.13	3,033.52
37	7/1/2025	11,915.13	49.65	473.09	11,442.04	3,083.17
38	8/1/2025	11,442.04	47.68	475.06	10,966.98	3,130.84
39	9/1/2025	10,966.98	45.70	477.04	10,489.94	3,176.54
40	10/1/2025	10,489.94	43.71	479.03	10,010.92	3,220.25
41	11/1/2025	10,010.92	41.71	481.02	9,529.90	3,261.96
42	12/1/2025	9,529.90	39.71	483.03	9,046.87	3,301.67
43	1/1/2026	9,046.87	37.70	485.04	8,561.84	3,339.36
44	2/1/2026	8,561.84	35.67	487.06	8,074.78	3,375.04
45	3/1/2026	8,074.78	33.64	489.09	7,585.69	3,408.68
46	4/1/2026	7,585.69	31.61	491.13	7,094.56	3,440.29
47	5/1/2026	7,094.56	29.56	493.17	6,601.39	3,469.85
48	6/1/2026	6,601.39	27.51	495.23	6,106.16	3,497.35
49	7/1/2026	6,106.16	25.44	497.29	5,608.87	3,522.80
50	8/1/2026	5,608.87	23.37	499.36	5,109.51	3,546.17
51	9/1/2026	5,109.51	21.29	501.44	4,608.06	3,567.46
52	10/1/2026	4,608.06	19.20	503.53	4,104.53	3,586.66
53	11/1/2026	4,104.53	17.10	505.63	3,598.90	3,603.76
54	12/1/2026	3,598.90	15.00	507.74	3,091.16	3,618.75
55	1/1/2027	3,091.16	12.88	509.85	2,581.31	3,631.63
56	2/1/2027	2,581.31	10.76	511.98	2,069.33	3,642.39
57	3/1/2027	2,069.33	8.62	514.11	1,555.22	3,651.01
58	4/1/2027	1,555.22	6.48	516.25	1,038.97	3,657.49
59	5/1/2027	1,038.97	4.33	518.40	520.56	3,661.82
60	6/1/2027	520.56	2.17	520.56	0.00	3,663.99

EXHIBIT "C"**RULES AND REGULATIONS**

1. Tenant shall not place anything, or allow anything to be placed, in the common areas, if any, or near the glass of any window, door, partition or wall which may in Landlord's judgment, appear unsightly from the common areas or from the outside of the Premises or the building in which the Premises are located (the "Building").
2. If there is a Building directory, as provided by Landlord, it shall be available to Tenant solely to display their/its one line/name and their/its location in the Building, which display shall be directed by Landlord.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Tenant nor any employees or invitees of any Tenant shall go upon the roof of the Building.
4. The toilet rooms, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by Tenant.
5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.
6. Tenant shall not smoke in the offices or common areas of the Building. All smoking shall be limited to designated areas outside the building.
7. No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for lodging.
8. Tenant shall not bring upon, use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
9. Landlord shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The locations of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
10. Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys and passes for offices, room, parking, lot and toilet rooms, which shall have been furnished Tenant. In the event of the loss of any keys so furnished, Tenant shall pay Landlord therefor. Tenant shall not make, or cause to be made, any such keys and shall order all such keys solely from Landlord and shall pay Landlord for any additional such keys over and above the two sets of keys furnished by Landlord.
11. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.
12. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator, except between such hours and in such elevator as shall be designated by Landlord.
13. Tenant shall cause all doors to its Leased Premises to be closed and securely locked before leaving the Building at the end of the day.
14. Without the prior written consent of Landlord, Tenant shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising the business of Tenant, except Tenant may use the address of the Building as the address of its business.
15. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls which are located in the Common Areas. Tenant shall keep corridor doors closed.

16. Except for Landlord's gross negligence, Tenant assumes full responsibility for protecting the Premises from theft, robbery, pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured.
17. Intentionally Deleted.
18. Intentionally Deleted.
19. On Sundays, holidays (legal) and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be at Tenant's sole risk.
20. Tenant shall not change locks or install other locks on doors without the prior written consent of Landlord. All changes in the locks on office doors or change to the card access system, if any, after occupancy will be at the expense of the Tenant.
21. The cost of any special electrical circuits for items such as copy machines, computers, microwaves, etc., shall be borne by Tenant. Prior to installation of special equipment or special wiring Tenant must receive written approval from Landlord.
22. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures or heating apparatus so the same may be attended to properly.
23. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry, shall be brought into or installed on the demised Premises. Landlord shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by Landlord, be required to be supported by such additional materials placed on the floor as Landlord may direct, and at the expense of Tenant. In no event can these items exceed a weight for which the floor is designed.
24. No person or persons other than those approved by Landlord will be permitted to enter the Building for purposes of cleaning, maintenance, construction or painting.
25. Tenant shall not permit or suffer the demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the Building.
26. Canvassing, soliciting and peddling in the Building are prohibited. Tenant shall cooperate to prevent the same.
27. Landlord reserves the right, at any time, to rescind any one or more of these rules and regulations or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Building for the preservation or order therein.

EXHIBIT "D"**TENANT ESTOPPEL STATEMENT****Landlord: Equity Commercial Realty, LLC****Tenant: City of Norman, ATTN: Legal Department****Premises: 1910 Research Park Blvd, Norman, OK 73069**

As Tenant under the above referenced Lease, the undersigned hereby acknowledges for the benefit of the Landlord the potential purchaser of the Premises and any potential lender whose loan will be secured by the Premises the truth and accuracy of the following statements pertaining to the Lease.

1. Tenant has accepted, is satisfied with, and is in full possession of said Premises, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease.
2. The Lease is in full force and effect and Tenant is paying the full rent stipulated in the Lease with no offsets, defenses or claims.
3. Neither Landlord nor Tenant is in default under any of the terms, covenants or provisions of the Lease.
4. Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the terms of The Lease as specified in the Lease.
5. The fixed annual rent under the Lease is \$ _____ and no monies have been paid to Landlord in advance of the due date set forth in the Lease described above, except \$ _____.
6. The Lease is for a term of ____ years and Tenant has been in occupancy and paying rent since the term commenced on _____.
7. No monetary consideration, including the value of rental concessions, has been granted Tenant by Landlord for entering into the Lease except \$ _____.
8. That the Landlord holds no security deposit of the Tenant except as follows: \$ _____.
9. Tenant acknowledges (a) that there have been no oral or written modifications or amendments to the Lease other than herein specifically stated, (b) that is has no notice of prior assignment, hypothecation or pledge of rents or of the Lease, (c) that a true and complete copy of the Lease is attached hereto, the same represents the entire agreement between Landlord and Tenant and the same is full y enforceable in accordance with its terms, (d) that no prepayment or reduction of rent and no modification, termination or acceptance of surrender of the Lease will be valid as to Landlord or Lender without the consent of said entities, and (e) that notice of the proposed assignment of Landlord's interest in the Lease may be given it by Certified of Registered Mail, Return Receipt Requested, at the Premises, or as otherwise directed below.

Landlord:

Equity Commercial Realty, LLC
 c/o Touchstone Management
 PO 722760
 Norman, OK 73070
 405.701.0038
marissa@fleskeholding.com

Tenant:

City of Norman
 201 W. Gray
 Norman, OK 73069
 ATTN: Legal Department

Date: _____

Date: _____

BY: _____

BY: _____

EXHIBIT "E"

TENANT ACCEPTANCE LETTER

Landlord: Equity Commercial Realty, LLC

Tenant: City of Norman, ATTN: Legal Department

Premises: 1910 Research Park Blvd, Norman, OK 73069

LEASE DATED: _____

The undersigned, as Tenant, hereby confirms as of this date, the following:

1. That it has accepted possession of the premises pursuant to the terms of the aforesaid Lease.
2. That the improvements and space required to be furnished according to the aforesaid Lease have been completed in all respects and have been found to be satisfactory.
3. That the Landlord has fulfilled all of its duties of an inducement nature in the Lease, if any.
4. That the aforesaid Lease has not been modified, altered or amended except as noted herein.
5. That there are no offsets or credits against rentals, nor have rentals been paid more than thirty (30) days in advance.
6. That said rental shall commence to accrue on the ____ day of _____, 2022.
7. That we have no notice of a prior assignment, hypothecation or pledge of rents or the lease.

Tenant: _____

Tenant: _____

DATE: _____

DATE: _____

TITLE	lease Research Park - City of Norman, ready for signature
FILE NAME	Research Park Lea...or signatures.pdf
DOCUMENT ID	7fcc78112015d76448fd52a4a7330a7dfd0bcfc8
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

03 / 30 / 2022

22:26:07 UTC

Sent for signature to Darrel Pyle (darrel.pyle@normanok.gov) and Eric Fleske (eric@fleskeholding.com) from rachelle@fleskeholding.com
IP: 72.198.168.219



VIEWED

03 / 31 / 2022

18:34:21 UTC

Viewed by Darrel Pyle (darrel.pyle@normanok.gov)
IP: 96.8.35.98



SIGNED

03 / 31 / 2022

18:35:44 UTC

Signed by Darrel Pyle (darrel.pyle@normanok.gov)
IP: 96.8.35.101



VIEWED

03 / 31 / 2022

18:47:14 UTC

Viewed by Eric Fleske (eric@fleskeholding.com)
IP: 72.198.168.219



SIGNED

03 / 31 / 2022

18:47:24 UTC

Signed by Eric Fleske (eric@fleskeholding.com)
IP: 72.198.168.219



COMPLETED

03 / 31 / 2022

18:47:24 UTC

The document has been completed.

File Attachments for Item:

24.

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-107 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM FOR PANTOGRAPH CHARGING INFRASTRUCTURE; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$272,162) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-107 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION'S FYE 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM FOR PANTOGRAPH CHARGING INFRASTRUCTURE; EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH (\$272,162) IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to pursue federal grant opportunities to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service.

On May 22, 2019, the Governor of Oklahoma designated the City to be the direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the Federal Transit Administration (FTA) formally approves the City eligible to receive such federal funds. On June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds.

Department of Transportation's (DOT) National Infrastructure Investments (i.e., the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program) under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law") makes federal resources available on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact and the City of Norman was recognized by the DOT as an eligible recipient of federal funds and is an eligible applicant of the RAISE Grant Program.

On February 24, 2009, the Norman City Council adopted the City's first Alternative Fuel Program which strongly supports the acquisition and operation of alternative fuel vehicles (AFVs). This set the City's goal to increase the usage of alternative fuel vehicles each year as technology allows while monitoring each new technological advancement to suit the application and departmental needs. At that point in time fully electric vehicles were not an option, but the

technology has now advanced in this direction and the City of Norman is still striving to be a leader in the implementation of alternative fuel technology. This is also in accordance with the "Ready for 100" resolution passed by Council on May 28, 2018, which set a goal of 100 percent renewable energy sources for transportation by 2050.

An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. Approximately 50% of the vehicle purchase price will be reimbursed through a grant received from the Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.

An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the Federal Transit Administration's (FTA's) 2021 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.

On December 14, 2021 Council approved funding for additional costs on both buses to add charge rails to the top of the buses. Adding the charge rails to the buses ensures that they are properly wired and outfitted for this additional charging solution if the City is able to procure and install the pantograph charging solution in the future. Delivery of both busses is expected to be July-August 2022.

DISCUSSION:

Charge rails, when paired with a pantograph charging solution, allows the buses to be charged in service during a layover at a major stop or transit center. The pantograph charging solution can be thought of as an awning the bus drives underneath that extends and connects to the charge rails on the busses. There is a need for pantograph charging infrastructure in order to maintain sufficient charge levels. Staff anticipates an estimated price for two pantograph chargers to be \$960,810 and installation would be approximately \$400,000, equaling \$1,360,810 in total cost.

The application process for the RAISE grant program requires identification of the source of the local match to federal funds and commitment to provide those funds if the project is selected for funding. The minimum cost share for this grant application can be 100% federal, however, as a competitive grant program the proposed cost share for this grant is 80% federal (\$1,088,648) and 20% local (\$272,162) to make the City's application more competitive. Funding for the City's local match could be provided through the General Fund, Public Transit Sales Tax Fund, or Capital Fund, if the project is selected.

RECOMMENDATION:

Staff recommends that City Council approve Resolution R-2122-107 authorizing the City Manager or his designee to submit a grant application to the U.S. Department of Transportation's Federal Fiscal Year 2021-2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for pantograph charging infrastructure, and expressing its commitment to secure funding for the local match (\$272,162) if such grant is awarded and the project approved.

R-2122-107

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF TRANSPORTATION'S FYE 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM AND EXPRESSING ITS COMMITMENT TO SEEK FUNDING FOR THE LOCAL MATCH IF SUCH GRANT IS AWARDED AND PROJECT APPROVED.

- § 1. WHEREAS, the Department of Transportation's (DOT) National Infrastructure Investments (i.e., the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program) under the Infrastructure Investment and Jobs Act ("Bipartisan Infrastructure Law") makes federal resources available on a competitive basis for surface transportation infrastructure projects that will have a significant local or regional impact; and
- § 2. WHEREAS, the City of Norman was recognized by the DOT as an eligible recipient of federal funds and is an eligible applicant of RAISE Grant Program; and
- § 3. WHEREAS, the application process requires identification of the source of the local match to federal funds and commitment to provide those funds if the project is selected for funding; and
- § 4. WHEREAS, the City of Norman has previously partnered with Gillig, a manufacturer of fixed route buses, for the procurement of 35' electric buses; and
- § 5. WHEREAS, there is a need for pantograph charging infrastructure in order to maintain sufficient charge levels and staff anticipates that an estimated price for the pantograph chargers and installation would be approximately \$1,360,810 in total cost; and
- § 6. WHEREAS, the minimum cost share for this grant application can be 100% federal, however, as a competitive grant program the proposed cost share for this grant is 80% federal (\$1,088,648) and 20% local (\$272,162) to make the City's application more competitive; and
- § 7. WHEREAS, funding for the City's local match could be provided through the General Fund, Public Transit Sales Tax Fund, or Capital Fund, if the project is selected.

R-2122-107

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

- § 8. THAT the City of Norman, Oklahoma, hereby authorizes the City Manager or his designee to submit a grant application to the Federal Transit Administration's RAISE Grant Program; and
- § 9. THAT the City of Norman, Oklahoma, expresses its commitment to seek funding for the local match through either the General Fund, Public Transit Sales Tax Fund, Capital Fund, or any other available local funding source allowed by law if the City receives such grant and the project is selected.

PASSED AND ADOPTED this 12th day of April, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-110: A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE NORMAN MUNICIPAL AUTHORITY ADOPTING THE UPDATED IMPLEMENTATION PLAN FOR PROJECTS FUNDED OR TO BE FUNDED BY REVENUES COLLECTED FROM THE NORMAN FORWARD TEMPORARY SALES TAX



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Anthony Francisco

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-110: A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE NORMAN MUNICIPAL AUTHORITY ADOPTING THE UPDATED IMPLEMENTATION PLAN FOR PROJECTS FUNDED OR TO BE FUNDED BY REVENUES COLLECTED FROM THE NORMAN FORWARD TEMPORARY SALES TAX

BACKGROUND:

On August 11, 2015, the Norman City Council adopted Ordinance O-1516-5, which levied a ½ percent “Norman Forward” sales tax for a period of fifteen years, subject to voter approval. The voters of Norman approved the Ordinance on October 13, 2015. The NORMAN FORWARD Sales Tax (NFST) provides funding for a series of quality of life capital projects.

To assist with carrying out the approved NORMAN FORWARD projects in an orderly fashion, the Council appointed a Citizen’s Financial Oversight Board (Resolution R-1516-75, adopted December 22, 2015) and hired a Program Management firm, ADG, Inc. (Contract K-1516-110, approved on February 23, 2016; amended on February 26, 2019) to assist City staff with the implementation of the projects. One of the major tasks performed by ADG is to assist in the preparation of an Implementation Plan document, to help guide the development of the NORMAN FORWARD projects on anticipated schedules and within anticipated budget allocations, and to report on the progress of the individual projects.

The Norman Forward Implementation Plan was originally adopted by the City Council/Norman Municipal Authority on June 28, 2016 (Resolution 1516-130), as recommended by the NORMAN FORWARD Citizen’s Financial Oversight Board (CFOB). The Implementation Plan is intended to be a “living document”; subject to change, periodic review and re-approval as NORMAN FORWARD projects progress. On the recommendation of the CFOB, an amended Implementation Plan was adopted by the NMA/Council October 8, 2019 (Resolution R-1920-44).

DISCUSSION:

The CFOB has reviewed the I-Plan document on a periodic basis and made necessary changes to the Plan. As the NORMAN FORWARD program has progressed, several major projects have been completed or are nearing completion, and some major program changes have been approved by the Council/NMA. This progress and these program changes necessitate another, more substantive update to the Implementation Plan, to be considered for adoption by the City Council and Norman Municipal Authority Trustees. The CFOB considered the attached updated Implementation Plan at its meeting on March 29, 2022 and recommended its adoption by the City Council and NMA.

Some of the significant changes that have been made to the NORMAN FORWARD program that will be incorporated in this updated Implementation Plan include the following:

- The site of the Indoor Aquatic Center and Indoor Multi-Purpose Facility has been identified in the University North Park development (south and east of the corner of Rock Creek Road and 24th Avenue N.E.), and the anticipated two projects have been combined under one roof as the “Young Family Athletic Center”, in response to a generous donation from the Young Family Foundation. The scope of the project has also been expanded to include a human performance and health clinic, “NMotion”, sponsored by the Norman Regional Health System. Further supplemental funding for the project has been allocated from the proceeds of the 2021 Norman Municipal Authority Room Tax Revenue Bonds.
- The site of the Senior Citizen’s Center has been identified in the Norman Regional Health System “Porter Wellness Village” (north and west of the corner of Findlay Avenue and Rich Street), and the scope of the project has been expanded from a recreational facility to include wellness facilities. Supplemental funding for the Senior Center project has been allocated from federal Coronavirus Aid, Recovery and Economic Security Act reimbursement funds.
- Several projects have been completed, within their budget allocations: the Westwood Tennis Facility; the Andrews Park (“Blake Baldwin”) Skate Park; the Ruby Grant Park, Phase I improvements; several public art installations; the new Park Maintenance facility (a part of the Reaves Park Baseball/Softball Complex project); and several neighborhood and community park improvement projects. Several other projects are under construction or nearing completion.
- The second and third (final) NFST-backed, Norman Municipal Authority revenue bond issuances, to provide up-front funding for many of the Norman Forward projects, have been completed. The lower amount (face value) of the debt issuances and the lower interest rates achieved in the issuances, compared to preliminary projections, has resulted in over \$20 million in savings to the NORMAN FORWARD program.

RECOMMENDATION:

It is recommended that the Joint Resolution be approved, adopting the updated NORMAN FORWARD Implementation Plan.

R-2122-110

A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE NORMAN MUNICIPAL AUTHORITY ADOPTING THE UPDATED IMPLEMENTATION PLAN FOR PROJECTS FUNDED OR TO BE FUNDED BY REVENUES COLLECTED FROM THE NORMAN FORWARD TEMPORARY SALES TAX.

- § 1. WHEREAS, the City Council for the City of Norman, Oklahoma, adopted Ordinance O-1516-5 on the 11th day of August, 2015, which levied, effective January 1, 2016, a one-half (1/2) percent sales tax on all taxable sales in the City of Norman for a period of fifteen (15) years, the (“NFST”) in order to provide a source of funding for certain enumerated Quality of Life projects; and
- § 2. WHEREAS, the voters for the City of Norman approved the NORMAN FORWARD initiative at the Special Election called for that purpose held on October 13, 2015; and
- § 3. WHEREAS, Ordinance O-1516-5 provided that prior to the expenditure of any monies in the NFST, Council shall establish or designate by Resolution a citizen oversight board to review expenditures of such monies and submit recommendations to the Council regarding such expenditures; and
- § 4. WHEREAS, on December 22, 2015, the Council approved Resolution R-1516-75 that appointed the members of the NFST Citizens Financial Oversight Board (“CFOB”); and
- § 5. WHEREAS, on February 23, 2016, the City Council approved Contract K-1516-110 with Architectural Design Group (“ADG”) to assist the City with Project Management of the Westwood Aquatics Project, East Branch Library Project, Central Branch Library Project, and preparation of an implementation Plan for other projects identified in the NFST Ordinance, and over the years K-1516-110 has been amended to add other NORMAN FORWARD projects; and
- § 6. WHEREAS, the NORMAN FORWARD Implementation Plan was adopted by City Council on June 28, 2016, (Resolution 1516-130), as recommended by the NORMAN FORWARD CFOB; and
- § 7. WHEREAS, the Implementation Plan is intended to be a “living document”; subject to change, periodic review and re-approval as NORMAN FORWARD projects progress and the CFOB has reviewed the document on approximately a semi-annual basis and made necessary, minor changes to the Plan; and
- § 8. WHEREAS, as the NORMAN FORWARD program progressed, several major projects have been completed or are nearing completion, and some major program changes have

R-2122-110

been approved by City Council necessitating a more substantive update to the Implementation Plan; and

- § 9. WHEREAS, the updated Implementation Plan is now being forwarded to City Council for its consideration and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE TRUSTEES OF THE NORMAN MUNICIPAL AUTHORITY AS FOLLOWS:

- § 10. The attached updated Implementation Plan revised March 29, 2022, is hereby approved and adopted for the projects funded or to be funded by the revenues from the temporary NORMAN FORWARD sales tax, to be reviewed by the City Council and Norman Municipal Authority as deemed appropriate as projects progress.

PASSED AND ADOPTED this _____ day of April, 2022.

NORMAN CITY COUNCIL:

Mayor, City of Norman

ATTEST:

City Clerk

NORMAN MUNICIPAL AUTHORITY:

Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees



NORMAN FORWARD Implementation Plan
May 2016
Revised 3/2022

NORMAN FORWARD

Implementation Plan

I. Executive Summary

NORMAN FORWARD is designed to improve the quality of life in Norman through renovating, expanding, constructing, and funding projects including multiple recreational facilities, libraries, parks, athletic venues, public art, trails, and swim complexes. NORMAN FORWARD also includes traffic improvements and an extension of the existing James Garner Avenue. A citizen-initiated proposal, NORMAN FORWARD will enhance the Norman community for generations to come.

Funded through a 15-year earmarked sales tax, NORMAN FORWARD includes 12 projects spanning the entire city at an estimated cost of \$148 million. It also includes other program expenses at an estimated cost of \$55.4 million. Sales tax collections began on January 1, 2016 and will continue for 15 years.

The NORMAN FORWARD program includes:

- Canadian River Park
- Central Branch Library
- East Branch Library
- Griffin Land Acquisition
- Indoor Aquatic Center
- Indoor Multi-Sport Facility
- James Garner Avenue Extension
- Parks Projects
 - Westwood Tennis Center
 - Saxon Park
 - Ruby Grant Park
 - Andrews Park
 - Existing Neighborhood Park Renovations
 - New Neighborhood Park Development
 - New Trail Development
- Senior Citizens Center
- Sports Complex Projects
 - Reaves Park
 - Softball & Football Complex
 - Griffin Park Soccer Complex
- Traffic Improvements
- Westwood Family Aquatic Center

The City is moving forward with the projects and the Implementation Plan is guiding the process. The Implementation Plan is a document to be reviewed and recommended by the NORMAN FORWARD Citizen Financial Oversight Board and adopted by the City Council, which outlines the scopes of work, conceptual budgets, and the order in which the projects or phases of projects will commence. The Implementation Plan is a living document which will be reviewed, re-evaluated, and re-adopted from time to time as projects progress and plans become realities.

As of this writing, six of the major NORMAN FORWARD projects have been completed, or are nearing completion:

- The East Branch Library
- The Central Branch Library
- The Westwood Family Aquatic Center
- The Westwood Tennis Center
- The Ruby Grant Park (Phase I)
- The Andrews Park Redevelopment

Several other NORMAN FORWARD projects are partially completed (progressing in stages) or nearing construction phases. Neighborhood park renovation projects have been completed at Oakhurst, Sonoma, Prairie Creek, and four other locations. New park construction at Songbird Park has been completed. A new "Summit Valley" Park is currently underway. The NORMAN FORWARD program is already transforming the quality of life in Norman.

In February 2016, ADG, P.C. was hired as the program manager for the NORMAN FORWARD program. Since that time, ADG has attended meetings, conducted research, and analyzed data to prepare the Implementation Plan. The information in the Implementation Plan is based on currently available information as well as certain assumptions made based on anticipated requirements.

II. Background

The History of NORMAN FORWARD

The NORMAN FORWARD initiative came to City Council from community groups, stakeholders, and residents, who prepared an initial program scope using analysis and information from master plans for the libraries and parks, recreational planning professionals, traffic professionals, and research firms.

Beginning in the spring of 2015, Norman City Council began a series of Council conferences and additional public meetings to refine the program scope, financing, and funding opportunities for NORMAN FORWARD. Priority projects are

included from the 2014 *Library Master Plan Update*, the 2009 *Norman Parks & Recreation Master Plan*, and additional projects designed to provide recreational and educational opportunities for Norman residents.

The program is intended to improve the quality of life for all Norman residents and visitors by providing public projects and programming that contribute to better health, more active lifestyles, intellectual and arts pursuits, and improved traffic safety. The program is funded by a 15-year, one-half percent earmarked sales tax.

On August 11, 2015, City Council voted unanimously to approve NORMAN FORWARD Ordinance O-1516-5 and Resolution R-1516-14 that called for an election to take place on October 13, 2015, to ask Norman voters to consider a temporary sales tax increase to provide funding for the projects.

The temporary one-half percent (1/2%) sales tax was approved by 72% of Norman voters. The authorized sales tax increase began on January 1, 2016.

Public Involvement

The NORMAN FORWARD Citizen Financial Oversight Board (CFOB) was created by Council resolution (R-1516-75) on December 22, 2015 to review the finances of the NORMAN FORWARD program. Their tasks include:

- Review actual and projected NORMAN FORWARD Sales Tax (NFST) revenues;
- Recommend mix of project financing including pay as you go ("paygo") and debt financing;
- Review pace and sequencing of construction of projects;
- Review Council actions related to expenditures of NFST monies;
- Recommend strategies for long term operations and maintenance of facilities;
- Report to Council from time to time as warranted and to provide an annual report to City Council;
- Perform such other duties related to NORMAN FORWARD as the City Council directs by motion or resolution;
- Assign one CFOB member to serve with and act as a liaison to certain advisory committees that Council may form from time to time regarding specific NORMAN FORWARD projects.

The Oversight Board consists of nine members, appointed by the Mayor and confirmed by City Council. Members are from various wards and have backgrounds and experience in accounting, banking, construction, auditing, advertising, operations, and law. Two ex-officio members are part of the Board, including the Mayor (or designee) and City Manager (or designee).

Ad hoc advisory groups were appointed by the Mayor to provide additional citizen input specific to each major NORMAN FORWARD project and to City Council. One member of the Oversight Board serves on each ad hoc advisory group. Ad hoc groups have five to eleven members each. Ex-officio members include the City Manager (or designee), a CFOB member, a Park Board Member, and may include a member, or members, of specific stakeholder groups.

All Oversight Board and ad hoc advisory group meetings are open to the public and shall comply with the Oklahoma Open Meetings Act. The public is invited to attend meetings and provide input and comments to the ad hoc advisory groups and Oversight Board.

Process

The NORMAN FORWARD Implementation Plan sets the overall guidelines for program scope, project scheduling, and individual construction budgets. Site selection and land acquisition, if applicable, will be required prior to the start of design for most projects.

Certain sites may require demolition, site clearing, or other preparatory steps. Environmental testing will also be performed, as needed, prior to building design, and if necessary, environmental remediation will be completed.

The City will solicit Requests for Qualifications (RFQ) from consultants, such as architects and engineers. Responses to RFQs will be reviewed using the City's consultant selection process.

Documents produced by each consultant will undergo peer reviews conducted by the City staff and Program Manager. The purpose of these reviews is to monitor consultant plans and specifications for conformance with the design intent and the allocated budget. At selected phases of the design process, the ad hoc advisory groups and the Citizens Financial Oversight Board may receive presentations from consultants in order to review the designs.

Once the final design of a project has been approved, the City will utilize its standard competitive bidding process to solicit and award construction contracts. "Construction Manager at Risk" processes may be used, combining several of the design, bidding and construction phases, for certain projects. The architects and/or engineers will review construction progress, and the Program Manager will provide additional field observation for conformance with construction documents.

Throughout the process, the City staff and Program Manager will provide outreach to citizens through communication on the status of each project.

Communication

As with any large, capital improvement program, communication with the public is critical for the success of NORMAN FORWARD. In addition to the high level of citizen participation through the Citizens Financial Oversight Board and the ad hoc advisory groups, ongoing communication and information will be made available to the public through various avenues and outlets.

Communication methods include but are not limited to:

- A quarterly electronic newsletter to stakeholders
- Promotion and updates via print media, television, social media outlets including Facebook and Twitter
- Updates and promotion in partnership with the Norman Chamber of Commerce via the Chamber's newsletter and website
- Routine press releases about public meetings, surveys, and other updates sent to various outlets including the *Norman Transcript* and Norman News
- Updates in the City Manager's weekly report to City Council, which is also sent to the *Norman Transcript*, posted to the City Manager's webpage, and promoted on Facebook
- Updates in the City Manager's report at City Council meetings; videos from these updates are posted to the City Manager's webpage, promoted on Facebook, and uploaded to YouTube
- Routine updates to the NORMAN FORWARD website
- Branded NORMAN FORWARD construction signs
- Public construction groundbreakings and ribbon-cuttings
- Open houses, videos, and tours of projects in-progress
- Meetings posted on government access television
- Inclusion in the City of Norman Annual Report

Implementation Plan Development

The information in the Implementation Plan and Project Timeline is based on currently available information as well as certain assumptions made based on anticipated requirements. The Project Timeline, scope of work, and budgets are subject to change, as directed by Council, as the planning process progresses and more information becomes available.

Project budgets may include: conceptual estimates of consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency.

The construction budgets are based on information from a number of sources including local and national cost estimating firms, industry consultants, and data

from the City of Norman. Construction budgets are conceptual and are derived from anticipated scopes of work needed for complete projects. Actual project costs may vary from initial cost estimates depending on final work scopes, the bidding climate at the time of bid, inflation and other factors impacting the economy.

Debt vs. Pay-As-You-Go Financing

The Council and the citizen's Financial Oversight Board have adopted an anticipated mix of projects to be financed on the pay-as-you-go basis, versus projects to be financed through the issuance of debt to enable the projects to proceed in advance of the actual revenues being collected to pay for the projects. Generally speaking, the following major projects are anticipated to be paid for through up-front debt financing:

Central and East Branch Libraries
 Westwood Family Aquatic Center and Tennis Center Improvements
 Griffin Park Soccer Complex
 Reaves Park Baseball/Softball Complex
 Indoor Aquatic Facilities (Young Family Athletic Center)
 Indoor Multi-Sport Facility (Young Family Athletic Center)
 Adult Football/Softball Complex

In order to coincide with the construction schedules of the projects, it is anticipated that there will be three separate NORMAN FORWARD debt issuances. These issuances have been made:

- Norman Municipal Authority Sales Tax Revenue Note, Series 2015B (dated December, 17, 2015) - \$43,600,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2017 (dated June 27, 2017) - \$30,950,000
- Norman Municipal Authority Sales Tax Revenue Note, Series 2020 (dated December 17, 2020) - \$22,250,000

The amount of debt that was actually issued was significantly below the originally anticipated amount, resulting in interest savings to the Norman Forward program. The other NORMAN FORWARD projects and related operational costs are anticipated to be paid for on a pay-as-you-go basis, with the projects timed to meet cash flow availability schedules over the tenure of the NORMAN FORWARD sales tax collections.

III. The Projects

The projects, their respective published budgets, and current estimates are:

Project	Published Budget	Current Estimate
▪ Canadian River Park	\$2 million	\$2,000,000
▪ Central Branch Library*	\$39 million	\$34,973,616
▪ East Branch Library*	\$5.1 million	\$4,790,971
▪ Griffin Land Acquisition	\$10 million	\$2,400,000
▪ Indoor Aquatic Center**	\$14 million	\$14,000,000
▪ Indoor Multi-Sport Facility**	\$8.5 million	\$11,528,369
▪ James Garner Avenue Extension	\$6 million	\$4,500,000
▪ Parks Projects	\$26.5 million	\$24,694,277
○ Westwood Tennis Center*	\$2 million	\$1,801,277
○ Saxon Park	\$2 million	\$2,000,000
○ Ruby Grant Park*	\$6 million	\$6,146,426
○ Andrews Park*	\$2 million	\$1,446,574
○ Existing Neighborhood Park Renovations	\$6.5 million	\$6,500,000
○ New Neighborhood Park Development	\$2 million	\$2,000,000
○ New Trail Development	\$6 million	\$4,800,000
▪ Senior Citizens Center	\$0	\$12,400,000
▪ Sports Complex Projects	\$23.5 million	\$23,500,000
○ Reaves Park	\$10 million	\$10,000,000
○ Softball & Football Complex	\$2.5 million	\$2,500,000
○ Griffin Park Soccer Complex	\$11 million	\$11,000,000
▪ Traffic Improvements	\$2.7 million	\$2,700,000
▪ Westwood Family Aquatic Center*	\$12 million	\$11,763,800
TOTAL PROJECT COSTS	\$149,300,000	\$149,257,033

* Final cost

** Combined as the Young Family Athletic Center

Components of each project budget may include: consulting, architectural, and engineering services; other pre-construction costs such as environmental investigation, remediation, and geotechnical and construction testing, where required; infrastructure; land acquisition; and construction and project contingency. Supplemental revenue from some projects are discussed in project discussions, which follow.

Potential impacts to project budgets include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other uncontrollable increases in cost of construction materials
- Unforeseen circumstances
- Supplemental revenue

Canadian River Park

Description

There is potential for a park area south of Lindsey Street and west of I-35 along the Canadian River. Possibilities for development include wildlife and plant life refuges, trail facilities, and other enhancements.

Scope

If land can be reasonably acquired, a park area would be developed south of Lindsey Street, west of I-35.

Published Budget \$2,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$205,000
A&E / Design / Testing	\$175,000
Construction & FFE	\$1,480,000
Project Contingency	\$140,000
Total Project Budget	\$2,000,000

Timing

Architecture, engineering, and site preparation are contingent upon resolution of land transfer legalities. The ability of the City to acquire land originally contemplated for this project involves resolution of legal complexities related to current ownership and transfer rights. This project is contemplated to move forward in the last half of the program.

Central Branch Library

Description

The November 2014 *Library Master Plan Update* recommended construction of library branches as part of the Pioneer Library System (PLS). PLS is a multi-county library system serving Cleveland, McClain, and Pottawatomie counties in central Oklahoma. Each library in PLS's service area is a partnership between the library system and the city where it is located; the city provides and maintains the facility and PLS provides library staff, collections, and programming.

The new Norman Central Branch Library includes public meeting rooms, learning space, a local history collection, free wireless internet, access to technology, and programming for all ages.

Scope

The new Norman Central Branch Library relocated the existing library to a more spacious and modern facility. This branch is the main branch of both Norman and the Pioneer Library System and is approximately 82,000 square feet. The location is north of Andrews Park on City-owned land, primarily the site of the former Rhodes granary.

Published Budget \$39,000,000

Final Expenditures \$34,973,616

Timing

The Central Branch Library opened in November, 2019 and is providing services.



East Branch Library

Description

As the population in Norman has expanded east and west, so has the demand for library services on the east and west sides of the city. The Norman West branch opened in late 2013 and the East Branch Library expands library services to residents on the east side of the city.

The new East Branch Library opened in 2018 and includes public meeting space, free wireless internet, access to technology, and programming for all ages.

Scope

The Norman East Branch Library is approximately 12,500 square feet and located adjacent to Fire Station 9 at the intersection of Alameda and Ridge Lake Boulevard.

<i>Published Budget</i>	\$5,100,000
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<i>Final Expenditures</i>	\$4,786,483
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Timing

The East Branch Library opened in July, 2018 and is providing services.



Griffin Land Acquisition

Description

2014 Oklahoma legislation authorizes the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to sell or dispose of the Griffin property, including the current Sutton Wilderness Park, Griffin Park and Frances Cate Park. The property was proposed to be acquired by the City using NORMAN FORWARD funds, to permanently house the Griffin Park Soccer Complex and Sutton Wilderness.

Project Activities

In negotiations with the ODMHSAS, it was determined to be mutually beneficial for the City to enter into long-term leases with the ODMHSAS for the Griffin Soccer Complex land, and to maintain an existing lease for the Sutton Wilderness land. The lease agreement (Contract K-1718-136, approved on November 27, 2018) gives the City control of the property for up to a 30-year period, at which time the City has a purchase option for the land. Rental payments of \$80,000 per year, to be paid with Norman Forward funds, will apply to the ultimate purchase of the land, if so desired by the City and ODMHSAS. The Frances Cate Park land was not included in the negotiated lease for the Griffin Soccer Complex site.

The allocation of Norman Forward funds to the Griffin Land Acquisition project was reduced by the City Council from \$10,000,000 to \$2,400,000 (30 payments of \$80,000) by Resolution R-1819-110 (approved May 14, 2019) and the remaining \$7,600,000 budget was re-allocated to a Norman Forward Senior Citizen's project.

<i>Published Budget</i>	\$10,000,000
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Scope

The identified properties to be acquired are:

- | | |
|------------------------------------|------------------|
| ▪ Griffin Park & Sutton Wilderness | 322.2 acres |
| ▪ Francis Cate Park | up to 14.5 acres |

Total Anticipated Land Acquisition	336.7 acres
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Budget

Land Acquisition	\$10,000,000
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<i>Updated Cost Estimate</i>	\$ 2,400,000
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Timing

Based on the negotiated lease, rental payments to the ODMHSAS will be made annually and phased construction of the soccer complex facilities are underway. At the end of the first 15-year Norman Forward period, consideration will be made as to the purchase of the land or the continuation of the lease.

Indoor Multi-Sport and Aquatic Center (Young Family Athletic Center)

Description

The combined Indoor Multi-Sport and Aquatic Center will be named the “Young Family Athletic Center” after Norman native, NBA All-Star and University of Oklahoma alumnus Trae Young. The aquatic portion of the building will feature two pools: an 8-lane 25-meter competition pool with spectator seating and a 4-lane 25-meter pool used as a warm up pool during swim competitions. The Multi-Sport portion will each house 8 basketball courts with 12 volleyball courts. Norman Regional Health System is developing the “NMotion” space which will serve as a sports and human performance center and physician clinic. Other Young Family Athletic Center amenities include concessions, a small retail space, administrative offices, tournament and team breakout rooms, public restrooms, and other standard support areas.

Scope

The site for the NORMAN FORWARD Young Family Athletic Center in the University North Park development has been acquired, southeast of the intersection of Rock Creek Road and 24th Avenue N.W. This site will locate the Young Family Athletic Center adjacent to a major retail and hotel lodging district, attracting regional tournaments and meets which will draw participants and their families from throughout the state of Oklahoma and the central U.S. The operating structure is dependent upon successful operating agreements between the City of Norman, Norman Public Schools, Norman Regional Health System, the Sooner Swim Club, and the chosen third-party operator, Santa Fe Family Life.

Supplemental funds have been allocated from: Norman Forward project savings; Norman Municipal Authority Revenue Bonds secured by Norman Room Tax revenue; University North Park Tax Increment Finance moneys; and a donation from the Trae Young Family Foundation, believed to be the largest private donation in Norman's history. Norman Regional Health System will pay for the portion of the project cost attributable to the “NMotion” facility.

Funding Sources

Norman Forward	\$22,500,000
Norman Forward Roads/Streets	\$328,359
James Garner Project Savings	\$1,500,000
Room Tax Bond	\$3,801,683
Norman Forward Trails Project	\$1,200,000
UNP TIF Fund	\$2,734,791
Trae Young Family Foundation	\$4,000,000
Norman Regional Health System	\$6,966,000
<i>Total Published Budget</i>	<i>\$43,030,000</i>

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$163,000
A&E / Design / Testing	\$2,425,475
Construction & FFE	\$40,018,534
Project Contingency	\$423,817
Total Project Budget	\$43,030,000

Timing

This project broke ground in July of 2021, and construction is underway with a scheduled completion of Fall 2023.

James Garner Avenue Extension*Description*

The James Garner Avenue Extension will provide a north/south roadway to more efficiently carry motorists between downtown Norman and north Norman/south Oklahoma City metropolitan area. The extension will effectively create an updated entrance to the City from the north.

Scope

The extension project will extend James Garner Avenue from Acres Street, over the Robinson Street underpass, connecting to Flood Avenue. The project will include public art enhancements in commemoration of Norman native, multiple EMMY Award winning, Hall of Fame actor James Garner.

Published Budget \$6,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$600,000
A&E / Design / Testing	\$480,000
Construction & FFE	\$4,500,000
Project Contingency	\$420,000
Total Project Budget	\$6,000,000

Timing

The James Garner Extension project has been broken into “phases”, to accommodate the first phase to be completed in conjunction with the opening of the new Central Branch Library. The first phase, from just south of Acres Street in the City Municipal Complex to the Central Library parking lot, has been completed. A second phase, extending to north of Robinson Street and connected with Flood Avenue, is planned to proceed in Summer 2022. City Staff have secured \$4.8 million of Federal funds for this project. The project is estimated to complete construction in Summer 2023.

Parks Projects

Description

Parks all across Norman will be enhanced by NORMAN FORWARD. Additionally, new parks and trails will be developed. Plans from the Parks Master Plan will be reviewed to make sure they are still relevant to neighborhood needs.

Scope

The identified parks projects are:

- Westwood Tennis Center: conversion of two existing outdoor courts to indoor and construction of two new outdoor courts with lighting. This project has been completed (Budget: \$1,000,000; Final Cost: \$1,801,277).
- Saxon Park: develop Phase II of the Saxon Park Master Plan to include additional parking, fencing, furnishings, play area, restrooms, and event shelter (Budget: \$2,000,000).
- Ruby Grant Park: develop Phase I of the Ruby Grant Park Master Plan with utility infrastructure improvements, signage, parking, trails, practice fields, pavilion, and pedestrian lighting. This project has been completed. (Budget: \$6,000,000; Final Cost: \$6,146,426) (\$150,000 appropriated from Community Park Land Fund balance).
- Andrews Park: skate park expansion, amphitheater seating shade, landscaping, and splash pad enhancement. This project has been completed. (Budget: \$1,500,000; Final Cost: \$1,446,426).
- Existing Neighborhood Park Renovations: as per revisited 2009 Parks Master Plan recommendations. Renovations have been completed at seven parks, and two more are planned to be undertaken throughout the Norman Forward life (Budget: \$6,500,000).
- New Neighborhood Park Development – the first new neighborhood park, “Songbird Park” is complete and the new “Summit Valley” park is currently underway. Three more will be undertaken throughout the Norman Forward life at Southlake, Links, and Redlands. (Budget: \$2,000,000).
- New Trail Development: complete initial loop routing of Legacy Trail (Budget: \$4,800,000).

Published Budget \$25,000,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,440,000
A&E / Design / Testing	\$1,240,000
Construction & FFE	\$20,580,000
Project Contingency	\$1,740,000
Total Project Budget	\$25,000,000

Timing

Individual park and trail improvement projects will be undertaken on a yearly basis throughout the life of NORMAN FORWARD.

Senior Citizens Center

Description

The NORMAN FORWARD Ordinance included the following language:

To construct and to equip a Senior Center through renovation of an existing facility or construction of a new free standing facility at a location to be determined by Council, after consideration of the desires of Norman citizens who would likely use the facility, functionality of proposed facility, and feasibility including how to accomplish other voter authorized municipal complex improvements:

To be funded from proceeds that can be generated from the sale of General Obligation Bonds authorized by voters in 2008, or from revenues generated from the Norman Forward Quality of Life Projects Sales Tax of 2015, to be located in the vicinity of Andrews Park or another site shown to be reasonably available for this purpose.

The City Council began working on the Senior Citizens Center location issue early in 2016 and adopted Resolution R-1516-77, narrowing the Senior Citizens Center location options to the Existing Library site, a site in Andrews Park, and a site adjacent to the new Central Branch Library site.

After further consideration and considering the endorsement of the NORMAN FORWARD Senior Center Ad Hoc Committee, the Reaves Park Ad Hoc Committee, the Norman Senior Association, and representatives of the Medieval Fair, the Council adopted Resolution R-1819-110, which formally selected Reaves Park as the site for the Senior Center. Resolution R-1819-110 also re-programmed \$7,600,000 in funds from the Griffin Park Land Acquisition project to the Senior Citizens Center project.

In August 2021, Council approved a memorandum of understanding with the Norman Regional Health System to move the location of the Senior Center to Norman Regional's Porter Campus. The scope of the project was also expanded from a recreational center to a wellness center. The newly renamed "Senior Wellness Center" will be a part of Norman Regional's planned Porter Health Village.

The proposed 30,000 square foot center is set to include an indoor walking track and multiple fitness areas with locker rooms; multipurpose and art specific classrooms as well as lounge areas; a full kitchen for events and programming;

outdoor pickleball courts; and a lap pool. Non-profit third party operator Healthy Living & Fitness will operate the facility.

<i>Published Norman Forward Budget</i>	<i>\$0; Amended to \$7,600,000</i>
<i>CARES Act Funding</i>	<i>\$4,800,000</i>
<i>Norman Regional Land Swap Proceeds</i>	<i>\$426,000</i>

Preliminary Estimated Budget

Land Acquisition/Site Prep/Infrastructure	\$427,551
A&E / Design / Testing	\$832,000
Construction & FFE	\$11,085,725
Project Contingency	\$480,996
Total Project Budget	\$12,826,000

Timing

The project officially broke ground in November 2021 and has an estimated completion date in Summer of 2023.



Sports Complex Projects

Description

Renovations and new construction are planned for sports complexes in multiple locations. These facilities will allow expanded space for youth soccer, youth and adult softball, adult flag football and youth football.

Scope

Due to financial reasons, the adult softball and youth football programs will no longer be a standalone complex. The expanded adult softball programs will be at Reaves Park and youth football will be at Ruby Grant Park. The identified sports complex projects are:

- Reaves Park: additional youth baseball/softball fields with lighting, restrooms, concessions, and additional parking (Budget: \$10,000,000; + \$1,250,000 for adult softball).
- Ruby Grant Park: multi-field football complex with lighting, restrooms, concessions, and parking (Budget \$1,250,000).
- Griffin Park: new outdoor soccer fields with lighting and parking. (\$11,000,000).

Published Budget \$23,500,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$1,800,000
A&E / Design / Testing	\$1,880,000
Construction & FFE	\$18,410,000
Project Contingency	\$1,410,000
Total Project Budget	\$23,500,000

Timing

Final master plans and engineering designs have been completed for the Reaves Park and Griffin Park Sports Complexes. Reconstruction of 11 of 22 soccer fields at the Griffin Park Soccer Complex has been completed, and more fields and facilities will be completed over the next year with an estimated completion of Fall 2023. The new Parks Maintenance Facility has been completed and is relocated from Reaves Park to the City Maintenance Complex ("North Base"). Relocation of the Parks Maintenance Facility will make land available for the planned expansion of baseball and softball fields at Reaves Park which is currently 25% complete and scheduled to be 100% completed by March 2023. Relocated youth football (Ruby Grant) and adult softball (Reaves) facilities, originally planned at a new stand-alone site, are nearly complete.

Traffic Improvements

Description

NORMAN FORWARD includes infrastructure improvements for the city that will improve traffic flow and safety at various locations related to NORMAN FORWARD projects.

Scope

Planned projects include traffic analysis, street and storm water improvements, and traffic signals at various locations. Related NORMAN FORWARD projects are access to the Young Family Athletic Center (Trae Young Way), Griffin Park, and Reaves Park.

Published Budget \$2,700,000

Preliminary Estimated Budget

Land Acquisition / Site Prep / Infrastructure	\$270,000
A&E / Design / Testing	\$216,000
Construction & FFE	\$2,025,000
Project Contingency	\$189,000
Total Project Budget	\$2,700,000

Timing

Architecture, engineering, land acquisition, and site preparation are scheduled to begin throughout the program based on specified sites. This project is scheduled to be completed as needed for individual project sites during construction phases.

Westwood Family Aquatic Center

Description

The Westwood Family Aquatic Center project has constructed an updated, modern outdoor aquatic center. Features include a lazy river, slides, water sprays, a 50-meter lap pool, shaded shallow areas, a new bathhouse, concession areas, and additional parking. The new outdoor Aquatic Center opened in the summer of 2018 and has been enjoyed by thousands of visitors.

Scope

Based on the current budget, the pool will have approximately 18,000 square feet of water surface area and include a variety of features that have been determined through public input are also part of this project.

Published Budget

\$12,000,000

Final Cost

\$11,755,659



Other Projected Program Expenses

▪ Public Art	\$1,200,000
▪ Park Maintenance Staff	\$3,009,925
▪ Senior Center Staff	\$0
▪ Facility Maintenance Staff	\$1,562,753
▪ Capital Equipment	\$425,000
▪ Aquatic Center Operating Subsidy	\$0
▪ Project Oversight	\$3,312,000
▪ Westwood Pool/Tennis Replacement	\$455,000
▪ Facility Maintenance Contract	\$210,000
▪ Interest and Debt Service Cost	\$20,962,256
Total Other Program Expenses Budget	\$31,136,934

Projects identified for Public Art include:

- Central Branch Library
- East Branch Library
- Westwood Family Aquatic Center
- Indoor Multi-Sport Facility
- Indoor Aquatic Center
- Sports Complex Projects: Reaves Park, Griffin Park
- Park Projects: Westwood Tennis Center, Ruby Grant, Saxon & Andrews
- James Garner Avenue Extension
- Senior Wellness Center

IV. Project Timeline

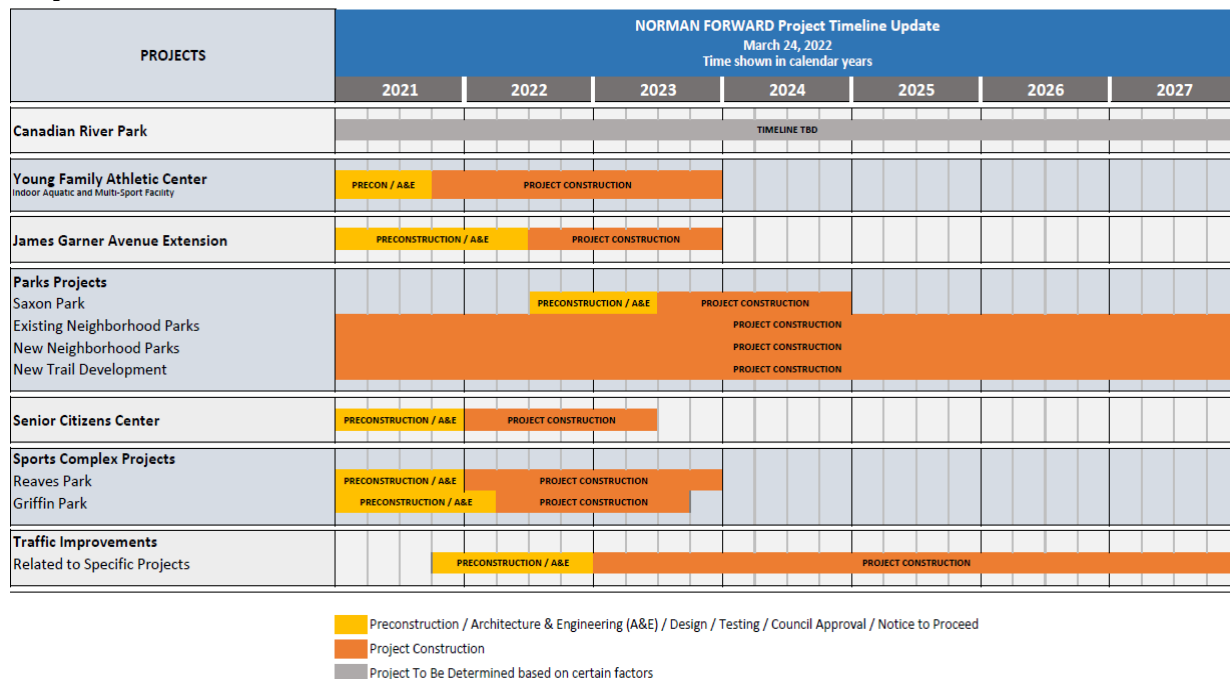
As part of the Implementation Plan, steps were taken to determine the order in which the projects, or phases of projects, would take place in the program. To complete this task, the Program Manager attended Citizens Financial Oversight Board meetings, ad hoc advisory group meetings, and worked with City Staff. City Staff provided budget information critical to project sequencing. The goal is to create a logical project progress schedule within the constraints of the funding structure. Individual project's schedules are updated in their discussions above.

Potential impacts to the overall NORMAN FORWARD project timeline include, but are not limited to:

- Fluctuation in sales tax revenue
- Changes in project scopes of work
- Inflation or other increases in cost of project construction
- Other unforeseen circumstances

The chart below is updated to reflect changing time schedules for the various projects as the overall Norman Forward program moves forward.

Project Timeline



V. Conclusion

This Implementation Plan includes an introduction and history of the NORMAN FORWARD program, project descriptions, scopes of work, budgets, project phasing, and the Project Timeline. The original Implementation Plan was adopted by the City Council on June 28, 2016 (Resolution R-1516-130) and minor updates have been approved periodically by the Citizen's Financial Oversight Board (CFOB). At various points in time as significant projects are completed or changes are made, amended Implementation Plan documents will be re-submitted for Council consideration. On the recommendation of the CFOB, the Implementation Plan was formally amended on October 8, 2019 by Resolution R-1920-44

Upon the recommendation of the Citizens Financial Oversight Board and final approval by City Council, City Staff will implement and administer the 15-year plan. The Program Manager will assist City staff with programming, cost estimating, design review, and construction observation on projects outlined by their contract with the City.

This document is based on currently available information as well as certain assumptions made based on anticipated requirements. It may be further amended by City Council as new information arises or other changes occur over the 15-year life of the quality-of-life program.

Additional Information

NORMAN FORWARD, City of Norman

<https://www.normanok.gov/your-government/projects-initiatives/norman-forward>

"Norman Voters Approve Sales Tax Increase"

<http://journalrecord.com/2015/10/14/voters-approve-sales-tax-increase/>

2009 Parks and Recreation Master Plan, City of Norman

<https://www.normanok.gov/sites/default/files/documents/2020-05/ParksMasterPlan1.pdf>

Young Family Athletic Center

<https://www.normanok.gov/residents-visitors/parks-recreation/young-family-athletic-center>

Senior Wellness Center

<https://www.normanok.gov/residents-visitors/parks-recreation/senior-wellness-center>

Norman Forward CFOB Annual Report

For the period October 1, 2020 – December 31, 2021

File Attachments for Item:

26. CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED THIRD YEAR ACTION PLAN FOR THE FORTY-SEVENTH YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2022 HOME PROGRAM TOTALING \$1,371,966 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg; CDBG Grants Manager

ITEM TITLE: CONDUCTING A PUBLIC HEARING FOR CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED THIRD YEAR ACTION PLAN FOR THE FORTY-SEVENTH YEAR NORMAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION WHICH INCLUDES THE 2022 HOME PROGRAM TOTALING \$1,371,966 TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

BACKGROUND:

On April 28, 2020 the Norman City Council approved the 2020-2024 Consolidated Plan which is a comprehensive planning approach to identify and address the needs of low-to-moderate income residents of Norman. The Consolidated Plan provides a basis and strategy for the use of federal funds granted to the City of Norman by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs. While the Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24CFR 91.200-91.230, the Annual Action Plan is the mechanism where the programs and projects are authorized and funded. This Annual Action Plan covers the period beginning July 1, 2022 through June 30, 2023 (2021 Federal Budget). The U.S. Department of Housing and Urban Development (HUD) defines the City of Norman as an entitlement community due to its population and demographics. As an entitlement community, the City of Norman receives an annual formula allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding dependent upon funding in the Federal Budget. Programs and activities described in this plan are intended to primarily benefit low and moderate-income residents of the City of Norman, neighborhoods with high concentrations of low-income and moderate-income residents, and the city as a whole.

This plan is the product of public outreach, public hearings, and consultation with multiple agencies that serve the needs of low and moderate-income residents of Norman and agencies that serve the needs of special populations. The Third Year Action Plan for the 47th Year Community Development Block Grant Program (\$940,869) and the 2022 HOME Program (\$431,097) includes the proposed use of funds with references to the Five-Year Consolidated Plan Objectives and expected performance outcomes, and totals \$1,371,966.

A complete draft of this document was made available for public review beginning March 23, 2022.

DISCUSSION:

The Third Year Action Plan is based upon research which utilized existing documents, and the recommendations of the Community Development Policy Committee as a result of a formal citizen participation process. This process included multiple interactions with interested parties and also opportunities for citizen participation from the general public. This year these interactions were conducted virtually and included neighborhood meetings for the seven target neighborhoods; multiple individual and focus group meetings where specific information regarding public services, public facilities, housing, homelessness, and economic development/anti-poverty were discussed; in January 2022, the annual Community Dialogue on housing and community development needs was held where issues that affect low and moderate income citizens were discussed in addition to the election of Policy Committee Representatives. The CDBG Policy Committee met six times and included an extensive review of the previous Action Plan's and the current Consolidated Plan's Goals and Objectives and discussed the information that was assembled from the Community Dialogue, neighborhood meetings and focus groups. Utilizing the information that was compiled from this extensive citizen participation process the CDBG Policy Committee unanimously approved the Third Year Action Plan on March 9, 2022.

The CDBG and HOME projects proposed include housing rehabilitation and related housing projects at \$427,393 and funding of public services at \$120,000. The housing related projects include housing rehabilitation, Tenant Based Rental Assistance, and assistance for Community Housing Development Organization activities to develop affordable housing. This grant proposal is in compliance with the statutory caps for Administration and Public Services. All projects are listed in the attached 2022-2023 Third Year Action Plan.

A thirty-day comment period on the proposed Action Plan ends on April 25, 2022. After approval by the Norman City Council, the Second Year (2022-2023) Action Plan will be forwarded to the Department of Housing and Urban Development for review.

The budget for the 2022-2023 Action Plan is based upon an estimated amount from HUD. Once the actual award has been received, the budgeted amounts may slightly increase or decrease but all activities will be undertaken. If the actual award differs to the extent that an activity would be eliminated, the Citizen Participation Plan dictates a substantial amendment including additional consultations and a Public Hearing.

Funds for CDBG and HOME projects have been included in the FYE 2023 City of Norman annual budget.

RECOMMENDATION:

Approval of the Third Year Action Plan which includes the Forty-Seventh Year Community Development Block Grant Program and the 2022 HOME Program are recommended as proposed.

2022 (FYE23) COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG 22 (FYE 23) Budget \$940,869 est.

\$ 183,476.00 Admin, Planning & MFHC (\$15,000)

\$120,000 Public Services

\$80,000 Direct Client Case Management

\$40,000 Housing Start-Up Kits

Housing Rehabilitation

\$427,393 \$190,000 Housing Rehabilitation
 Rehab Delivery Costs
 \$237,393 Rehab Projects

Capital Projects

\$210,000 \$70,000 Senior Citizen Kitchen Rehab (bathroom)
 \$100,000 Norman Affordable Housing
 Acquisition of Property
 \$40,000 Habitat Acquisition
 Acquisition of Property

\$940,869

2022 (FYE23) HOME INVESTMENT PARTNERSHIPS

HOME 22 Budget \$431,097 est.

\$40,000 Administration (\$15,000 MFHC)

\$65,000 Community Housing Development Corporation

\$301,097 Affordable Housing Development

\$25,000 Tenant Based Rental Assistance

\$431,097

\$1,371,966



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- ☐ This certification does not apply.
☒ This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 modification of any Federal contract, grant, loan, or cooperative agreement;
9. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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 and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

04/12/2022

 Signature/Authorized Official

Date

Breea Clark

Name

Mayor, City of Norman

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

- ☐ This certification does not apply.
- ☒ This certification is applicable.

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2022, 2____, 2____, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

04/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

- ☒ This certification does not apply.
☒ This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

04/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

- ☐ This certification does not apply.
☒ This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

04/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5464

Telephone Number

- ☒ This certification does not apply.
☐ This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

04/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

- ☒ **This certification does not apply.**
☐ **This certification is applicable.**

ESG Certifications

I, Breea Clark, Chief Executive Officer of Jurisdiction, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related

authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

4/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

- ☐ This certification does not apply.
- ☒ This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

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.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Norman Municipal Complex	201 W. Gray	Norman	Cleveland	OK	73069

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- a. All "direct charge" employees;
- b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

4/12/2022

Signature/Authorized Official

Date

Breea Clark

Name

Mayor

Title

201 W. Gray

Address

Norman, OK 73069

City/State/Zip

405-366-5402

Telephone Number

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input style="width: 100%;" type="text"/> * Other (Specify): <input style="width: 100%;" type="text"/>	
* 3. Date Received: <input style="width: 100%;" type="text" value="04/12/2022"/>		4. Applicant Identifier: <input style="width: 100%;" type="text"/>	
5a. Federal Entity Identifier: <input style="width: 100%;" type="text"/>		5b. Federal Award Identifier: <input style="width: 100%;" type="text"/>	
State Use Only:			
6. Date Received by State: <input style="width: 100%;" type="text"/>		7. State Application Identifier: <input style="width: 100%;" type="text"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input style="width: 100%;" type="text" value="City of Norman"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input style="width: 100%;" type="text" value="73-6005350"/>		* c. UEI: <input style="width: 100%;" type="text" value="MTD4M7LKSKJ4"/>	
d. Address:			
* Street1: <input style="width: 100%;" type="text" value="201 W. Gray"/> Street2: <input style="width: 100%;" type="text"/> * City: <input style="width: 100%;" type="text" value="Norman"/> County/Parish: <input style="width: 100%;" type="text" value="Cleveland"/> * State: <input style="width: 100%;" type="text" value="OK: Oklahoma"/> Province: <input style="width: 100%;" type="text"/> * Country: <input style="width: 100%;" type="text" value="USA: UNITED STATES"/> * Zip / Postal Code: <input style="width: 100%;" type="text" value="73069-1111"/>			
e. Organizational Unit:			
Department Name: <input style="width: 100%;" type="text" value="Planning and Community Develop"/>		Division Name: <input style="width: 100%;" type="text" value="Grants"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: <input style="width: 100%;" type="text" value="Ms."/> * First Name: <input style="width: 100%;" type="text" value="Lisa"/> Middle Name: <input style="width: 100%;" type="text" value="Diane"/> * Last Name: <input style="width: 100%;" type="text" value="Krieg"/> Suffix: <input style="width: 100%;" type="text"/>			
Title: <input style="width: 100%;" type="text" value="CDBG Grants Manager"/>			
Organizational Affiliation: <input style="width: 100%;" type="text"/>			
* Telephone Number: <input style="width: 100%;" type="text" value="405-366-5464"/>		Fax Number: <input style="width: 100%;" type="text" value="405-366-5379"/>	
* Email: <input style="width: 100%;" type="text" value="lisa.krieg@normanok.gov"/>			

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="940,869.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="940,869.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
 	Breea Clark, Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Norman	04/12/2022

SF-424D (Rev. 7-97) Back

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text" value="04/12/2022"/>		4. Applicant Identifier: <input type="text"/>			
5a. Federal Entity Identifier: <input type="text"/>			5b. Federal Award Identifier: <input type="text"/>		
State Use Only:					
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <input type="text" value="City of Norman"/>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="73-6005350"/>			* c. UEI: <input type="text" value="MTD4M7LKSKJ4"/>		
d. Address:					
* Street1:	<input type="text" value="201 W. Gray"/>				
Street2:	<input type="text"/>				
* City:	<input type="text" value="Norman"/>				
County/Parish:	<input type="text" value="Cleveland"/>				
* State:	<input type="text" value="OK: Oklahoma"/>				
Province:	<input type="text"/>				
* Country:	<input type="text" value="USA: UNITED STATES"/>				
* Zip / Postal Code:	<input type="text" value="73069-1111"/>				
e. Organizational Unit:					
Department Name: <input type="text" value="Planning and Community Develop"/>			Division Name: <input type="text" value="Grants"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:	<input type="text" value="Ms."/>	* First Name:	<input type="text" value="Lisa"/>		
Middle Name:	<input type="text" value="Diane"/>				
* Last Name:	<input type="text" value="Krieg"/>				
Suffix:	<input type="text"/>				
Title:	<input type="text" value="CDBG Grants Manager"/>				
Organizational Affiliation: <input type="text"/>					
* Telephone Number: <input type="text" value="405-366-5464"/>			Fax Number: <input type="text" value="405-366-5379"/>		
* Email: <input type="text" value="lisa.krieg@normanok.gov"/>					

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant OK 004

* b. Program/Project OK 004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2022

* b. End Date: 06/30/2023

18. Estimated Funding (\$):

* a. Federal	431,097.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	431,097.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Breea

Middle Name:

* Last Name: Clark

Suffix:

* Title: Mayor, City of Norman

* Telephone Number: 405-366-5402 Fax Number:

* Email: mayor@normanok.gov

* Signature of Authorized Representative:

* Date Signed: 04/12/2022

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">Breea Clark, Mayor</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of Norman</div>	DATE SUBMITTED <div style="border: 1px solid black; padding: 2px; text-align: right;">04/12/2022</div>

SF-424D (Rev. 7-97) Back

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-109: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A DEMOLITION APPLICATION FOR A DETACHED GARAGE AT 209 WEST DUFFY STREET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 04/12/2022

REQUESTER: St. John's Episcopal Church

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-109: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A DEMOLITION APPLICATION FOR A DETACHED GARAGE AT 209 WEST DUFFY STREET.

BACKGROUND:

City Council adopted Resolution No. R-2122-76 on December 14, 2021, creating a six-month Temporary Administrative Delay for residential building, demolition, paving, platting or rezoning applications within the Central Norman Study Area. Further, R-2122-76 allows for an appeal process, which is the purpose for this resolution. Application for the demolition of a detached garage structure was submitted on March 4, 2022, and denied by staff due to the property being located within the Temporary Administrative Delay area.

DISCUSSION:

The subject property is located at 209 West Duffy Street, Lots 9 and 10, of Block 5 and the west ten feet of Lot 3, Block 5, in Larsh's 1st Addition as shown on the location map. This lot is designated as Neighborhood Middle Frontage within the Center City Form-Based Code.

Per the applicant's request submitted to the City Clerk, the application is to demolish the detached garage structure. The applicant views the structure as conflicting with the City's interest in protecting the public's health, safety, and general welfare. The lot is 7,500 square feet. A demolition would be allowed on this lot if the Administrative Delay was not in place. Approval of this appeal would only authorize the issuance of a demolition permit, and the applicant would have to pursue a separate appeal in order to proceed with any construction while the Administrative Delay is pending.

Per R-2122-76, the City Council shall consider the following in determining whether appeals of denied applications for COCs, demolition permit, or CCPUDs should be granted:

- The City's interest in protecting the public's health, safety and general welfare;
- The City's interest in avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision;
- The extent to which the proposed use, if applicable, will negatively impact the values of the property and the neighboring property; and
- The economic impact and hardship of the delay upon the owner.

This request is submitted to City Council for their consideration in accordance with the appeal process approved in R-2122-76.

R-2122-109

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY
ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A
DEMOLITION APPLICATION FOR A DETACHED GARAGE AT 209
WEST DUFFY STREET.

- § 1. WHEREAS, City Council passed Resolution R-2122-76 on December 14, 2021 declaring a temporary administrative delay for a period of six months for an area identified as the Center City Study Area; and
- § 2. WHEREAS, the administrative delay approved by Resolution R-2122-76 adopted the temporary delay for all properties within the Center City Study Area; and
- § 3. WHEREAS, Resolution R-2122-76 provides a property owner or applicant the right to appeal to City Council if the property owner or applicant believes that the decision not to accept applications for Certificates of Compliance (COC), demolition permits, or Center City Planned Unit Developments (CCPUD) is unreasonable; and
- § 4. WHEREAS, the applicant is responsible for establishing that processing the application will not undermine the current character of the Center City Study Area nor will it overburden the existing infrastructure; and
- § 5. WHEREAS, the property at 209 West Duffy Street is within the Center City Study Area and subject to the administrative delay; and
- § 6. WHEREAS, the applicant has provided information indicating why this appeal should be granted; and
- § 7. WHEREAS, the applicant submitted an application for the demolition of a detached garage at 209 West Duffy Street.

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

- § 8. That the appeal is granted and applicant may file, and the City of Norman shall accept, an application for demolition for the property located at 209 West Duffy Street.

PASSED AND ADOPTED this _____ day of _____, 2022.

(Mayor)

ATTEST:

(City Clerk)



Central Norman
ADMINISTRATIVE DELAY APPEAL

Case No. 22-03

City of Norman Planning & Community Development - 201 W. Gray St., Bldg. A - Norman, OK 73069 — (405) 366-5433 Phone - (405) 366-5274 Fax

APPLICANT(S) <u>St. John's Episcopal Church</u>	ADDRESS OF APPLICANT <u>209 W. Duffy Norman, OK.</u>
NAME AND PHONE NUMBER OF CONTACT PERSON(S) <u>PAT WELCH - 405-656-2267</u>	EMAIL ADDRESS <u>pat@hardwareexpressions.com</u>

Legal Description of Property: LARSHS UNIV. LOTS 9-10 BLK 5 AND W 10' LOT 3
BLK 5 LARSHS FIRST ADDN.

Requests Hearing for:

CENTRAL NORMAN ADMINISTRATIVE DELAY

Detailed Justification for above appeal (refer to attached Resolution and justify request according to requirements therefor):

THE CITY'S INTEREST IN PROTECTING THE PUBLICS HEALTH, SAFETY
AND GENERAL WELFARE.

(Attach additional sheets for your justification, as needed.)

SIGNATURE OF PROPERTY OWNER(S):

St. John's Episcopal Church
Patricia Welch, Jr. Warden.

ADDRESS AND TELEPHONE:

235 W. Duffy

Date Submitted:

Checked by:

OFFICE
USE
ONLY

011217 ncl



The City of NORMAN

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

PLANNING AND COMMUNITY DEVELOPMENT
Phone: 405-307-7112

Temporary Administrative Delay – Center City Form-Based Code Area Resolution No. R-2122-76

Date:

March 4, 2022

Address:

209 W. Duffy St.

Owner/Applicant Rep.:

St. John's Episcopal Church

Your application(s) for a Certificate of Compliance for demolition of a garage at the above address has been denied based on the City Council adopted "Temporary Administrative Delay" for the "Center City Form-Based Code Area" (see attached map). City Council adopted this Resolution on December 14, 2021, and your property is located within the area and scope of the Administrative Delay. This Administrative Delay is for a period of six (6) months and includes applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A.

Included in the Resolution of the Administrative Delay is the option to appeal the denial. City Council recognized that applicants should have the right to appeal a denial if the applicant believes the decision to deny an application is unreasonable. Such appeal shall be filed with the Clerk of the Council within ten (10) business days after receiving this written notification.

For your reference, attached is a copy of Resolution No. R-2122-76. Included in the copy are the steps to file your appeal with the Clerk, page 3, §21-22, as well as the map outlining the area covered by the Administrative Delay.

Owner/Applicant Rep. Signature:

PAT WELCH, Jr. Warden

Printed Name:

PAT WELCH

E-Mail & Phone:

pat@hardwareexpressions.com 405-650-2267

Application Number for Tracking Purposes Only:

22-03

Planning & Community Development
Current Planning
405-307-7112
Current.planning@normanok.gov

Title:

[Signature]

Date

3/4/22



Demolition Permit Application

MAR 03 2022

Permit No. 22-852

City of Norman Development Services Division 201 W. Gray St., Bldg. A Norman, OK 73069 Phone 405-366-5445 Fax 405-366-5445

PROJECT ADDRESS <u>209 W. DUFFY - GARAGE</u>		BLOCK <u>53</u>	LOT <u>1</u>	SUBDIVISION (SEE ATTACHED SHEET #) <u>Lansha 1st Add</u>
OWNER NAME <u>ST. JOHN'S EPISCOPAL CHURCH</u>		CONTRACTOR <u>MIDWEST WRECKING</u>		
ADDRESS <u>235 W DUFFY ST.</u>		ADDRESS <u>PO BOX 14668</u>		
CITY <u>NORMAN</u>	STATE <u>OK</u>	ZIP <u>73069</u>	CITY <u>OKC</u>	STATE <u>OK</u>
PHONE # <u>405-650-2267</u>	FAX <u></u>		PHONE # <u>405-478-8833</u>	FAX <u>405-478-0961</u>
CELL PHONE # <u></u>		CELL PHONE # <u>405-740-2016</u>		
E-MAIL ADDRESS <u>gatehardwareexpressions.com</u>		E-MAIL ADDRESS <u>bryan@midwestwrecking.co.com</u>		
# OF STORIES <u>1</u>	# OF UNITS <u>1</u>	DESCRIBE WORK <u>GARAGE DEMOLITION</u>	DISPOSAL SITE <u>SOUTHEAST LANDFILL</u>	
PLANNING DEPARTMENT		CURRENT ZONING	PROPOSED FUTURE USE OF SITE <u>VACANT</u>	
IF PROPOSED FUTURE USE IS <u>NOT</u> ALLOWED BY ZONING, APPLICANT MUST SIGN THE FOLLOWING STATEMENT BEFORE PROCEEDING: I UNDERSTAND THAT MY PROPOSED USE FOR THIS SITE IS NOT ALLOWED UNDER THE CURRENT ZONING & THAT REZONING WILL BE REQUIRED BEFORE A BUILDING PERMIT WILL BE ISSUED.				
SIGNATURE: _____		DATE: _____		
CONSTRUCTION TRAFFIC CONTROL		PROJECT: <input type="checkbox"/> WILL <input checked="" type="checkbox"/> WILL NOT REQUIRE PERMIT TO WORK IN PUBLIC RIGHT OF WAY. <input type="checkbox"/> WILL <input checked="" type="checkbox"/> WILL NOT REQUIRE APPROVED TRAFFIC MANAGEMENT PLAN.		
UTILITY DISCONNECTS	ELECTRICITY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	APPLICANT CONTACTS ELECTRICAL UTILITY (USUALLY OEC, 321-2024, OR OG&E, 272-1010) TO REQUEST ELECTRIC METER AND SERVICE DISCONNECT TO BE PULLED. CONFIRMATION SHOULD BE FAXED TO THE CITY OF NORMAN, BUILDING PERMIT DESK, FAX 366-5445.		
		CONFIRMATION RECEIVED: <input type="checkbox"/> YES <input type="checkbox"/> NO CONNECTION BY: <u>TH</u>		
	FUEL GAS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PROPANE	APPLICANT CONTACTS FUEL GAS SUPPLIER (USUALLY ONG, 551-4000 OR LOCAL PROPANE DISTRIBUTOR) TO REQUEST DISCONNECTION OF GAS METER. CONFIRMATION TO BE FAXED TO THE CITY OF NORMAN, BUILDING PERMIT DESK, FAX 366-5445.		
		CONFIRMATION RECEIVED: <input type="checkbox"/> YES <input type="checkbox"/> NO CONNECTION BY: <u>TH</u>		
	SEWER A <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE	APPLICANT CONTACTS CITY OF NORMAN SEWER LINE MAINTENANCE SUPERVISOR AT 329-0703 AND REQUESTS "SEWER CAP REVIEW". SUPERVISOR WILL MEET WITH YOU AND LIST REQUIREMENTS BELOW, AND SIGN THIS FORM.		
		SEWER CAP REVIEW → SEWER MUST BE SEALED AS FOLLOWS: _____ _____ _____ LINE MAINTENANCE SEWER OFFICIAL: <u>TH</u> DATE: _____		
SEWER B	APPLICANT IS REQUIRED TO COMPLETE WORK AS NOTED ABOVE AND CALL SEWER LINE MAINTENANCE SUPERVISOR AT 329-0703 FOR A "SEWER CAP FINAL" INSPECTION BEFORE COVERING WORK. PLEASE GIVE LINE MAINTENANCE AS MUCH LEAD TIME AS POSSIBLE WHEN COORDINATING THIS INSPECTION.			
	SEWER SEALED TO CITY SPECIFICATIONS & APPROVED BY: _____ DATE: _____			
WATER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> CONSTRUCTION METER	PERMIT DESK WILL FAX A COPY OF THIS APPLICATION TO LINE MAINTENANCE WHICH SERVES AS NOTICE TO DISCONNECT WATER SERVICE AND PULL WATER METER.			
	WATER METER REMOVAL → REMOVED AFTER SEWER CAP FINAL APPROVED: _____ LINE MAINTENANCE PERSONNEL: _____ DATE: _____			
*CITY OF NORMAN LINE MAINTENANCE WILL NOTIFY BUILDING PERMIT DESK BY RETURN FAX TO 366-5445 UPON COMPLETION OF THE SEWER & WATER TASKS				
READ & SIGN	The granting of this permit shall not be construed as permission to violate any laws; additional requirements may be printed on the permit. All requirements and laws will be complied with whether specified herein or not. This permit expires if no inspections are obtained within a six month period. This permit requires final inspections. I agree to abide by all laws and ordinances governing this type of work whether specified herein or not and hereby certify that I have read and examined this application and know the same to be true & correct. Printed Name: <u>BRYAN GANN</u> Signature: <u>[Signature]</u> Date: <u>3-3-22</u>			

NOTICE: ALL ITEMS MUST BE COMPLETED BEFORE PERMIT WILL BE ISSUED

PERMIT MANAGER: _____

TRAFFIC ENGINEER: David R. Rusk 3/4/22

PLANNING DIRECTOR: _____

FEE \$ 20.00

R-2122-76

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Center City Study Area ("Center City"), more specifically delineated on the attached map, is a portion of the oldest developed area within the Norman community, and was rezoned to the Center City Form Based Code effective May 23, 2017, and made subject to the Center City Project Plan December 19, 2017; and
- § 2. WHEREAS, Center City connects the Downtown area to the Campus Corner area and borders two historic districts, as well as the University of Oklahoma; and
- § 3. WHEREAS, the unique nature of the Center City, as addressed in the Center City vision, makes it a prime location for promoting development using a form-based tool to include housing and mixed-uses that promote a walkable and "park once" environment; and
- § 4. WHEREAS, infrastructure, including roads, alleys, parking, sewer lines, water lines, and electric grids, are aging and may not be able to continue to support their users if the area continues to gain in density as Center City has been developed following the adoption of the Center City Form Based Code; and
- § 5. WHEREAS, development and redevelopment pressures threaten to erode Center City's character and vision as a destination with a desirable mix of land uses that complement and protect the adjacent neighborhoods; and
- § 6. WHEREAS, the future of an attractive, economically healthy Center City depends in no small part on the preservation of healthy neighborhoods within it as well as the development of appropriate mixed uses recognizing the intent behind the adoption of the Center City Form Based Code; and
- § 7. WHEREAS, the City Council is elected and is duty-bound to promote the community's health, safety, and moral and general welfare, which duty includes the preparation of plans, strategies, and ordinances designed to effectuate the coordinated development of the City, and that in accordance with existing and future needs, will best promote the general welfare, as well as conserve property values and encourage the most appropriate use of land throughout the City; and

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- § 8. WHEREAS, generally, when it becomes apparent there is a need to amend existing plans or ordinances, or to adopt new plans, strategies, or ordinances to promote the health, safety, and general welfare, a “race of diligence” may ensue in property owners seeking to establish vested rights under existing law and the City Council seeking to enact or amend a plan or ordinance, or adopt new plans, strategies, or ordinances, before such vested rights are established; thereby creating additional safety and welfare problems; and
- § 9. WHEREAS, such a “race of diligence” is counterproductive to both individual property owners and the City as a whole, because landowners rush to submit applications that may not have received adequate consideration and to gain approval of such applications, and the City rushes to adopt a plan or ordinance amendments, strategies, or ordinances that may not have received thorough analysis or been subject to full public debate with respect to the issues, goals, and policies of the proposed development controls, and therefore may not be as responsive to either the City’s or the applicant’s goals and needs or received the degree of community input and debate as would otherwise be possible and appropriate; and
- § 10. WHEREAS, a temporary administrative delay of development applications within a defined geographic boundary of the City by resolution of the City Council, based upon the likelihood that proposed amendments to the Center City Form Based Code or planning policies may impact the nature of development applications, is an appropriate remedy to counteract the effects of a “race of diligence”; and
- § 11. WHEREAS, this Resolution is considered because the City Council has determined that some applications for COCs, demolition permits, or CCPUDs in Center City, may adversely affect the ability of Center City to remain and redevelop as a unique, vibrant place; and
- § 12. WHEREAS, a limited number of applications will seek permits for projects that may have little or no effect on the future of Center City, in order to cause the least disruption to property owners affected by this Resolution; and
- § 13. WHEREAS, the City Council recognizes that an administrative delay is an extraordinary remedy that should be used judiciously and only after serious evaluation and analysis by staff and City Council and based upon staff’s carefully considered recommendation; and,
- § 14. WHEREAS, to ensure that the City Council successfully, fairly, and rationally fulfills this duty, it is necessary to delay temporarily the acceptance of applications for COCs, demolition permits, and CCPUDs; and
- § 15. WHEREAS, the Council also recognizes that it has an equally important duty to fully consider applications for the issuance or approval of COCs, demolition permits, and CCPUDs whenever such applications are consistent with the City’s Code of Ordinances, including the Center City Form Based Code, and that it is necessary that delay be enacted for the shortest amount of time; and

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- § 16. WHEREAS, the City Council has determined that it is appropriate and necessary to provide an expeditious appeal process to individuals or entities affected by this administrative delay in order to ensure proper due process; and
- § 17. WHEREAS, it is anticipated that certain public improvements will be recommended to be accomplished in furtherance of the future smart growth of Center City, and that funding sources to accomplish those public improvements will need to be identified.

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

- § 18. That for a period of six (6) months, the Council of the City of Norman hereby formally adopts a temporary policy of delaying the acceptance of applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A. This Resolution may be rescinded if the City completes those tasks in less than six (6) months; and
- § 19. That the Planning and Community Development and Public Works Departments of the City of Norman are directed not to accept applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A; and
- § 20. That it is the intent of this action to protect the character of Center City by protecting the area from development inconsistent with the Center City vision, by addressing concerns in the implementation of certain provisions of the Center City Form Based Code and its Project Plan, including more recent revisions to the Center City Form Based Code, and to realize the community's vision for a vital Center City that accommodates an attractive balance of commercial, residential, mixed-use and institutional land uses; and
- § 21. That applicants shall have the right to appeal the temporary Administrative Delay of Applications to the City Council of the City of Norman if the applicant believes that the decision not to accept COC, demolition permit, or CCPUD applications is unreasonable. Such appeal shall be filed with the Clerk of the Council within ten (10) business days after receiving written notification of a determination; and
- § 22. That, after receipt of the applicant's written statement of appeal, the Clerk of the Council shall schedule the appeal for hearing by the City Council on the next regular agenda, or as soon thereafter as practicable in the normal course of managing Council agendas. The applicant shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the original application shall be adequate notification. The decision and order of the City Council on such appeal shall be final and conclusive; and
- § 23. That the applicant shall bear the burden of establishing by a preponderance of the evidence that processing the application for COCs, demolition permits, or CCPUDs will not undermine the current character of Center City, obviate the purpose of the Center City Form Based Code or Vision, directly implicate issues that are set to be addressed during this

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temporary administrative delay, and will not place undue additional burden on the existing infrastructure; and

§ 24. That the City Council shall consider the following in determining whether appeals of denied applications for COCs, demolition permits, or CCPUDs should be granted:

- ✓ The City's interest in protecting the public's health, safety and general welfare;
 - The City's interest is avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision;
 - The extent to which the proposed use, if applicable, will negatively impact the values of the property and the neighboring property;
 - The economic impact and hardship of the delay upon the owner; and

§ 25. That the provisions of this resolution are temporary in nature and are intended to be removed in totality or replaced by subsequent legislative enactment. The temporary administrative delay of applications for COCs, demolition permits, and CCPUDs as specified in this resolution shall terminate six (6) months from the date of adoption.

§ 26. This temporary administrative delay is also expressly tied to the formation of the Center City Form Based Code Ad Hoc Committee ("CCFBC Ad Hoc Committee") and to that committee's participation in the review and potential recommendation to the City Council of alterations to the Center City Form Based Code directly addressing current concerns presently identified by City Staff, and as further set forth in a future resolution formally appointing said CCFBC Ad Hoc Committee.

§ 27. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution 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 resolution.

PASSED AND ADOPTED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

City Attorney

LEGEND

□ Parcels



March 2021 Aerial Photography

209 W. Duffy Street

March 28, 2022

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

0 20 Feet



